



Posting Date: 02-25-2022

NOTICE OF BOARD OF DIRECTORS' REGULAR BI-MONTHLY MEETING

MEETING DATE: 03-01-2022

TIME: Meeting begins at **7:00 p.m. (Public)**

LOCATION: This meeting will be held virtually, pursuant to Assembly Bill (AB) 361.

To participate online, go to <https://us06web.zoom.us/j/89020881986>. You can also participate by phone by calling **1-669-900-6833** and entering the **webinar ID#: 890 2088 1986**.

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. 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	
Adoption of Agenda	<i>Approve</i>
Public Comment - Items Not on the Agenda	

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.

Directors' and General Manager's Announcements and Committee Reports
(7:10 p.m. – Time Approximate)

AGENDA ITEMS**RECOMMENDATIONS****Consent Calendar (7:15 p.m. – Time Approximate)**

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 Board of Directors' Regular Bi-Monthly Meeting of February 15, 2022	<i>Approve</i>
2. Resolution Continuing the Invocation of the District's Emergency Contracting Procedures for the Rehabilitation of the Kastania Pump Station	<i>Approve</i>
3. Professional Services Agreement with Alta Planning + Design, Inc. for the Development of the Watershed Recreation Management Plan	<i>Approve</i>
4. Recruitment and Hire of a Mechanical & Electrical Maintenance Planner	<i>Approve</i>
5. Request to Fill Automotive Mechanic II Position in the Operations Division	<i>Approve</i>
Public Hearing Item (7:20 p.m. – Time Approximate)	
6. Resolution Adjusting Director Division Boundaries Following 2020 Decennial Census (Redistricting) <i>(Approximate Time 15 minutes)</i>	<i>Approve</i>
Regular Calendar (7:35 p.m. – Time Approximate)	
7. Resolution Authorizing Award of Contract No. 1927, East Blithedale Pipeline Replacement Project, to Maggiora & Ghilotti, Inc. in the Amount of \$2,237,237 with a Contingency of up to \$330,000 <i>(Approximate time 10 minutes)</i>	<i>Approve</i>
8. Authorizing the General Manager to Negotiate and Sign a Memorandum of Understanding and Local Project Sponsor Agreement with East Bay Municipal Utility District to Accept a Pass-Through Grant Funding from the State of California for up to \$222,477 for Water Conservation Rebates for the District's Customers <i>(Approximate time 10 minutes)</i>	<i>Approve</i>

AGENDA ITEMS	RECOMMENDATIONS
9. Water Supply Update (Approximate time 15 minutes)	Information
10. Consider a Ballot Measure on the June 7th California State Primary Election to Repeal Ordinance No. 418 Requiring Voter Approval for Financing or Construction of a Desalination Facility (Approximate time 20 minutes)	Information
11. Resolution to Allow Continuing Virtual Board and Committee Meetings In Accordance with AB 361 and Consider a Date to Commence Some In-Person Participation at Board and Committee Meetings (Approximate time 15 minutes)	Approve
12. Future Meeting Schedule and Agenda Items (Approximate time 5 minutes)	Information
Adjournment (8:50 p.m. – Time Approximate)	

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

In accordance with the Americans with Disabilities Act (ADA) and California Law, it is Marin Water's policy to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are an individual with a disability and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodations, please contact Board Secretary Terrie Gillen at 415.945.1448, at least two days in advance of the meeting. Advance notification will enable the Marin Water to make reasonable arrangements to ensure accessibility.

INFORMATION AGENDAS ARE AVAILABLE FOR REVIEW AT THE CIVIC CENTER LIBRARY, CORTE MADERA LIBRARY, FAIRFAX LIBRARY, MILL VALLEY LIBRARY, MARIN WATER OFFICE, AND ON THE MARIN WATER WEBSITE (MARINWATER.ORG)

FUTURE BOARD MEETINGS:

- ❖ Wednesday, March 9, 2022
Virtual Community Workshop #1: Water Supply Strategic Assessment
5 p.m. – 7 p.m.
- ❖ Friday, March 11, 2022
Operations Committee/Board of Directors (Operations) Meeting
9:30 a.m.


Board Secretary



Approval Item

TITLE

Minutes of the Board of Directors' Regular Bi-Monthly Meeting of February 15, 2022

RECOMMENDATION

Approve the adoption of the minutes

SUMMARY

On February 15, 2022, the board had its regular bi-monthly meeting. The minutes of that meeting are attached.

DISCUSSION

None

FISCAL IMPACT

None

ATTACHMENT(S)

1. Minutes of the Board of Directors' Regular Bi-Monthly Meeting of February 15, 2022

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**

MEETING MINUTES

Tuesday, February 15, 2022

Via teleconference

(In accordance with Assembly Bill (AB) 361)

DIRECTORS PRESENT: Larry Bragman, Jack Gibson, Cynthia Koehler, Monty Schmitt, and Larry Russell

DIRECTORS ABSENT: None

CALL TO ORDER AND ROLL CALL

President Russell called the meeting to order at 6:01 p.m.

ADOPT AGENDA

On motion made by Director Gibson and seconded by Vice President Schmitt, the board adopted the agenda.

There were no public comments regarding the agenda.

The following roll call vote was made.

Ayes: Directors Bragman, Gibson, Koehler, Schmitt, and Russell

Noes: None

PUBLIC COMMENT (ONLY ON CLOSED SESSION ITEM)

There was one (1) public comment.

CONVENE TO CLOSED SESSION

At 6:05 p.m., the Board of Directors convened to closed session.

CLOSED SESSION ITEM

1. Conference with Legal Counsel – Existing Litigation
(California Government Code Section §54956.9)

Coalition of Sensible Taxpayers vs Marin Municipal Water District
Case No.: CIV 1903160

The Board of Directors and staff discussed the item.

CONVENE TO OPEN SESSION ON OR AFTER 7:00 PM

The board convened to open session at 7:01 p.m.

CLOSED SESSION REPORT OUT

Also, at 7:06 p.m., President Russell stated that the staff was given direction and the Closed Session adjourned at 6:37 p.m.

PUBLIC COMMENT

There were three (3) public comments.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS & COMMITTEE REPORTS

- General Manager Ben Horenstein gave a preview of upcoming Agenda Items 7-10, which pertain to water supply and conservation.
- Director Gibson announced the upcoming North Bay Watershed Association Biennial Conference on April 8 regarding climate change and the weather.

CONSENT CALENDAR (ITEMS 2-6)

- | | |
|---------------|--|
| Item 2 | Minutes of the Board of Directors' Regular Bi-Monthly Meeting of February 1, 2022 |
| Item 3 | General Manager's Report January 2022 |
| Item 4 | Resolution Continuing the Invocation of the District's Emergency Contracting Procedures for the Rehabilitation of the Kastania Pump Station (Resolution No. 8678) |
| Item 5 | Request to Fill Customer Representative III Position |
| Item 6 | Authorizing the General Manager to Recruit and Hire a Water Resources Director |

Before the Consent Calendar was approved, Director Bragman requested a change to the minutes to reflect that he was absent and not opposed to the adoption of the agenda, which was mentioned in the minutes of the February 1 Board of Directors' Meeting.

There were no public comments regarding the consent items.

On motion made by Director Bragman and seconded by Director Koehler, the board approved the consent calendar with the change to the minutes.

The following roll call vote was made.

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

REGULAR CALENDAR (ITEM 7)

Item 7 Water Supply Update

Director of Operations Paul Sellier presented this item, including showing the current water supply, water supply projection, and precipitation outlook.

There were no public comments and no further board comments.

This was an informational item. The board did not take any formal action.

PUBLIC HEARING (ITEM 8)

Item 8 Adopting Ordinance 458 Amending Chapter 13.04 Entitled “Comprehensive Drought Water Conservation and Enforcement Measures” to Title 13 of the Marin Municipal Water District Code Repealing the Prohibition on Overhead Spray Irrigation

Water Efficiency Manager Carrie Pollard presented this item showing past and recent drought emergency restrictions and normal year water waste prohibitions and finished with the staff recommendation of adoption of Ordinance No. 458 repealing the overhead spray irrigation restrictions.

President Russell opened the public hearing. There were nine (9) public comments. Then, Director Russell closed the public hearing.

The directors discussed the merits of the proposed action and concerns about the ongoing water resiliency issues.

On motion made by Director Bragman and seconded by Director Koehler, the board approved the adoption of Ordinance 458 with the change allowing irrigation of ornamental landscape and turf to occur two days instead of three days a week.

The following roll call vote was made.

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

REGULAR CALENDAR (ITEMS 9-14)

Item 9 Prohibiting Non-Functional Turf in Commercial Sector

Water Efficiency Manager Pollard also brought forth this item. Discussion followed. The board directed staff to return with an ordinance prohibiting the installation of non-functional turf in new commercial projects and to provide incentives to existing commercial customers to transition non-functional turf to water efficient landscaping.

There was one (1) public comment and no further comments from the board.

This was an information item. The board did not take any formal action.

Item 10 Authorizing the General Manager to Execute a Professional Services Agreement with West Yost, in the Amount of \$390,617 including contingency, for Engineering Services in Support of the Peacock Gap Recycled Water Pipeline Project (Resolution No. 8679)

Engineering Division Manager Crystal Yezman introduced and Associate Engineer Zak Talbott presented this item. Discussion ensued.

There was one (1) public comment.

On motion made by Director Koehler and seconded by Director Gibson, the board approved the resolution authorizing the agreement. The following roll call vote was made.

Ayes: Directors Bragman, Gibson, Koehler, Schmitt, and Russell

Noes: None

Item 11 A Resolution Authorizing the General Manager to Execute Amendment No. 3 to Professional Services Agreement No. 5945 with Miller Pacific Engineering Group, in the amount of \$38,000, including Contingency, for Continued Geotechnical Engineering Services in Support of the Final Design of the Pine Mountain Tunnel Tanks Replacement Project (Resolution No. 8680)

Design Engineering Manager Alex Anaya introduced and Associate Engineer Jake Miller brought forth this item. Questions and answers between the board and staff occurred afterwards.

There were no public comments.

On motion made by Director Koehler and seconded by Director Bragman, the board approved the resolution executing Amendment No. 3. The following roll call vote was made.

Ayes: Directors Bragman, Gibson, Koehler, Schmitt, and Russell

Noes: None

Item 12 Approve (A) Resolution Certifying Review of the Amended Final Environmental Impact Report for the Oakview Master Plan, Use Permit, and Vesting Tentative Map for the Talus Reserve – Erin Drive Extension and Approving a Pipeline Extension Agreement (B) Resolution Making Determinations with Respect to Fees Contained in the Pipeline Extension Agreement, and (C) Resolution Finding Impending Peril of Gradual Earth Movement Determining and Undertaking Appropriate Action Halt, Stabilize, or Abate Such Peril (Resolution No. 8681, Resolution No. 8682, and Resolution No. 8683)

Engineering Division Manager Yezman also presented this Project, including addressing dual plumbing. Discussion followed between the directors and staff.

There was no public comment, nor further board comments.

On motion made by Director Koehler and seconded by Director Gibson, the board approved all three (3) resolutions relating to the Talus Reserve. The following roll call vote was made.

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

Item 13 Authorizing the General Manager to Execute an Easement Deed with the County of Marin for the Recycled Water Fill Station Located at the Marin County Civic Center

Ms. Yezman also brought forth this item. Discussion ensued.

There was no public comment.

On motion made by Director Gibson and seconded by Director Bragman, the board approved executing the Easement Deed. The following roll call vote was made.

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

Item 15 Future Meeting Schedule and Agenda Items

The board secretary reported on the upcoming meetings listed on the staff report.

This being an informational item, the board did not take any formal action.

There was no public comment.

ADJOURNMENT

There being no further business, the regular bi-monthly Board of Directors' meeting of February 15, 2022, adjourned at 9:04 p.m.

Board Secretary

Approval Item

TITLE

Continuation of Emergency Contracting Procedures for the Rehabilitation of Kastania Pump Station

RECOMMENDATION

Approve a resolution continuing the invocation of the District's emergency contracting procedures to ensure prompt rehabilitation of the Kastania Pump Station as needed for drought response

SUMMARY

In connection with the 2021 drought, the District is pursuing the rehabilitation and recommissioning of the Kastania Pump Station (KPS Project), which will enable the District operational flexibility to meet its water supply needs when they cannot be met through gravity flow from the North Marin Aqueduct.

On November 2, 2021, the Board of Directors adopted Resolution No. 8656 invoking the District's emergency contracting procedures (Code Section 2.99.055), which allowed the construction contract to be awarded after informal solicitation of bids. District Code Section 2.90.055(c) requires that the Board review the emergency action and determine by a four-fifths vote whether there is a need to continue the emergency action at each subsequent board meeting.

DISCUSSION

The Kastania Pump Station (KPS) is located at 4100 Kastania Road in Petaluma, CA. In 1977, the District designed and built the KPS to increase the flow and pressure in the North Marin Aqueduct and offset the hydraulic impact of increased consumption of imported water by Petaluma and the North Marin Water District (NMWD). KPS pumped water via a 30-inch discharge pipe, which was connected to the North Marin Aqueduct at a point further south on Kastania Road.

The District owned and operated KPS until 1999 when it transferred ownership of the KPS to the Sonoma County Water Agency. Approximately five years later, the California Department of Transportation began planning its Marin-Sonoma Narrows US 101 highway-widening project, which would require portions of the North Marin Aqueduct to be relocated. This led to the development of NMWD's Aqueduct Energy Efficiency Project (AEEP), which installed a new pipeline connecting the existing Kastania Pipeline to an enlarged and relocated North Marin Aqueduct. Upon completion of the AEEP in August 2015, NMWD discontinued operation of the Kastania Pump Station. It has since been out of operation.

In order to preserve the District's water supply, the District is pursuing the rehabilitation and recommissioning of the Kastania Pump Station. On November 2, 2021, the Board of Directors adopted Resolution No. 8656 invoking the District's emergency contracting procedures (Code Section 2.99.055), which allowed the construction contract to be awarded after informal solicitation of bids. In accordance with District Code Section 2.90.055(c), a vote of at least four-fifths of the Directors to continue the emergency action shall take place at every regularly scheduled board meeting thereafter until the action is terminated.

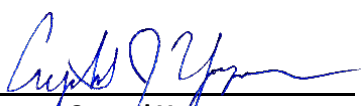
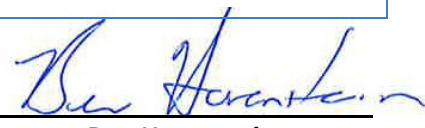
The project is almost complete and the contractor has worked diligently to timely complete the work pursuant to the contract parameters, but due to delays in the delivery of certain components, the contractor has not been able to finally complete the project. Despite increased water storage levels, staff believes that completing the project with the current contractor is necessary to avoid delay and increased cost to the District. The final parts are expected to be delivered in the next several days, which will facilitate completion of the project by the contractor in the next couple of weeks. Therefore, District staff recommend that the Board adopt a resolution continuing the invocation of the District's emergency contracting procedures and authorizing the General Manager to execute necessary contracts to ensure expeditious rehabilitation of the Kastania Pump Station.

FISCAL IMPACT

The total capital cost to complete the Kastania Pump Station Rehabilitation Project is estimated to be \$1,637,777. Funding for this project is available within capital reserves.

ATTACHMENT(S)

1. Proposed Resolution – Continuation of District's Emergency Contracting Procedures

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT CONTINUING THE INVOCATION OF THE DISTRICT'S EMERGENCY CONTRACTING PROCEDURES FOR CONSTRUCTION OF THE KASTANIA PUMP STATION REHABILITATION PROJECT

WHEREAS, the District, a special purpose municipal corporation, is authorized by District Code Section 2.90.055 to award construction contracts after waiving competitive bidding requirements in certain limited emergency situations; and

WHEREAS, on November 2, 2021, the District Board of Directors unanimously adopted Resolution 8656 invoking the District's emergency contracting procedures and authorizing the General Manager to execute necessary contracts for the rehabilitation of Kastania Pump Station; and

WHEREAS, rehabilitating the Kastania Pump Station and returning it to service is necessary to improve the operational efficiency of the District's imported water supply, especially during drought when augmenting its water supply and preserving its local supply is essential; and

WHEREAS, the District proposes to rehabilitate and complete minor alterations to the Kastania Pump Station to improve the operational efficiency of the District's imported water supply; and

WHEREAS, the Board of Directors finds that a significant emergency situation continues to exist due to the ongoing drought conditions in Marin County; and

WHEREAS, the delay resulting from a formal competitive solicitation of bids for rehabilitation of the Kastania Pump Station would significantly impair the District's ability to complete the project; and

WHEREAS, the Board of Directors finds that this continued emergency action authorizing the General Manager to execute necessary contracts is required to respond to the emergency need to rehabilitate the Kastania Pump Station and to avoid further delay and additional costs to the District that would result in a change of direction at this point, as staff expects delivery of the components necessary to complete the project very soon.

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

Pursuant to District Code Section 2.90.55, this continued action is necessary to ensure expeditious rehabilitation of the Kastania Pump Station in response to the drought emergency and to avoid delay and additional cost to the District.

PASSED AND ADOPTED this 1st day of March, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

Approval Item

TITLE

Watershed Recreation Management Plan Contract Approval

RECOMMENDATION

Approve professional services contract MA 6065 between Marin Water and Alta Planning + Design Inc. for the development of the Watershed Recreation Management Plan

SUMMARY

Marin Water partnered with the Golden Gate National Parks Conservancy (GGNPC) to engage Marin Water Board members, executive leadership, stakeholders, and constituents in early scoping of a Watershed Recreation Plan (Plan). Input received through the scoping process was integrated into a Request for Proposals (RFP) for a Recreation Management Plan for Marin Water's Watershed Lands. The RFP was presented to the Operations Committee at the September 16, 2021 meeting. Through the RFP process District staff identified Alta Planning + Design Inc. as the most qualified firm to assist the District with Stakeholder engagement and the development of a Watershed Recreation Management Plan.

Staff with the Operations Committees support recommends that the Board of Directors review and approve contract MA 6065 with Alta Planning + Design Inc. for the development of a Watershed Recreation Management Plan.

DISCUSSION

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. With the onset of the COVID 19 Pandemic and associated Shelter in Place Orders the number of watershed user's drastically increased, overwhelming many of the District's facilities (restrooms, parking lots, trash receptacles and popular trails). This dramatic increase demonstrates the significant value of natural areas and open space lands to the community and their deep connection to these areas, it also accentuated long-standing watershed issues and ongoing conflicts between different user groups.

Currently, the District has two overarching management plans for the watershed. The Roads and Trails Management Plan (RTMP 2005) and the Biodiversity, Fires, and Fuels Integrated Plan

(BFFIP 2019). The primary goals and objectives of the RTMP is to protect water quality through the application of best management practices for roads and trails maintenance. While the BFFIP focuses on the actions that the District will implement to reduce fire hazards and to maintain and enhance ecosystem function. Neither of these plans directly address recreational activities on the watershed. A Watershed Recreation Plan will evaluate current watershed use patterns and opportunities to support safe inclusive use with an emphasis on protecting the watershed unique biodiversity, habitat, and water quality. The plan would aim to facilitate safe access that is supported by appropriate regulations, facilities, partnerships, stewardship programs, and signage which collectively would help protect the District watershed lands.

The overarching goal is to develop guidelines and operational procedures to protect the unique goals of different watershed user groups and the biodiversity of the district's watershed lands. To inform the planning process Marin Water partnered with the GGNPC to convene an initial scoping process to solicit early input. The public scoping meetings were led by a panel of industry professionals and included breakout session with stakeholders to explore pertinent recreational management topics. The scoping process allowed for stakeholders to provide early input which has been used to shape the RFP and the contract scope of work for the development of the Watershed Recreation Management Plan.

Initial Public Scoping

Marin Water and the GGNPC organized the public scoping process around two initial stakeholder meetings. Meeting number one (1) was held on May 21, 2021 and was designed to provide some foundational language and concepts relating to recreation planning, the roles of partnerships and social issues relating to access to public lands. Meeting number two (2) was held on June 25, 2021 and was designed to solicit public input from community members and was focused on getting early input on the value of a recreation management plan and the future desired conditions for the watershed that community members wanted to see. Marin Water and the GGNPC organized topical speakers for the meetings, facilitated breakout discussions with stakeholders and outreach to over 56 community organizations to solicit public input. In total, 227 community members participated in the initial public scoping meetings.

Watershed Recreation Management Plan

Based on watershed visitor observations and input received through the initial scoping effort, Marin Water developed an RFP to solicit proposals from consultants with expertise in recreation planning. Through this process the District identified Alta Planning as the most qualified firm to assist the District with the plan. The planning process will include a robust stakeholder engagement process to help inform the development of the plan. The Watershed

Recreation Management Plan is meant to complement existing management plans and help to influence recreational culture to address long-standing issues between various visitor groups.

Marin Water will work with the consultant to develop a holistic visitor management framework to guide watershed operations to support the different visitor goals while protecting water quality and biodiversity. The consultant contract will include a literature review of relevant management plans, a community engagement plan, visitor use survey and data collection effort, a facilities assessment, partnership and outreach analysis, and development of recreation management actions.

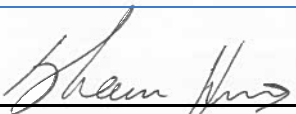

Upon approval of the contract, District staff will work with the consultant to develop a project schedule and stakeholder outreach strategy. District staff will present the overarching project schedule at the March 17th Watershed Committee. District staff recommends that the Board of Directors review and approve contract MA 6065 with Alta Planning + Design Inc. for the development of a Watershed Recreation Management Plan.

FISCAL IMPACT

Marin Water has budgeted \$266,000 within the Watershed Administration Budget Fund Center 2041 to support the development of a Watershed Recreation Management Plan and stakeholder engagement effort in 2022-2024.

ATTACHMENT(S)

- 1. MA 6065 Alta Planning + Design Inc.

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed	 Shaun Horne Watershed Resources Manager	 Ben Horenstein General Manager

Misc. Agreement No. 6065

AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter "District", and **Alta Planning + Design Inc. (Consultant)**, hereinafter, "Consultant".

WHEREAS, Consultant is a duly qualified consulting firm, experienced as an environmental consulting organization with expertise in recreation planning and environmental compliance.

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 recreation management planning services for the District's watershed lands.

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 **\$266,000** 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', subconsultants', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend 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 31, 2024**, 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:

MMWD: Marin Municipal Water District
Attn: Sabrina Gonzales
220 Nellen Avenue
Corte Madera CA 94925

CONSULTANT: Alta Planning
Attn: Michael Jones
304 12th Street,
Oakland, CA 94607
415-482-8660

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: Sabrina Gonzales, by certified mail."

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

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

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

ALTA PLANNING + DESIGN INC.

Dated: _____ By _____
Michael Jones, Principal

MARIN MUNICIPAL WATER DISTRICT

Dated: _____ By _____
Bennett Horenstein, General Manager

SCOPE of WORK

Marin Water Recreation Management Plan: Scope of Work

Task 1: Project Management and Administration

Task 1.1 Kick-off Meeting with Alta

Alta will attend an initial meeting with Marin Water to finalize the project scope, schedule, and coordination to resolve the Work Plan and procedures for producing the plan. Other objectives include:

- Review project goals and objectives
- Review and confirm Data Request Memo
- Determine core stakeholder group (staff from Marin Water, County Parks, State Parks, GGNRA, local agencies, etc)
- Identify other agencies and organizations with which to coordinate
- Establish communication channels with Marin Water staff
- Review and list applicable design, environmental, and planning standards
- Discuss the public involvement plan
- Establish procedures for progress reports and quality control

Changes to the Work Plan will be made (if necessary) at the conclusion of this effort, and an amended Work Plan and Schedule will be delivered for Marin Water staff and other core project team members.

Task 1.2 Staff Coordination

Alta will provide Marin Water staff with regular updates through monthly video conferences to ensure good communication on upcoming tasks, ensure stakeholder feedback is incorporated in Alta reports, and to make sure the project remains on time and within budget. We request Marin Water identify staff to be involved with the project.

ESA to participate strategically up 4 hours.

Task 1.3 Project Management

Alta will provide overall project management, including coordination with Marin Water staff and other entities, preparing and maintaining the project schedule, preparing and reviewing invoicing, preparation of monthly budget and work progress reports, coordinating/facilitating public meetings, preparing draft and final reports and presentations, and monthly meetings (as needed) with Marin Water staff.

Task 1 Deliverables:

- Submit monthly invoices and progress updates
- Develop presentations for stakeholder meetings and Board of Directors Meetings
- Attend monthly public meetings and capture meeting minutes
- Project data management

Task 2: Literature Review

The Alta team will prepare a Data Request Memo identifying the range and type of information we are seeking, including plans, policies, reports, background, and base information. We will review local policies, guidelines, adopted plans, EIRs/EISs, topographic, geologic, biological and hydrology data, cultural resource plans, maps, survey data, and conduct an initial site visit to major trailheads and other features. This will include the collection of geo-data and other maps of Marin Water and other lands, trails, roads, available traffic and parking counts, visitor use counts, traffic/parking counts, user surveys, environmental surveys, and other materials.

The Alta team will prepare a literature review that and summarizes relevant plans/historical documents including:

- Mt. Tamalpais Watershed Road and Trail Management Plan (RTMP) and Final Program Environmental Impact Report
- RTMP Amendment-Final Azalea Hill Initial Study Mitigated Negative Declaration (ESA)
- Marin Municipal Water District 2012-2013 Mt. Tamalpais Visitor Use Census and Survey
- Biodiversity, Fire, and Fuels Integrated Plan and Final Program Environmental Impact Report (ESA)
- Lagunitas Creek Stewardship Plan (ESA)
- One Tam Annual Work Plan 2020 and 2021
- Peak Health Report
- Golden Gate National Parks Conservancy Memo, July 26, 2021
- 2000 S.B. 271 Watershed Assessment and Erosion Prevention Planning Project for Redwood Creek (ESA)
- TAM E-Bike Report
- Historic news articles relating to recreational conflicts within the watershed
- Drinking water regulation in regards to recreation
- Historic recreation planning processes in the 1980's

The Alta team will conduct up to three (3) interviews with other water districts in the Bay Area, California, and/or nationwide and two (2) meetings with One Tam Partner Agencies. In addition, the Alta team will collect and review published research on public access, carrying/visitor capacity, environmental protection (ESA), protecting biodiversity and water quality (ESA), and recreation management of a selection of local, state, and national water districts.

Building on our team's district-specific experience, ESA will contribute expertise in trail and trail use compatibility with the key habitats and species in the district by reviewing MMWD reports on district vegetation communities, and fish and wildlife species. This input will provide scientific grounding for decision making. The conclusion of this review will inform the criteria used to geographically prioritize management actions in Task 3.4.

Task 2 Deliverables:

- Literature Review Memo to be integrated into the Final Watershed Recreation Management Plan

Task 3: Watershed Recreational Management Plan

Alta will develop a Watershed Recreation Management Plan based on an industry-standard visitor use management framework. The plan will identify management goals and objectives. It will also clearly state what issues are being addressed, what issues are beyond the scope of the plan, and the organizational constraints that limit the scope of the plan.

Based on the efforts over the past year to collect stakeholder input, the plan should also be grounded with data that will allow for an objective and quantifiable measurement of benefits and impacts. The plan should include a robust public engagement process by stakeholders and the public that allows for meaningful feedback, natural resource protection and stewardship of the watershed, and inclusive and effective visitor management strategies based on the realities of limited resources. Adaptive visitor management techniques will allow Marin Water to fine-tune public access and recreation opportunities in order to arrive at an optimal solution.

Task 3.1 Community Engagement Plan

Alta will develop a community engagement plan that establishes a collaborative planning framework to ensure that a diverse range of stakeholder and community interests are being addressed. The plan will include a strategy for engaging stakeholders and an overall approach for facilitating public community meetings and events throughout the planning process. ESA and Ashley D'Antonio will assist and attend workshops as needed and within their budget.

Alta has found ways to reach different groups in Marin, including holding workshops online, reaching out to the various citizen groups in Marin, holding workshops in schools for parents and school children, having Spanish translators present, holding field trips, using interactive maps, and video and PowerPoint presentations.

Task 3.2: Visitor Information

Alta will review existing visitor information and identify opportunities for improving communication with visitors to foster responsible recreation, stewardship, and natural resources protection. This may include surveys of the public conducted in the field, online, or other means, informational and regulatory signage, branding and marketing, social media content, interpretive materials, and bilingual signage.

VISITOR USE SURVEY

Alta will conduct a visitor use survey to inform the plan. Survey methods will align with methods used in the 2012-2013 Watershed Census Survey which Alta led. This will include the use of the National Bicycle & Pedestrian Documentation project (NBPD) methodology and include intercept surveys at the same 21 locations and time periods as the 2012-3 study, and the extensive use of volunteers. Our goal will be to collect enough surveys to update the previous survey. Alta will conduct sample counts at selected locations as well as utilize the District's Eco-Counter data to calibrate and update the 2013 visitor volumes and understand trends in user behavior to help inform potential management actions.

Marin Water will assist Alta in working with local groups to find a sufficient number of volunteers or staff to conduct the counts and surveys. Alta will hold a training session either in-person or remotely, and provide training and count materials. Every effort will be made to

ensure an accurate count so that the numbers can be compared with the earlier survey and trends can be identified.

The surveys will reveal changes in access and trail usage trips to the watershed, along with visitor experience on the roads/trails, interactions with Marin Water staff, common concerns, recommended changes, type of visitor, arrival mode, trails and areas visited, dogs on or off-leash, and other questions. We propose to add new questions to the survey to reveal more information on the trip route and length, e-bikes as a percent of all bikes, and other questions including reactions to some potential solutions such as permits, restricted parking, directional trails, and trails where different groups have priority..

ADDITIONAL DATA

Alta will collect and summarize cell phone aggregated data from the Streetlight and Strava applications to analyze user behaviors within the watershed such as trip routes, volumes, length, time of day, and other details.

In addition, Alta will develop and manage an interactive online survey that includes user demographic and visual preference questions integrated with mapping exercises. The survey will be available in English and Spanish and will assist in gathering input on community needs/priorities and challenges. The online community survey will meet Marin Water's web standards for accessibility. Marin Water will be provided administrative access to track comments in real-time. Users will have the option to vote on public suggestions and comment on other users' virtual map pins creating a community dialogue about opportunities and issues facing the watershed.

SIGNAGE AND MAPS

Alta will work with Marin Water to make strategic updates to the watershed signage program, including the development of a new watershed visitor access map so that it is readable on a smart phone, and develop design guidelines for additional informational signage. Special attention will be taken to ensure signage is easily understood by the public using graphical images where possible.

The signage guidelines will emphasize drinking water protection, biological diversity, trail etiquette, responsible recreation, and natural resources stewardship. This includes clear delineation of sensitive habitat and other areas where people, dogs, and horses need to keep on trails. Trail etiquette signs will conform with the most effective graphics in use today in recreational areas and corridors. This is especially important on steep slopes where mountain bikes can have excessive speed

Alta will identify and develop other communications content for the watershed such as bilingual signage, social media content, and natural resources interpretation materials within the budget for the project.

Task 3.3 Partnerships and Outreach

Alta will work with Marin Water and stakeholders to outline partnership models and outreach strategies based on the Community Engagement Plan developed in task 3.1. Alta will evaluate

existing programs and look for opportunities to enhance these efforts in collaboration with existing community organizations as well as new visitor groups.

3.3.1 Community Meetings

Alta will facilitate up to four (4) public meetings in multiple locations to connect with a broader spectrum of the community. These Open Houses will be held at each of the following phases of the project:

- **First Series: The first round of meetings will focus on educating the public about the plan, presenting facts on current conditions, and listening to the needs, concerns, and interests of the public**
- **Second Series: The second round of meetings will focus on recommended changes in recreation facilities and management policies. Ideally these will be hosted in the field as a pop-up event at a key location within the watershed**

ESA will provide technical input for meeting materials and support the public process through meeting attendance. Ashley D'Antonio will strategically attend meetings specifically related to visitor use and natural resource management. Alta Principal, Michael Jones, will act as lead facilitator and point of contact for community participants.

Community input collected during the public outreach process will be summarized and incorporated into a section of the Recreation Management Plan

3.3.2 Stakeholder Coordination

Alta shall participate in up-to fifteen (15) stakeholder coordination meetings to support the development of the recreation plan. Meetings will be held with key stakeholders to be identified and approved by Marin Water.

Alta will lead each of these meetings and will provide meeting agendas, preparation of meeting minutes summarizing actions taken, actions to be taken, responsible party, and resolution date. Ashley D'Antonio will strategically attend meetings specifically related to visitor use and natural resource management.

3.3.3 Project Website

To help support online engagement, Alta will create a project website to either be hosted by Alta as a stand-alone site or as a dedicated page on Marin Water's website. This will include basic project information (schedule, meeting and outreach dates, posting draft documents, etc.) and a regular set of engagement opportunities. The project website will meet Marin Water's web standards for accessibility. Alta will purchase an easy-to-remember domain name for the project, set up to redirect to either the standalone site or Marin-hosted webpage. Alta has found this URL mask to be helpful for branding, noticing, and social media distribution.

Optional Virtual Engagement:

Depending on current public health guidelines, workshops may be conducted online. Alta has hosted dozens of virtual workshops with hundreds of attendees and is prepared to bring deep expertise of online engagement to this project.

3.3.4 Volunteer Program Research

Alta will evaluate Marin Water's existing volunteer programs such as the Tamalpais Bee Lab, Watershed Litter Cleanup, Watershed Ambassadors, Frog Docents, Turtle Observers, and others, assess other successful regional efforts such as One Tam, State Parks, GGNRA, GGNPC, and East Bay Regional Parks, and identify opportunities for updating volunteer and outreach efforts.

Stewardship and Safety Patrol information will be developed in coordination with Marin Water's Ranger and Volunteer program. Marin Water is interested in modeling this program after the East Bay Regional Park District's programs. Alta will work with stakeholders to develop a program format that aligns with the District's mission. This will not be designed as an enforcement tool, but rather as an educational and outreach program to promote responsible recreation and environmental stewardship.

Alta will summarize our findings as part of the Volunteer Program Chapter of the Recreation Management Plan

Task 3.4 Visitor Management Strategies

Alta will summarize Marin Water's existing regulations and land use policies and options for modifications to support varied visitor goals and further protect natural resources. Alta will compare Marin Water's policies and regulations to those used by other Municipal Water Districts and open space land managers nationwide, which will inform and justify a matrix of potential changes to Marin Water's policies and regulations. ESA will provide high-level review of potential options for consistency with environmental guidance and other applicable plans.

Alta does not expect there will be any major modifications to current District priorities and policies, but rather a matrix of potential options on how to best meet those policies and priorities.

RECREATION MANAGEMENT BEST MANAGEMENT PRACTICES (BMP'S)

Alta will identify successful visitor use management strategies as part of the literature review, and will develop Recreation Management Best Management Practices (BMP's) for the watershed. These will work in tandem with current management strategies that seek to minimize impacts of visitor use on trails and roads.

GIS, MAPPING, AND DATA TOOLS

ESA will conduct a targeted GIS analysis to identify areas of conflict between existing biological resources and recreation use and facilities. This analysis will rely on available data. Specific concerns to be evaluated include water quality (by reviewing cross slopes, longitudinal trail slopes and proximity to drainage flow paths), water resources, and habitat (by identifying locations where existing trails and visitor facilities intersect or are close to important resources and prioritizing the closure of non-system/social trails through the District's Project Restore efforts). In these locations the condition and use of the existing trails and facilities will be evaluated for compatibility.

Alta and ESA will identify tools for managing trails and fire roads in areas of high visitation or where conflicts with natural resource values are pronounced. This assessment will inform a priority list of potential Project Restore Sites (closure and restoration of social trails).

ACCESS CONTROL

Alta will evaluate options for managing visitor access through registration programs, permits, trail fees, parking restrictions, alternating days of the week for different visitors, directional roads and trails, and other management tools as appropriate.

These strategies and recommendations will be summarized in the Draft and Final Management Plan.

Task 3.5 Recreational Facilities Assessment

Alta will evaluate existing recreational facilities and identify options for improving recreational access and use, with a focus on aligning recreational activities with Marin Water's mission. Alta will identify and evaluate the range of existing recreational activities and the associated goals of various visitor groups. As part of the evaluation, Alta will consider facility crowding and conflicts that can arise between user groups. Alta will present a range of options for facility improvements and potential constraints associated with suggested improvements.

The specific needs of each user group will be identified using survey and count results, combined with best practices and guidelines. Existing and potential conflicts between user groups and the extent of overcrowding will be inventoried, on a location-specific basis, as well as on general terms.

Alta will evaluate options for enhancing visitor experience while avoiding water quality or environmental impacts. Alta's transportation planners will identify trail and road connectivity bottlenecks that are negatively influencing visitor experience and traffic using limited peak period traffic and parking counts to determine capacity. Facility improvements to help alleviate identified issues will be proposed.

These outcomes of this assessment will be summarized in the Draft and Final Management Plan.

Task 3.6 Management Actions

Management recommendations will be built on the work accomplished in the previous tasks. Recommendations will reflect input from partner agencies and the public, and will include a review of existing programs, their impact/effectiveness, and how they could be made more effective in supporting watershed visitors. New management actions will be proposed that can better support visitors while also protecting water quality and natural resources. Recommendations will be aimed at supporting Marin Water's primary mission and policies, and will reflect existing local, state, and Federal land management agency policies and practices, especially as they relate to jurisdictional enforcement and implementation issues.

Criteria will be developed to help evaluate and prioritize physical and management recommendations, and weighted for relative influence. These will be organized into a Decision Matrix, and presented to Marin Water Staff to confirm the weighting and selection of criteria. Following staff approval, the Decision Matrix will be presented to stakeholders and the public before being finalized. The Decision Matrix will be included in the Draft and Final Management Plan.

Task 3.7 Adaptive Management

Adaptive management of the watershed should harmonize ecological and recreational values through management activities that can react to changing conditions and proactively integrate new data into decision making. Adaptive management depends on constant monitoring and evaluation of progress towards balancing key drivers of ecological stability with recreation intensity.

Alta will include this adaptive management strategy in the Draft Recreation Management Plan, and will include adaptive strategies to manage biological resources and visitation differently for each zone. The strategy will include thresholds for visitation and available ecosystem monitoring indicators. While these thresholds may change with time, the goal will be to identify contextual performance based adaptive policy changes to manage trade-offs between visitation and ecosystem management.

Task 3 Deliverables:

- Draft and Final Watershed Recreation Management Plan

Task 4: Environmental Review Assessment

ESA will evaluate the Recreation Management Plan in relation to existing management documents to confirm the plan is consistent with other plans and to identify approaches for CEQA compliance and review. The potential long-term implications and planning-level costs associated with different environmental review approaches will be reviewed.

Task 4 Deliverable:

Memo to Marin Water outlining options for Environmental Review (ESA)

Deliverable Format

All deliverables will be submitted in electronic formats as: Adobe PDF format (the entire document); Word format (for all text and any other Word elements of the report); and Excel format (for all data and tables in Excel format for the report). In addition, the final Watershed Recreation Management Plan will be submitted as: 20 bound original documents and as a compressed web-ready PDF. All GIS data will be compatible with ArcGIS version 10.6.1 with coordinates in State Plane CA, feet, zone III FIPS 0403, NAD83.

BUDGET

Alta Planning + Design, Inc.*Billing Rates - 2022*

Labor Category	Rate Typical Classifications Included in Rate
Labor Category 1a	\$355 Senior Principal
Labor Category 1b	\$300 Principal
Labor Category 1c	\$280 Principal
Labor Category 2	\$247 Principal
Labor Category 3	\$240 Principal, Senior Associate
Labor Category 4	\$225 Principal, Senior Associate
Labor Category 5	\$216 Principal, Senior Associate
Labor Category 6	\$208 Principal, Senior Associate
Labor Category 7	\$203 Principal, Senior Associate
Labor Category 8	\$195 Senior Associate, Associate
Labor Category 9	\$185 Senior Associate, Associate
Labor Category 10	\$180 Senior Associate, Associate
Labor Category 11	\$175 Associate, Senior
Labor Category 12	\$161 Associate, Senior
Labor Category 13	\$151 Associate, Senior
Labor Category 14	\$138 Senior, Level I
Labor Category 15	\$128 Senior, Level I
Labor Category 16	\$116 Level I, Level II
Labor Category 17	\$103 Level I, Level II
Labor Category 18	\$98 Administration
Labor Category 19	\$80 Intern
	\$73 Recreation Management Specialist

Rates are presented in US Dollars (US\$) and are subject to change at any time.

Subconsultants and reimbursable expenses will be charged at cost + 10% markup.

Mileage will be charged at the provisional standard rate.

In-house reproductions will be charged as follows:

<i>Color copies</i>	\$0.65/ page
<i>Black and white copies</i>	\$0.20/page
<i>24" x 36" large format plot</i>	\$17.50/sheet
<i>36" x 48" large format plot</i>	\$32.50/sheet

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

Approval to Recruit and Hire Mechanical & Electrical Maintenance Planner

RECOMMENDATION

Authorize the General Manager to recruit and hire one Mechanical & Electrical Maintenance Planner in the Operations Division

SUMMARY

A Mechanical & Electrical Maintenance Planner position became vacant in December of 2021 upon the retirement of the incumbent. Staff is requesting authorization for the General Manager to recruit and hire one permanent Mechanical & Electrical Maintenance Planner.



The Maintenance Planner researches and purchases parts and equipment needed to perform maintenance tasks, repairs and modifications at the District facilities; recommends, coordinates and participates in the cataloging of maintenance data at District facilities; determines reporting and analysis needs, sets up and prepares periodic reports of maintenance activities, produces charts and backlog reports for maintenance supervisors, and participates in weekly meetings for planning, scheduling, and coordinating maintenance activities for the mechanical & electrical, controls and corrosion departments.

FISCAL IMPACT

The total annual salary for a Mechanical & Electrical Planner position at step 5 is \$130,500 plus an estimated benefit costs of \$45,675. This position is included in the Operations Division FYE 2022 and 2023 budget. Filling this position will not increase the total number of FTEs in the Operations Division

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Operations	 Paul Sellier Director of Operations	 Ben Horenstein General Manager

Approval Item

TITLE

Approval to Fill Automotive Mechanic II Position in the Operations Division

RECOMMENDATION

Authorize the General Manager to recruit and hire one Automotive Mechanic II in the Operations Division

SUMMARY

There is a vacancy in the position of Automotive Mechanic II in the Operations Division due to a recent separation. Staff is requesting authorization for the General Manager to recruit and hire one permanent Automotive Mechanic II and any other subsequent positions that may become vacant as a result of this recruitment.

DISCUSSION



This class is a journey-level position that requires a broad spectrum of experience in the diagnosis and repair of automotive vehicles and equipment. Incumbents in this class perform the full range of vehicle and equipment service and repair work from oil and lubricant changes, engine overhauls, tune-ups, smog checks, to the repair of mobile construction equipment and small gasoline powered equipment. Incumbents are expected to train workers, apply safety regulations to work assignments, and prepare and maintain written documents using a computer.

FISCAL IMPACT

The total annual salary with benefits for the Automotive Mechanic II position ranges from a minimum of \$107,682 to a maximum of \$131,415. Salary and benefits for the Automotive Mechanic II are budgeted in the Automotive Service, Operations Division budget for FY2022 and 2023. Filling this position will not increase the total number of budgeted Full Time Equivalents (FTEs) within the Operations Division.

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Operations Division	 Paul Sellier Director of Operations	 Ben Horenstein General Manager

Second Public Hearing- Redistricting

TO: Board of Directors

FROM: Molly MacLean, General Counsel
Jerrad Mills, Staff Attorney



THROUGH: Ben Horenstein, General Manager



DIVISION NAME: Office of the General Counsel

ITEM: Public Hearing- Approve Resolution Adjusting Director Division Boundaries Following 2020 Decennial Census (Redistricting)

SUMMARY

On September 23, 2021 and January 27, 2022 respectively, District staff presented information regarding the redistricting process at the District's Finance and Administration Committee meetings. Then, on February 1, 2022, the District held its first public hearing on redistricting. During that public hearing District staff presented twenty-one (21) proposed minor adjustments to ensure realignment with census blocks, LAFCo boundaries and town/city boundaries. Following the first public hearing, the proposed adjustments and map containing the proposed division boundary adjustments were made publicly available on the District's redistricting webpage for review and comment. At this time, no public comments have been received. Tonight, staff recommends that the Board conduct the public hearing and adopt the proposed resolution approving the proposed division boundary map containing the recommended adjustments presented to the Board at the February 1, 2022 public hearing on this item.

DISCUSSION

A five-member Board of Directors governs our District, with each director elected to represent one of five geographic areas. The directors serve overlapping four-year terms. Following each decennial census the District is required to review and, if needed, adjust its electoral division boundaries to ensure that electoral divisions are, as far as practicable, equal in population and in compliance with the federal and state voting rights laws. This process is generally referred to as "redistricting". While adjusting the boundaries of the divisions, the Board may also consider the following factors: (1) topography, (2) geography, (3) cohesiveness, contiguity, integrity, and compactness of territory, and (4) communities of interest within the divisions. A "community of interest" is a population that shares common social or economic interests that should be included within a single division for purposes of its effective and fair representation. Before adjusting the boundaries of a division, the Board is required to hold two public hearings on the matter. The first public hearing was held on February 1, 2022, and tonight the second public hearing will be held.

Overview of 2020 Census Data & Population Changes

The final adjusted 2020 census data indicates that total population in the District service area increased by 8,211 people when compared to the 2010 data. This resulted in a 2020 total population of 192,961, up from 184,750 in 2010. The average number of people in each division increased from 36,950 to 38,592 from 2010 to 2020. Below are the population numbers for each division.

Division	2010 Population	2020 Population ¹	Population Gain
1 (Director Gibson)	36875	38558	1,683
2 (Director Schmitt)	36953	39005	2,052
3 (Director Bragman)	37105	38701	1,596
4 (Director Koehler)	36688	38471	1,783
5 (Director Russell)	37129	38226	1,097

Given that the increases in population over the last ten (10) years were dispersed in a manner that continues to result in relatively equal populations in each division, no division boundary adjustments are required for the sole purpose of maintaining near equal populations in each division. However, staff recommends minor adjustments to the division boundaries to ensure realignment with new census block boundaries. These recommended adjustments are set forth in the fourteen (14) proposed census boundary changes labeled “Census Boundary Change”, which are attached.

Non-Census Related Division Boundary Adjustments

Staff has also proposed seven (7) required adjustments labeled “LAFCo Adjustment”, which are attached, to ensure that newly annexed areas are included within a division and that the division boundaries realign with the District’s LAFCo service area. These adjustments will also ensure that District divisions align with revised city/town boundaries, to the extent possible.

Public Comment Period & Public Outreach

The recommended adjustments discussed above were presented at the February 1, 2022 public hearing on this matter. At that meeting, members of the public were informed that the proposed adjustments would be made available on the District’s redistricting website at www.marinwater.org/redistricting for public review and comment. During this comment period, the District continued to publicize the redistricting process through distribution in our February 2022 Marin Water newsletter and additional publication in the Marin IJ. However, no public comments were submitted regarding the proposed adjustments or the proposed adjusted division boundary map.

¹ 2020 population numbers include proposed division boundary changes.

Population & Demographics of Proposed Map with Adjustments

If the Board adopts the adjusted division boundary map being proposed by staff tonight, the division population numbers and ethnic/racial composition of each division will be as follows.

Population of Divisions with Proposed Adjustments

Director Divisions	2010 Census Population	2020 Census Population	% Deviation from Average Population
Division 1	36875	38558	-0.09%
Division 2	36953	39005	1.07%
Division 3	37105	38701	0.28%
Division 4	36688	38471	-0.31%
Division 5	37129	38226	-0.95%
Total	184,750	192,961	2.02%*
Average Pop. (Ideal Number Per Division)	36,950	38,592	(* Deviations of less than 10% are presumed valid)

The proposed map containing the adjusted division boundaries would result in a 2.02% total plan population deviation, and the highest individual division deviation would be 1.07% in division two. These percentages are in compliance with all legal requirements, which generally presume deviations of up to 10% percent to be valid.

Census Voting Age Population (CVAP) Race/ Ethnicity Data (Citizens Age 18 & Older)

CVAP DATA*	Division 1	Division 2	Division 3	Division 4	Division 5
White	67.97%	51.90%	79.89%	78.54%	71.17%
Black	2.12%	1.80%	1.47%	3.37%	6.89%
American Indian	0.84%	0.87%	1.03%	0.74%	0.94%
Asian	9.61%	6.70%	5.77%	8.17%	8.92%
Native Hawaiian	0.39%	0.27%	0.24%	0.23%	0.29%
Other	2.15%	1.57%	2.52%	1.75%	1.84%
Latino	16.53%	36.45%	8.58%	6.73%	9.41%
Multiracial	0.40%	0.44%	0.51%	0.46%	0.53%

Furthermore, the proposed maps containing the division boundary adjustments, as well as extensive demographic information, have been thoroughly reviewed and analyzed by the

District's legal counsel, who has determined that the proposed map being presented for approval tonight complies with all legal requirements, including federal and state voting rights laws.

Recommendation

Staff recommends that the Board conduct the public hearing and adopt the resolution approving the proposed division boundary map that includes the recommended adjustments discussed above and attached to this report.

FISCAL IMPACT

None

ATTACHMENT(S)

1. Proposed Resolution

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**ADJUSTMENT OF THE BOUNDARIES OF THE DIVISIONS OF
THE MARIN MUNICIPAL WATER DISTRICT
FOLLOWING THE 2020 DECENNIAL CENSUS**

WHEREAS, Water Code section 71250, requires that the District be governed by an elected five member board of directors, who are residents of the divisions from which they are elected; and

WHEREAS, the present five divisions of the Marin Municipal Water District, established for the purpose of electing directors of the District, were fixed and described by Resolution No. 8086 approved on April 5, 2012; and

WHEREAS, Elections Code section 22000 requires the District to adjust its division after each decennial census to ensure that the divisions are, as far as practicable, equal in population and in compliance with applicable state and federal voting rights laws; and

WHEREAS, the federal decennial census was conducted in 2020 and the final adjusted results thereof were made available in Fall of 2021 and subsequently reviewed and analyzed by District staff; and

WHEREAS, after analyzing the 2020 census data, staff has determined that the populations within each division remain as equal as practicable and that no adjustments of the divisions are required solely for purposes of population distribution; and

WHEREAS, while analyzing the 2020 census data, staff however did identify twenty-one minor adjustments to the divisions that are recommended to realign the division boundaries with census block, Marin County's Local Agency Formation Commission boundaries, or city/town boundaries; and

WHEREAS, these proposed adjustments were presented to the Board during the first public hearing on this matter during the February 1, 2022 Board meeting and subsequently posted on the District's redistricting webpage for further public review and comment; and

WHEREAS, the Board held a second public hearing on March 1, 2022, which was duly noticed in the Marin Independent Journal, in compliance with the requirements of Elections Code section 22001 wherein the Board considered public comments submitted on the proposed adoption of the adjusted division map, which includes the twenty-one changes referenced above.

NOW, THEREFORE, BE IT RESOLVED that, following the closure of the second public hearing as described above, the Board of Directors of the Marin Municipal Water District finds:

1. The recitals set forth above are hereby incorporated herein and adopted as findings of the Board.
2. To receive public input and comment on the adjustment of the District's division boundaries, the District conducted public meetings on September 23, 2021 and January 27, 2022, respectively.
3. As required by Elections Code section 22000 et seq., the District conducted the first public hearing on this matter on February 1, 2022, and the second public hearing on this matter on March 1, 2022, during which it allowed all those who wished to do so to provide comments on the proposed adjusted division map.
4. Additionally, the District maintained a redistricting webpage for public review and comment regarding the process, proposed adjustments to the divisions, and other related items.
5. Following the conclusion of the March 1, 2022 public hearing and considering all materials presented and all comment made, the proposed map containing the adjusted division boundaries (1) contains populations within the divisions, are as far as practicable equal in population, and in compliance with applicable law and (2) complies with state and federal voting rights requirements and other applicable law.

BE IT FURTHER RESOLVED pursuant to Water Code Section 71540, the boundaries of the five divisions of the Marin Municipal Water District are hereby adjusted so that said boundaries shall encompass the territory outlined in the Board of Directors' digital GIS map and each division therein, which is attached hereto at Attachment 1 and include the division adjustments set forth in Attachment 2 hereto, which adjustments adopted pursuant to this Resolution shall be submitted to the Marin County Department of Elections by April 17, 2022 and implemented for the November 8, 2022 statewide general election.

PASSED AND ADOPTED this 1st day of March ,2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry L. Russell
President, Board of Directors

ATTEST:

Board Secretary

ATTACHMENTS:

Attachment 1 – Adjusted Division Boundary Map

Attachment 2 - Adjustments

Attachment 1- GIS Map¹



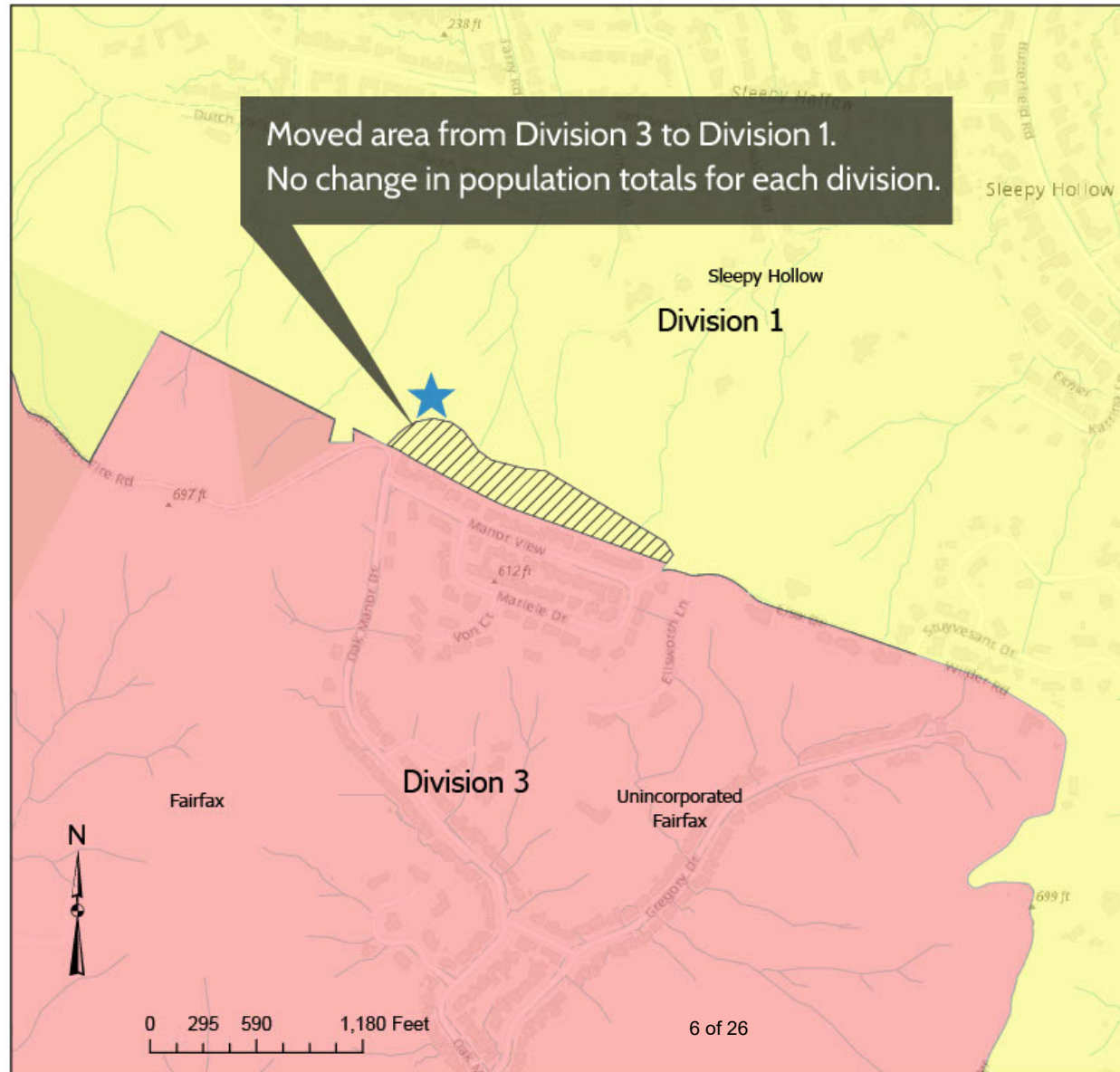
¹ Digital version may be viewed at the District offices.

Attachment 2- Division Adjustments






Census Boundary Change

#1



Legend

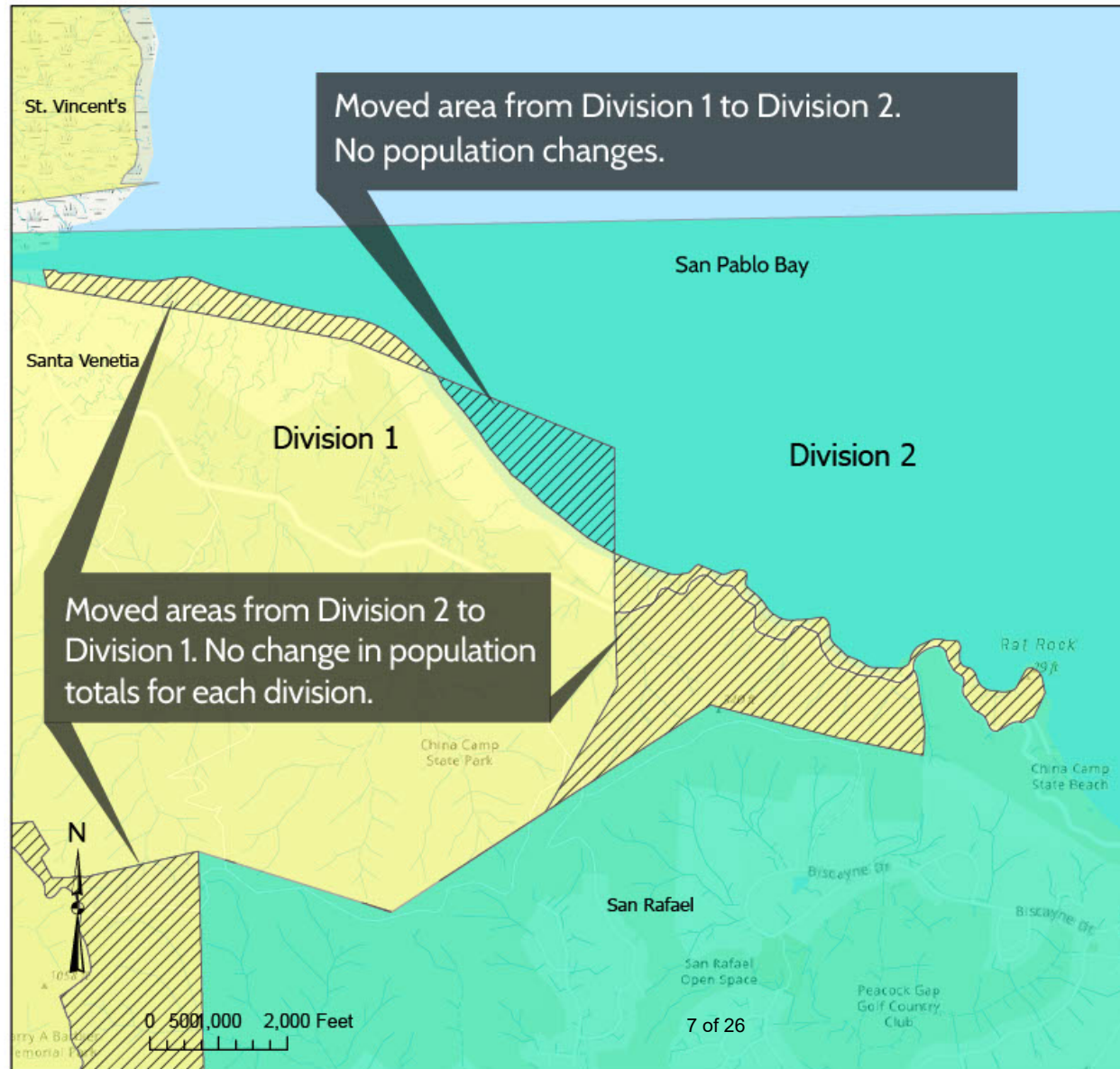
-  Census Change
-  Division 1
-  Division 3

★ **NOTE:** This census boundary change deviated from the 2020 census block to honor communities of interest and acknowledge topographic and geographic factors that would have otherwise impacted 14 residences.






Census Boundary Change

#2

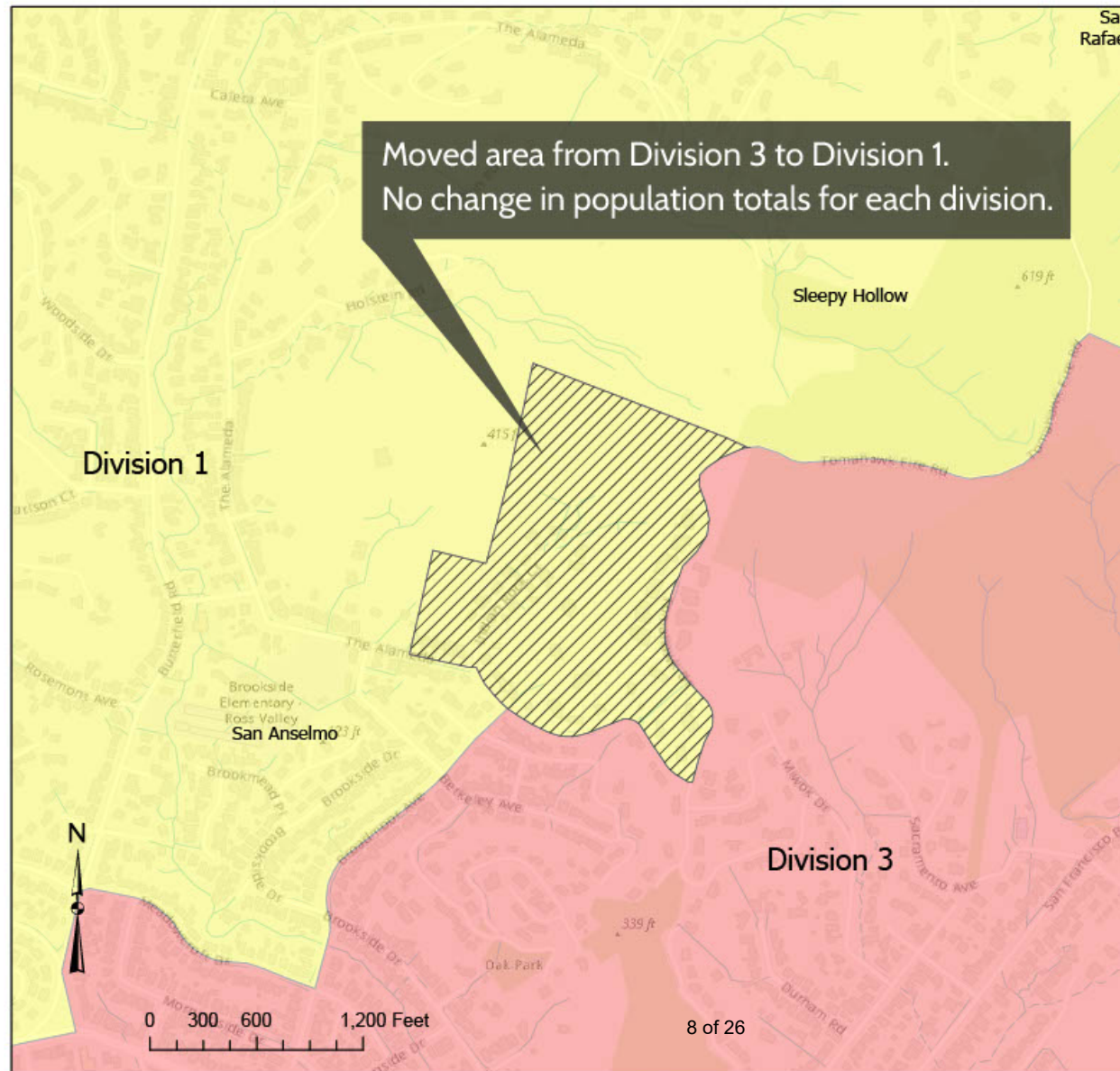


Legend

-  Census Change
-  Division 1
-  Division 2

Census Boundary Change

#3

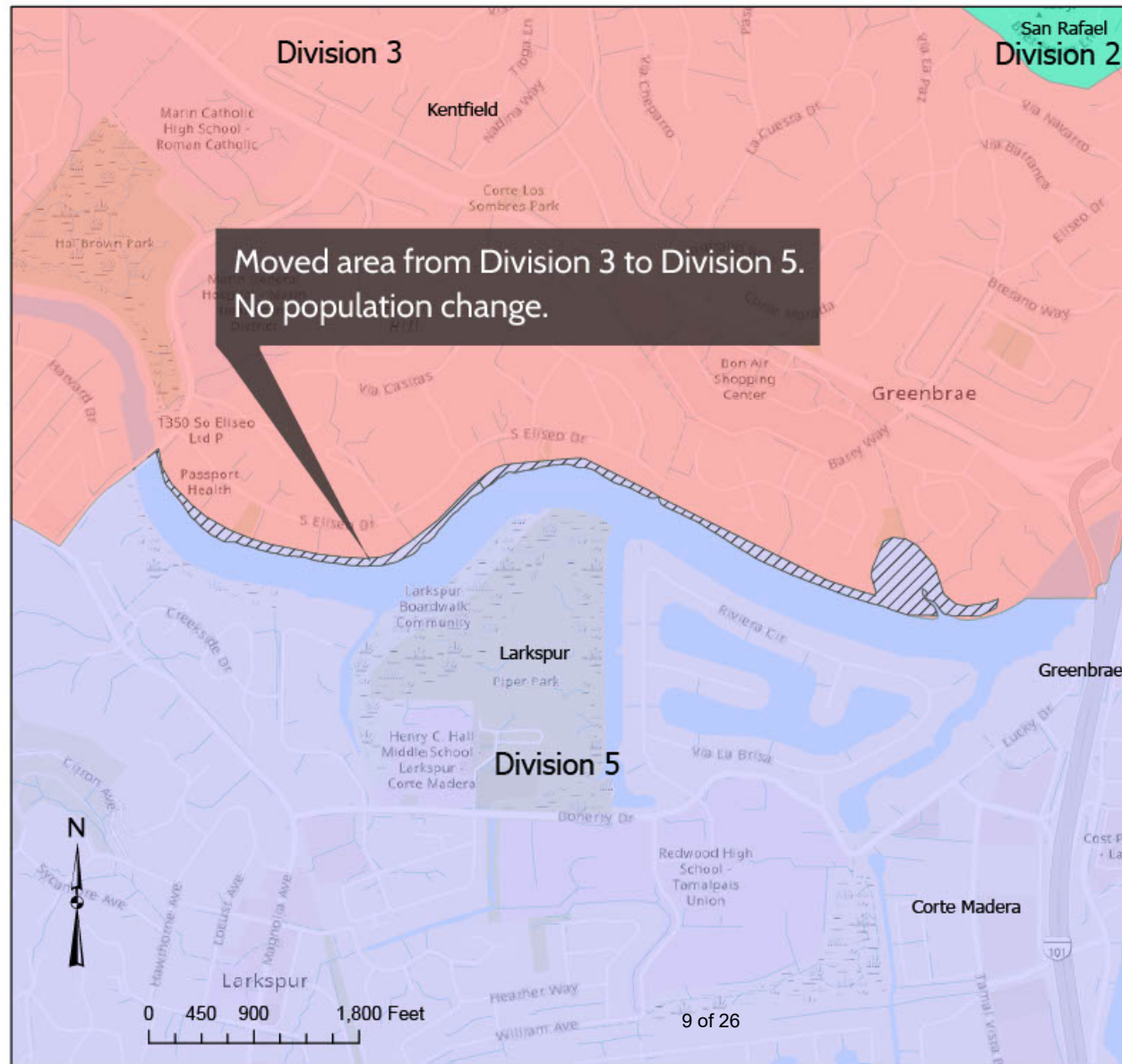


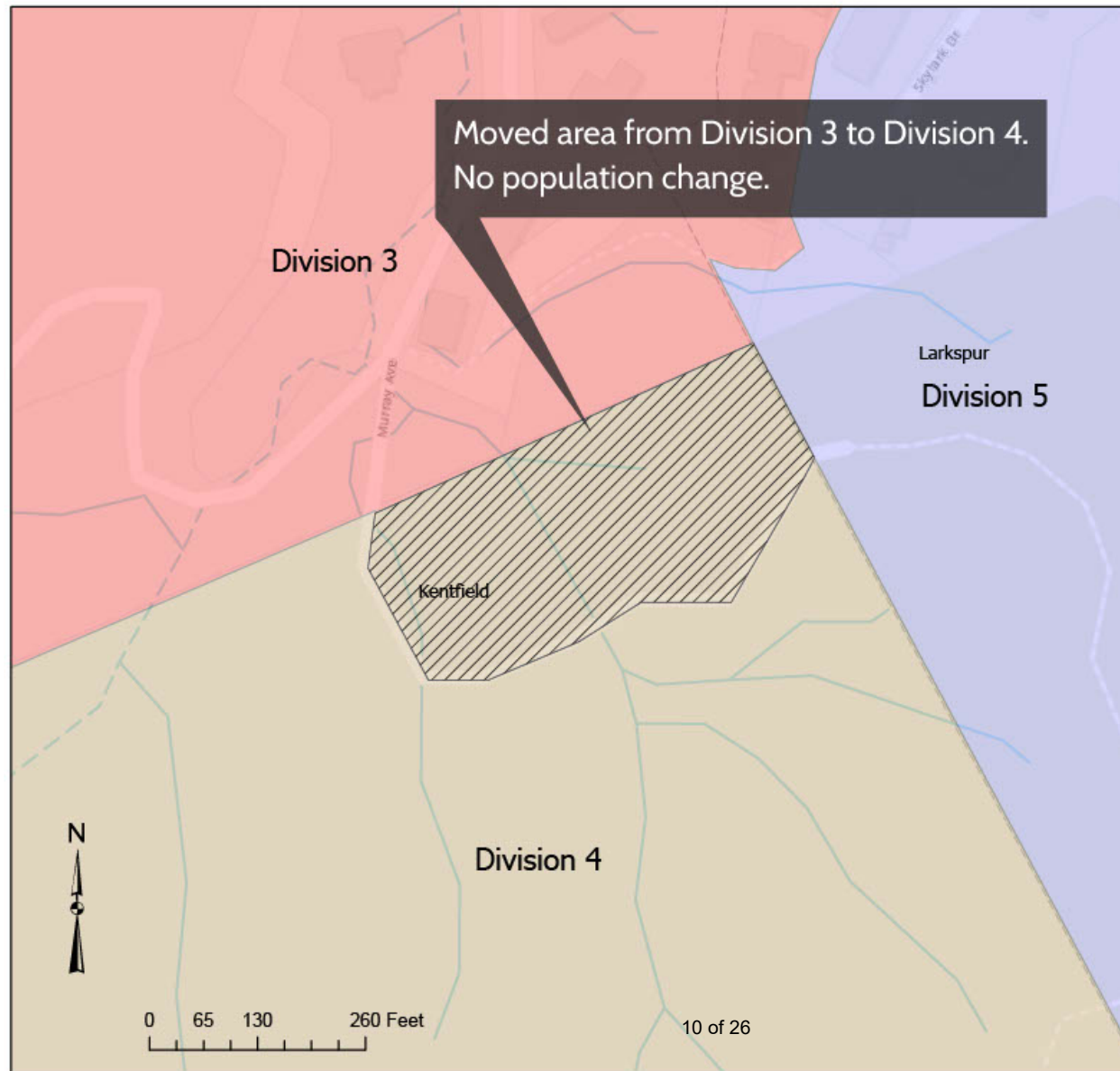
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- Census Change
- Division 1
- Division 3

Census Boundary Change

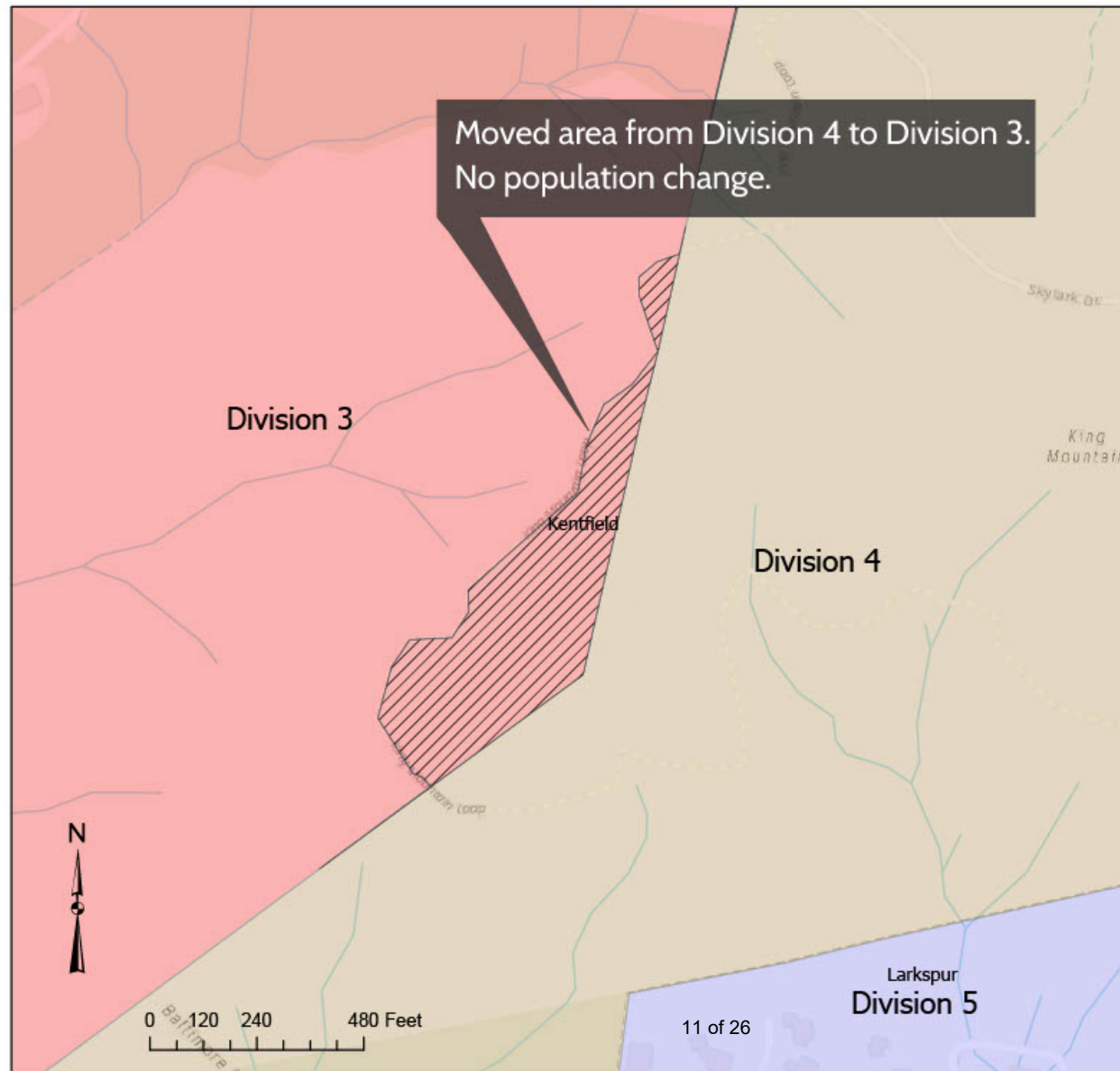
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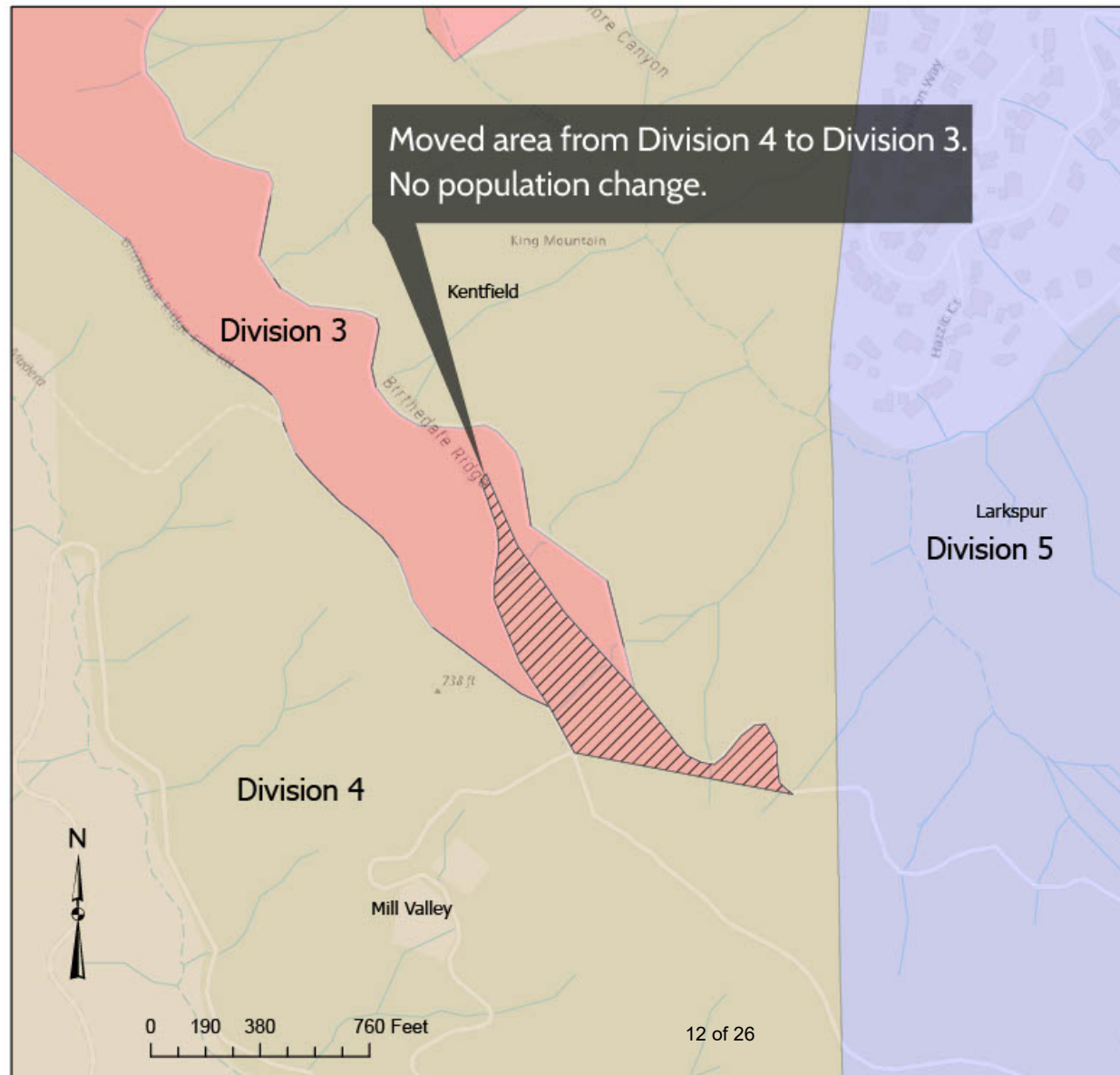
Legend

- Census Change
- Division 3
- Division 4
- Division 5



Legend

- Census Change
- Division 3
- Division 4
- Division 5

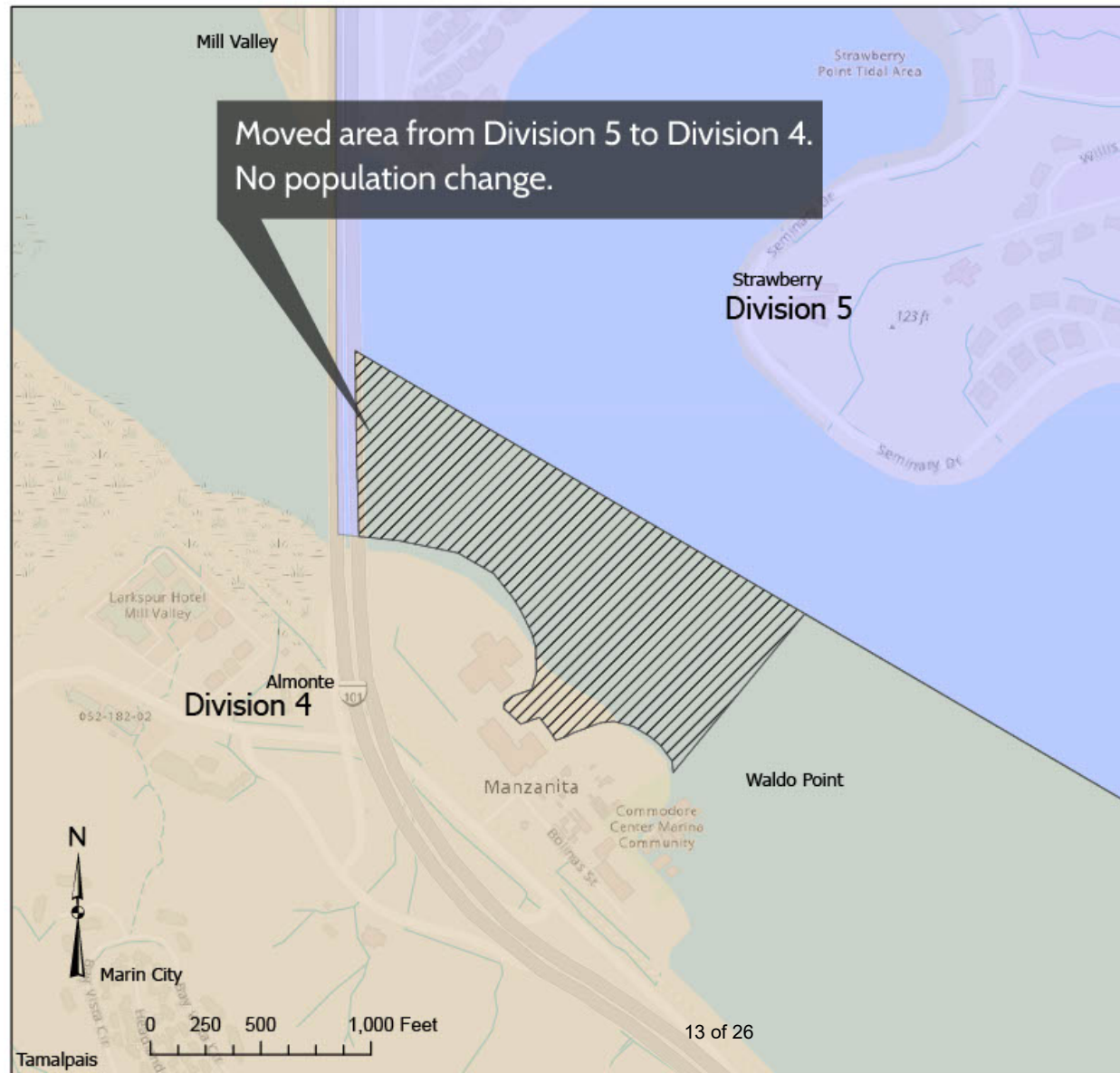


Legend

- Census Change
- Division 3
- Division 4
- Division 5

Census Boundary Change

#8

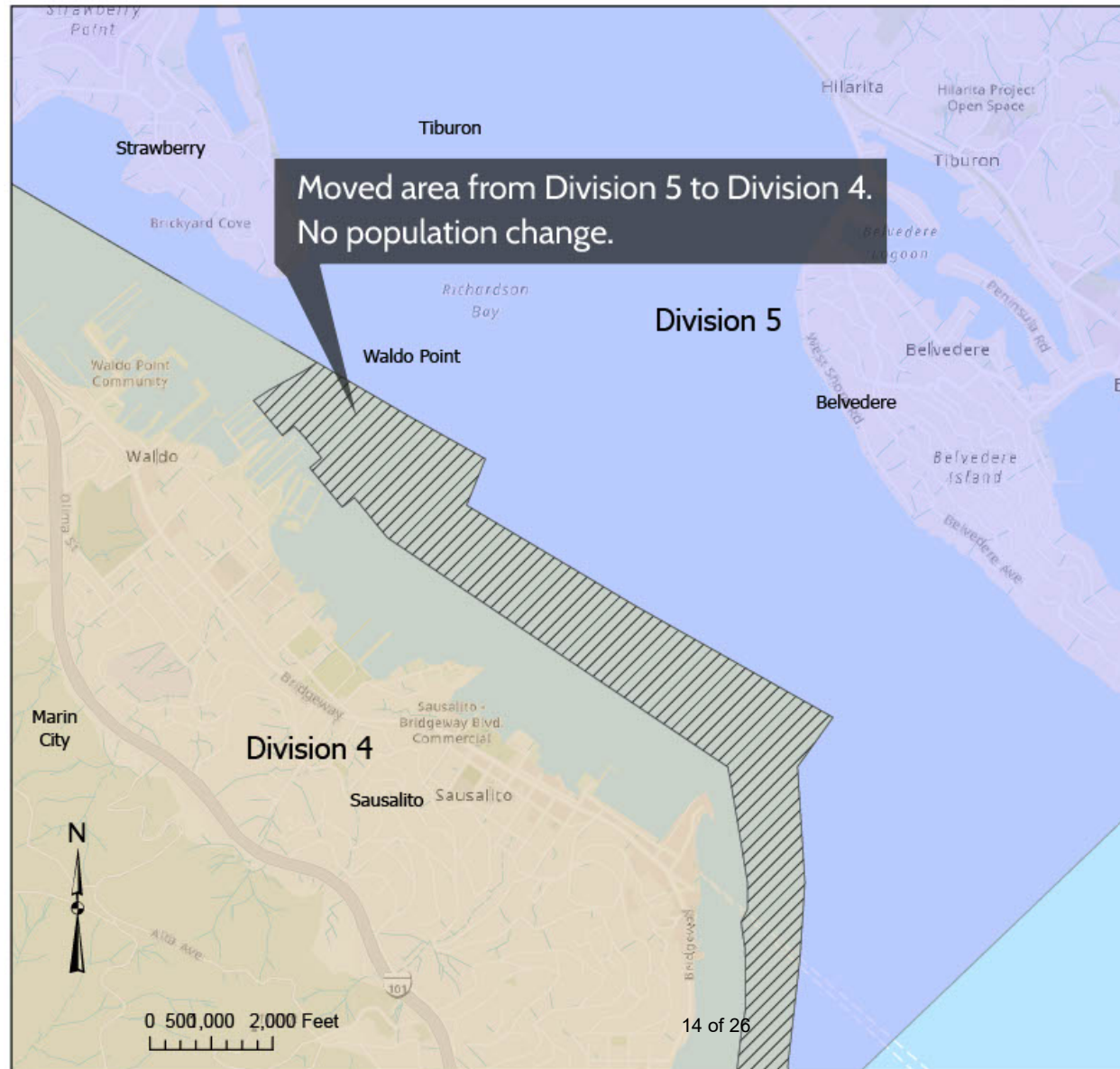


Legend

- Census Change
- Division 4
- Division 5

Census Boundary Change

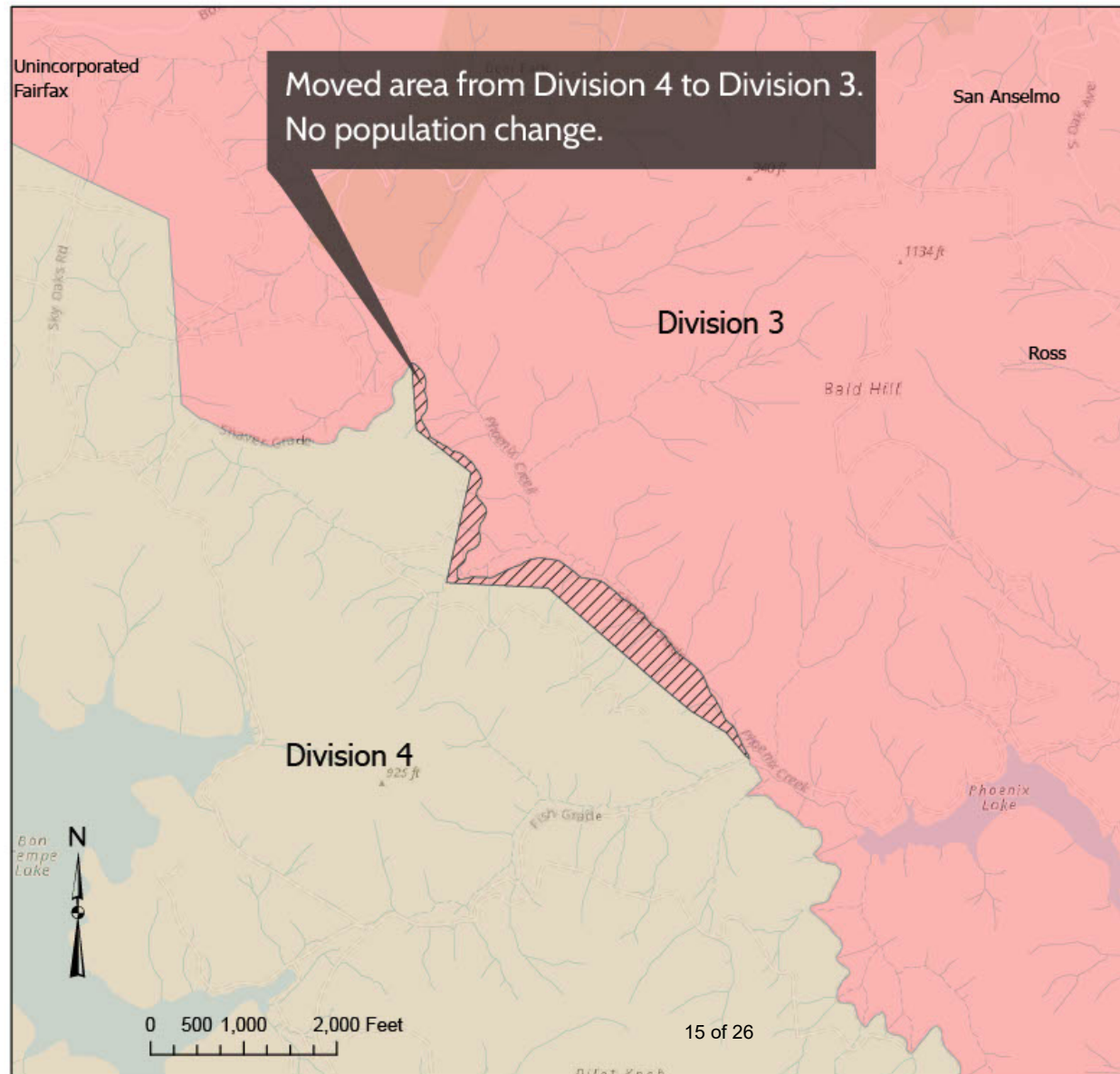
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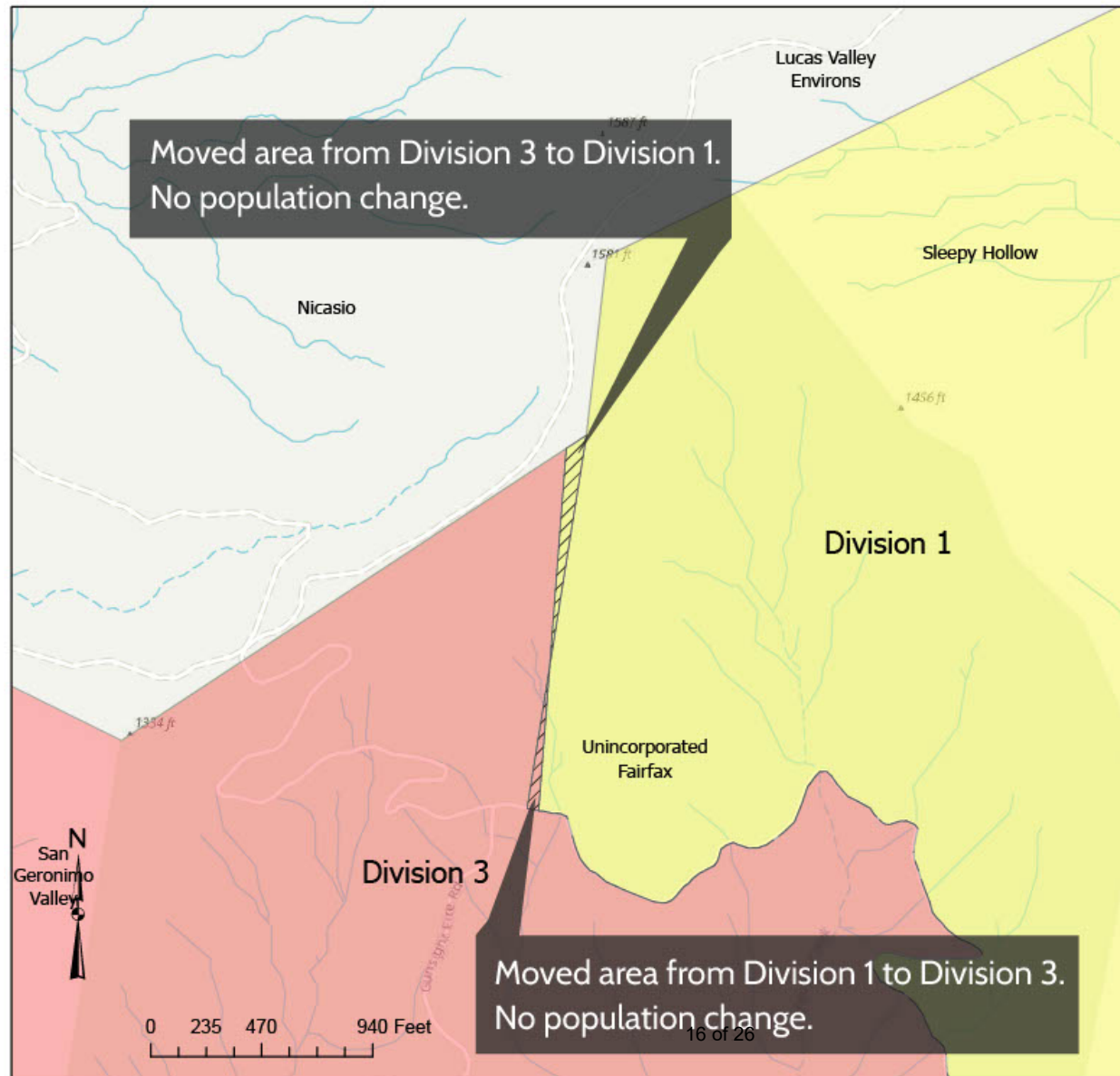
- Census Change
- Division 4
- Division 5





Legend

- Census Change
- Division 3
- Division 4

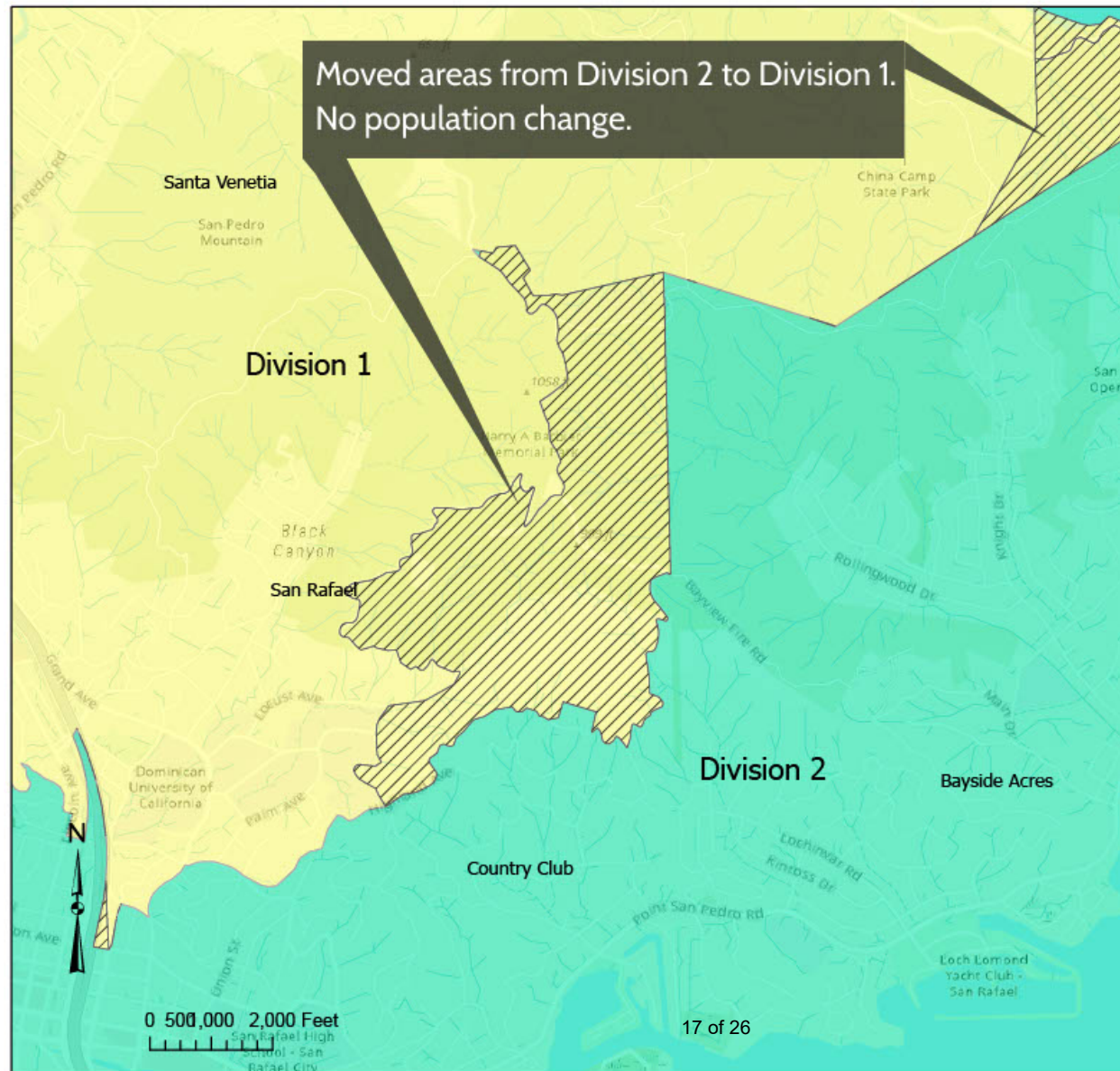


Legend




- Census Change
- Division 1
- Division 3

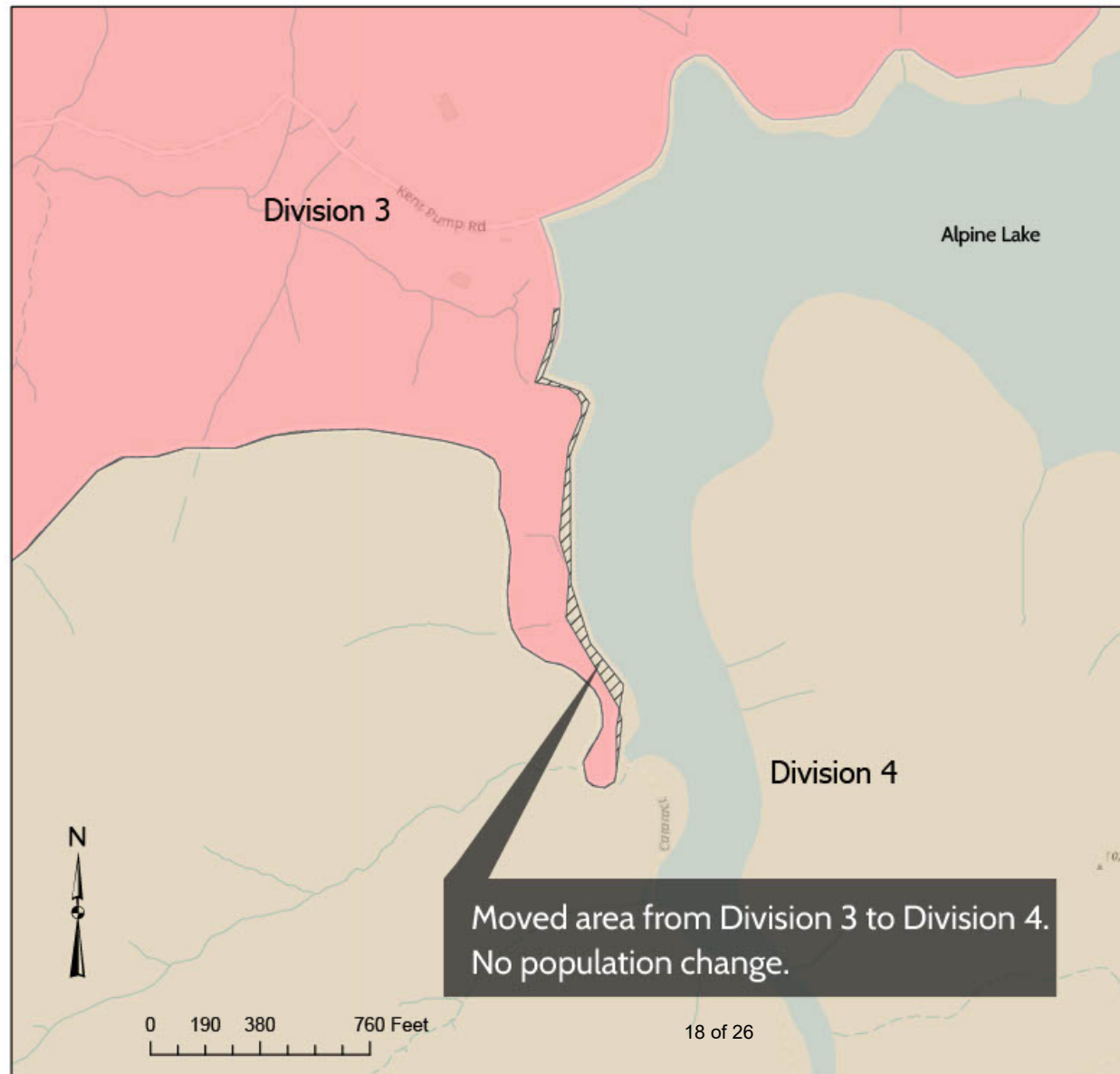
Census Boundary Change

#12



Legend

-  Census Change
-  Division 1
-  Division 2

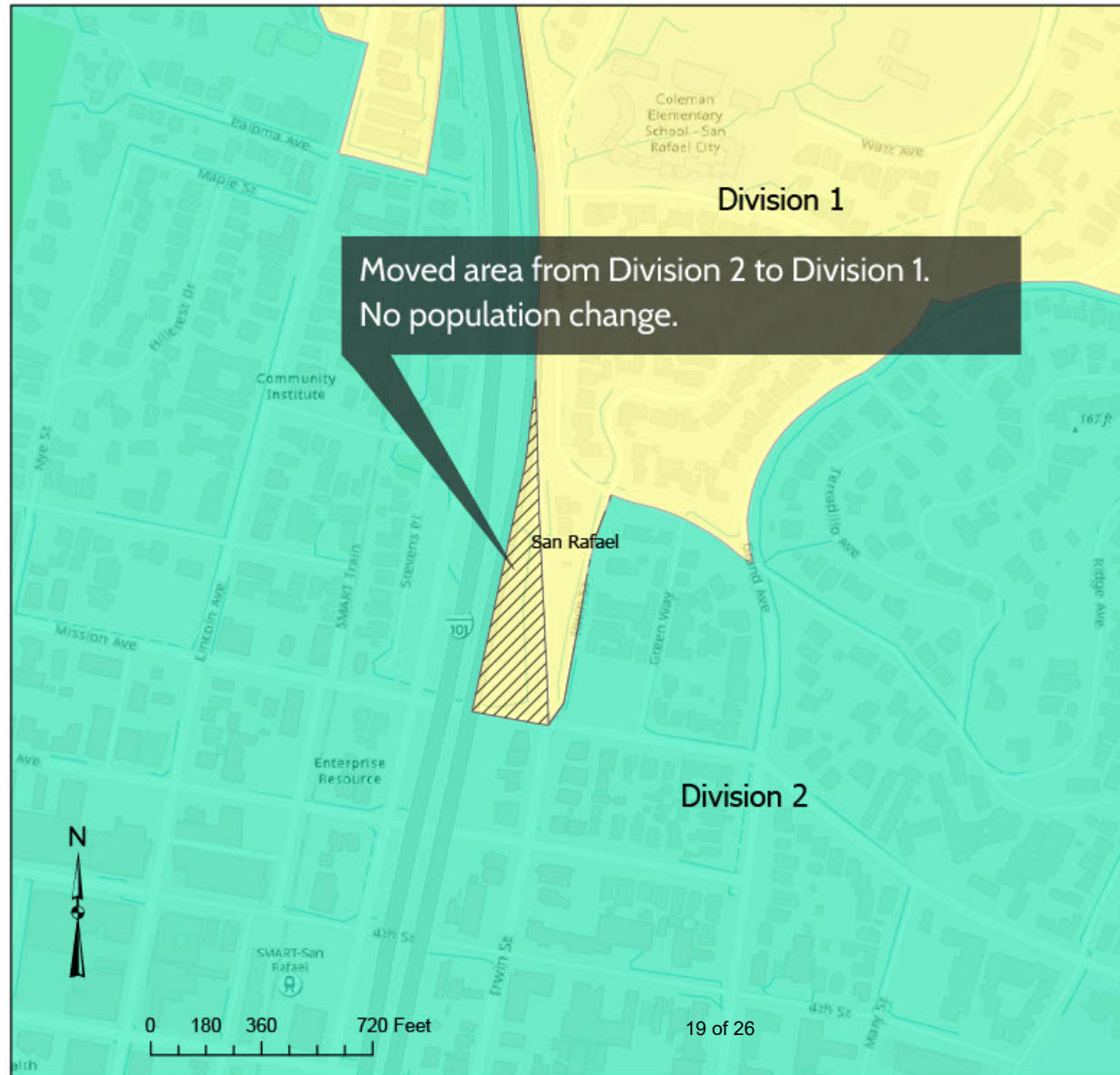


Legend

- Census Change
- Division 1
- Division 2

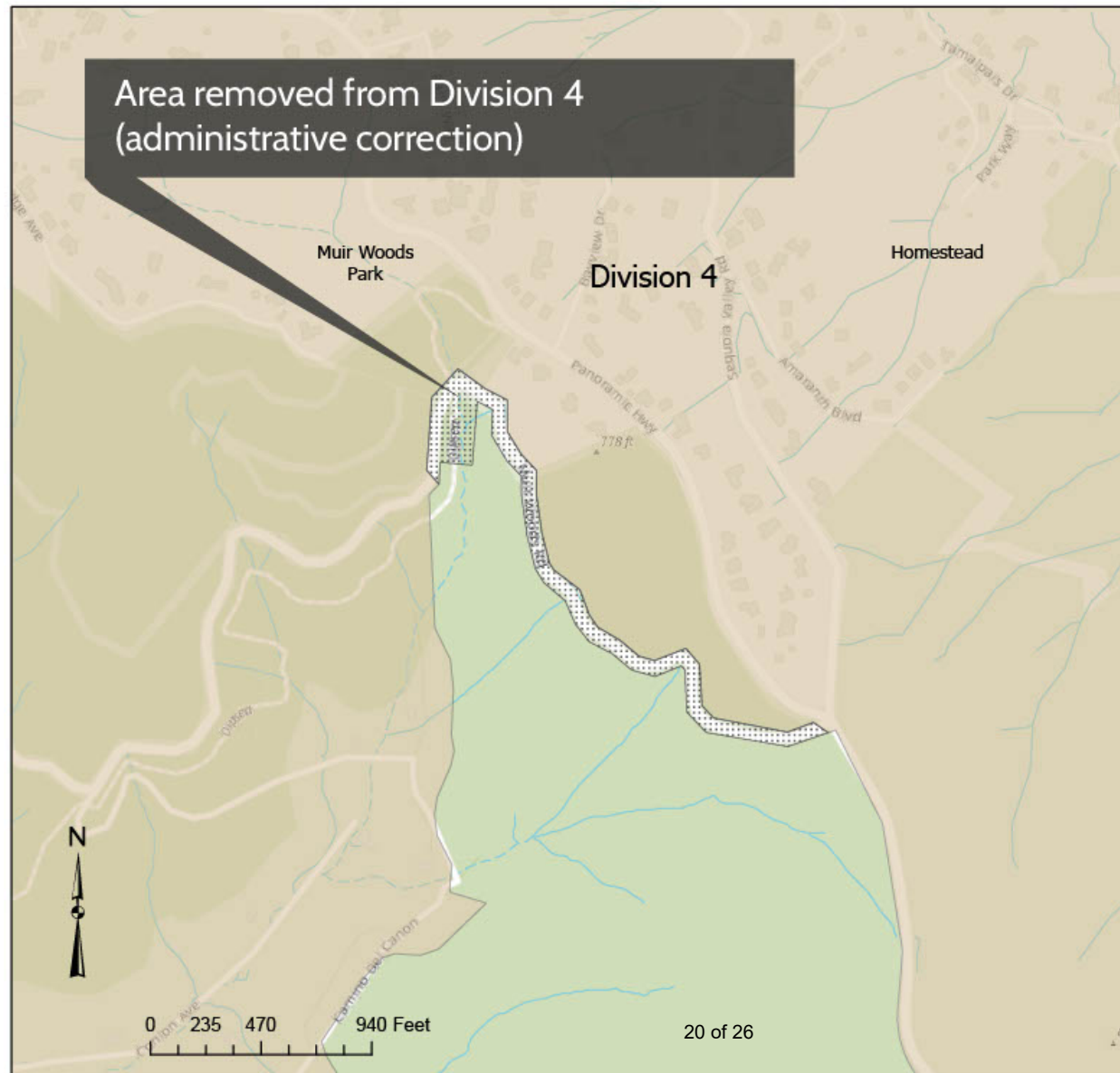
Census Boundary Change

#14



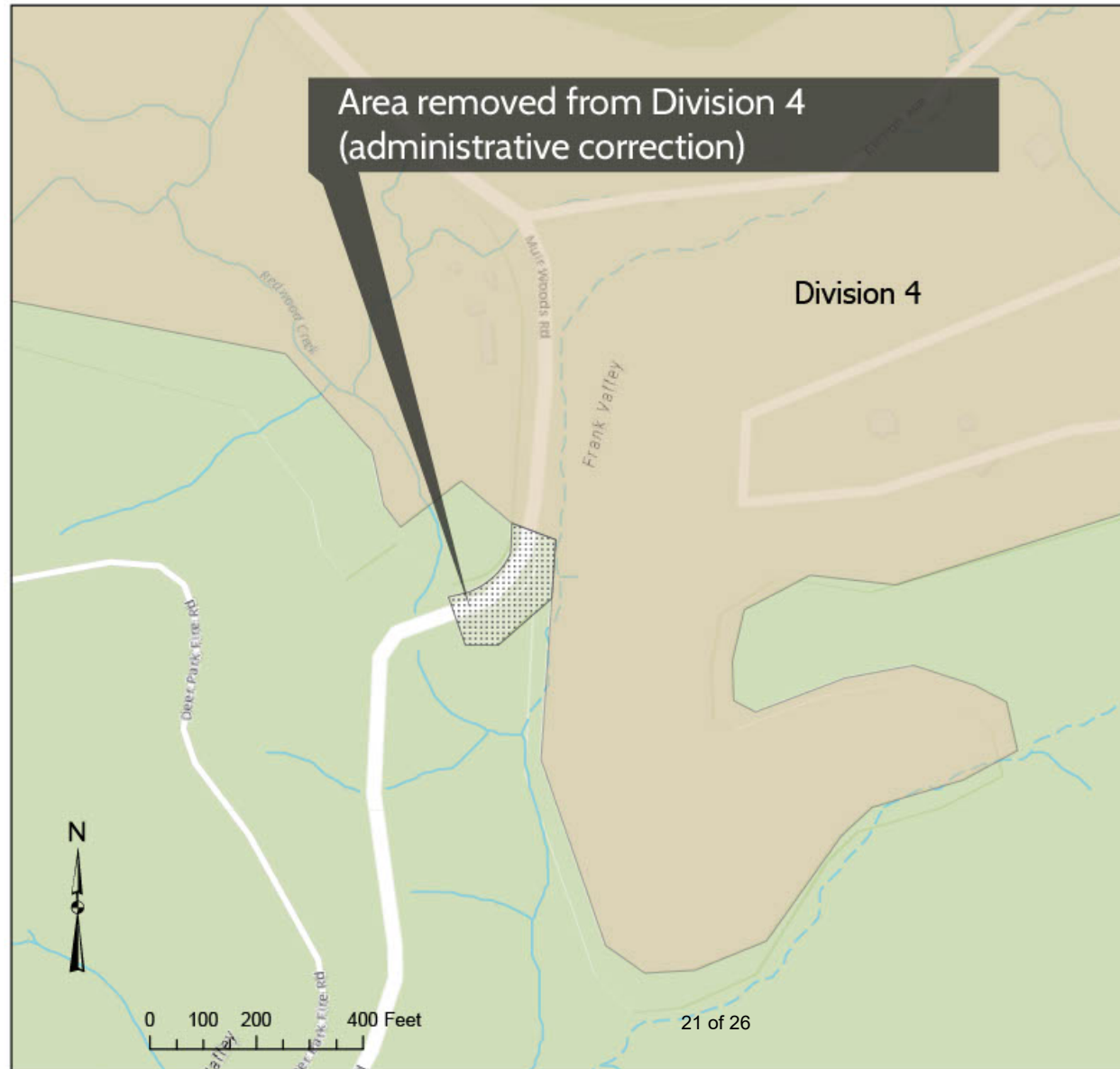
Legend

- Census Change
- Division 1
- Division 2



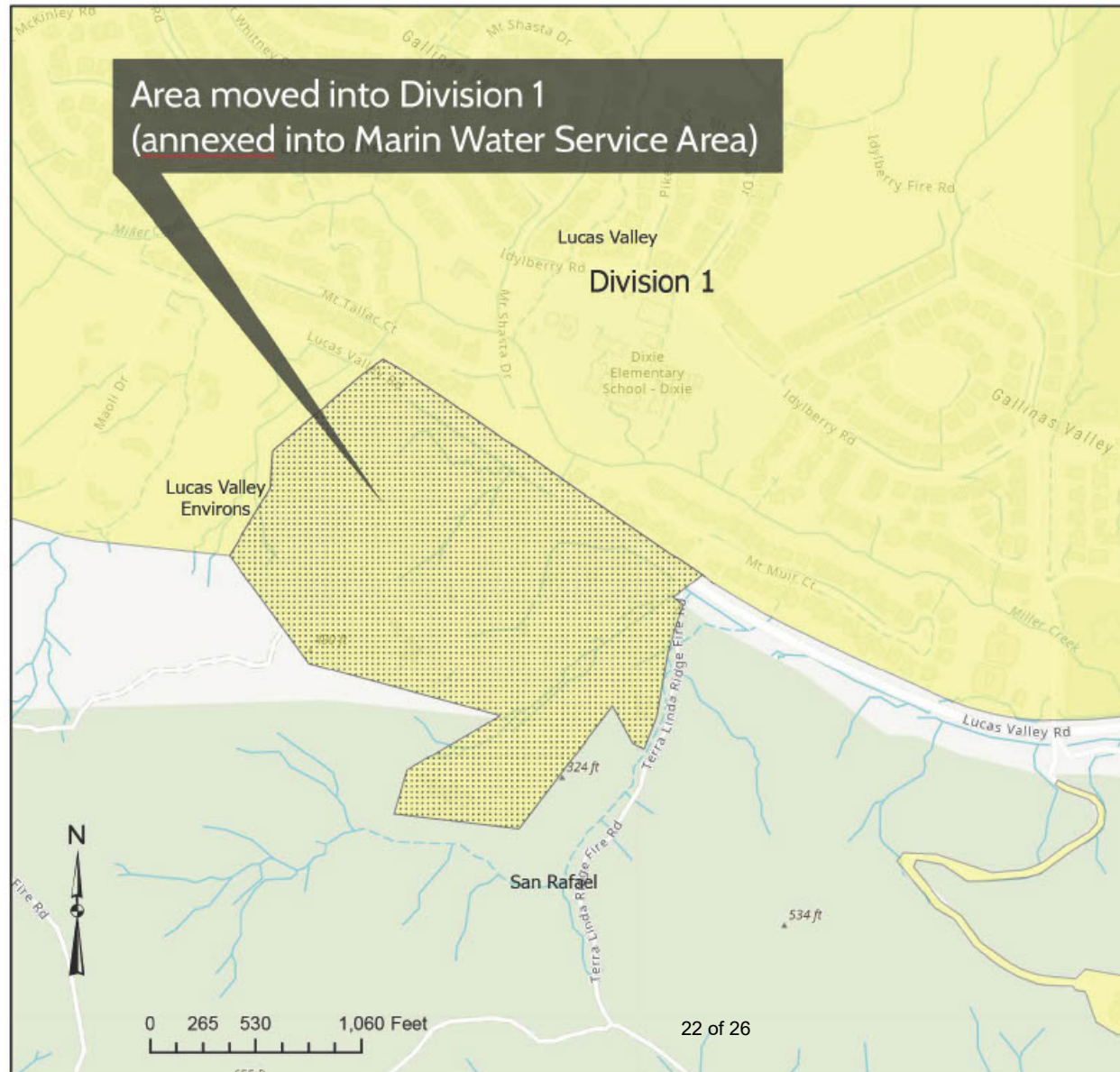
Legend

- LAFCo Change
- Division 4



Legend

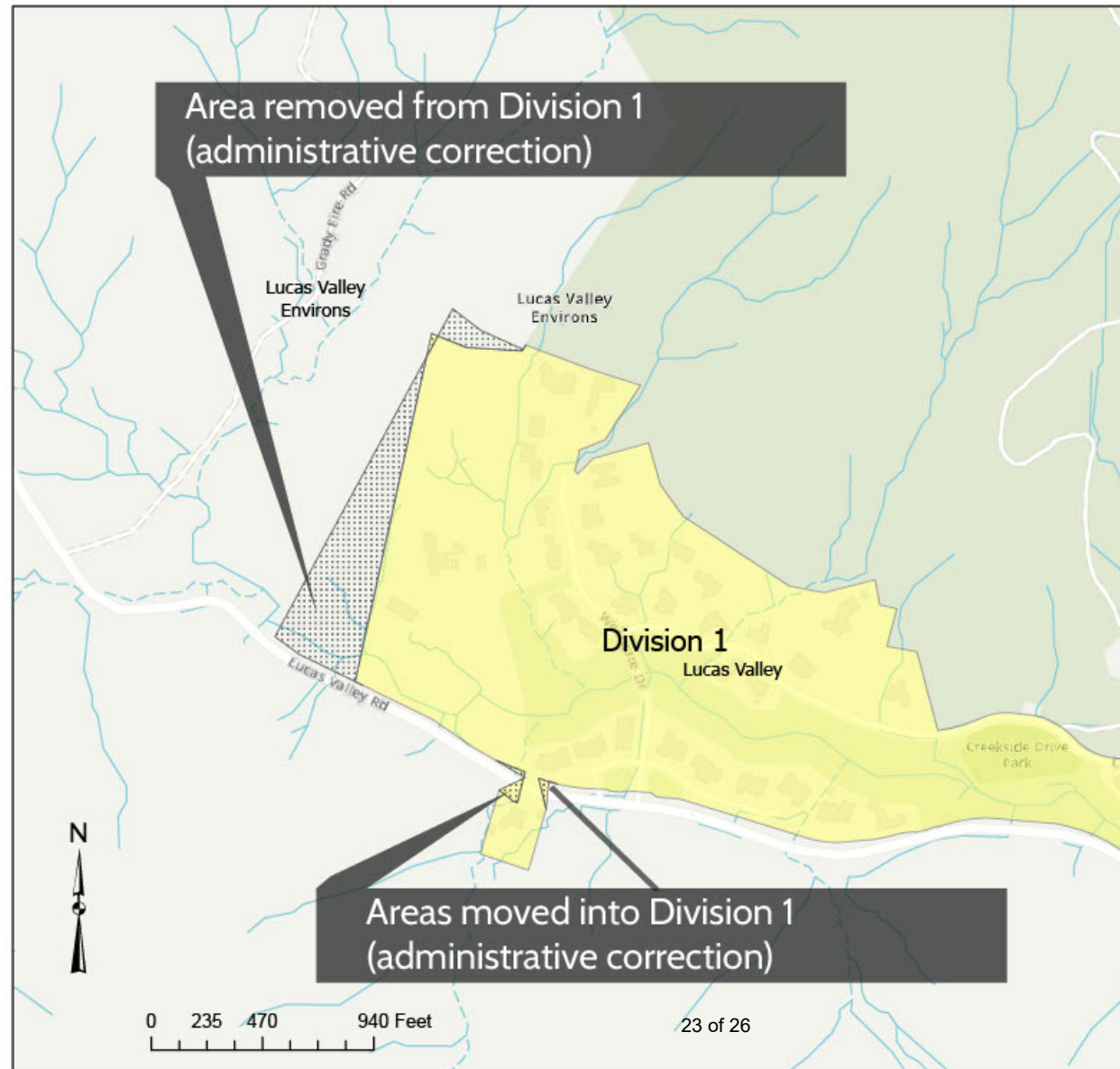
-  LAFCo Change
-  Division 4



Legend

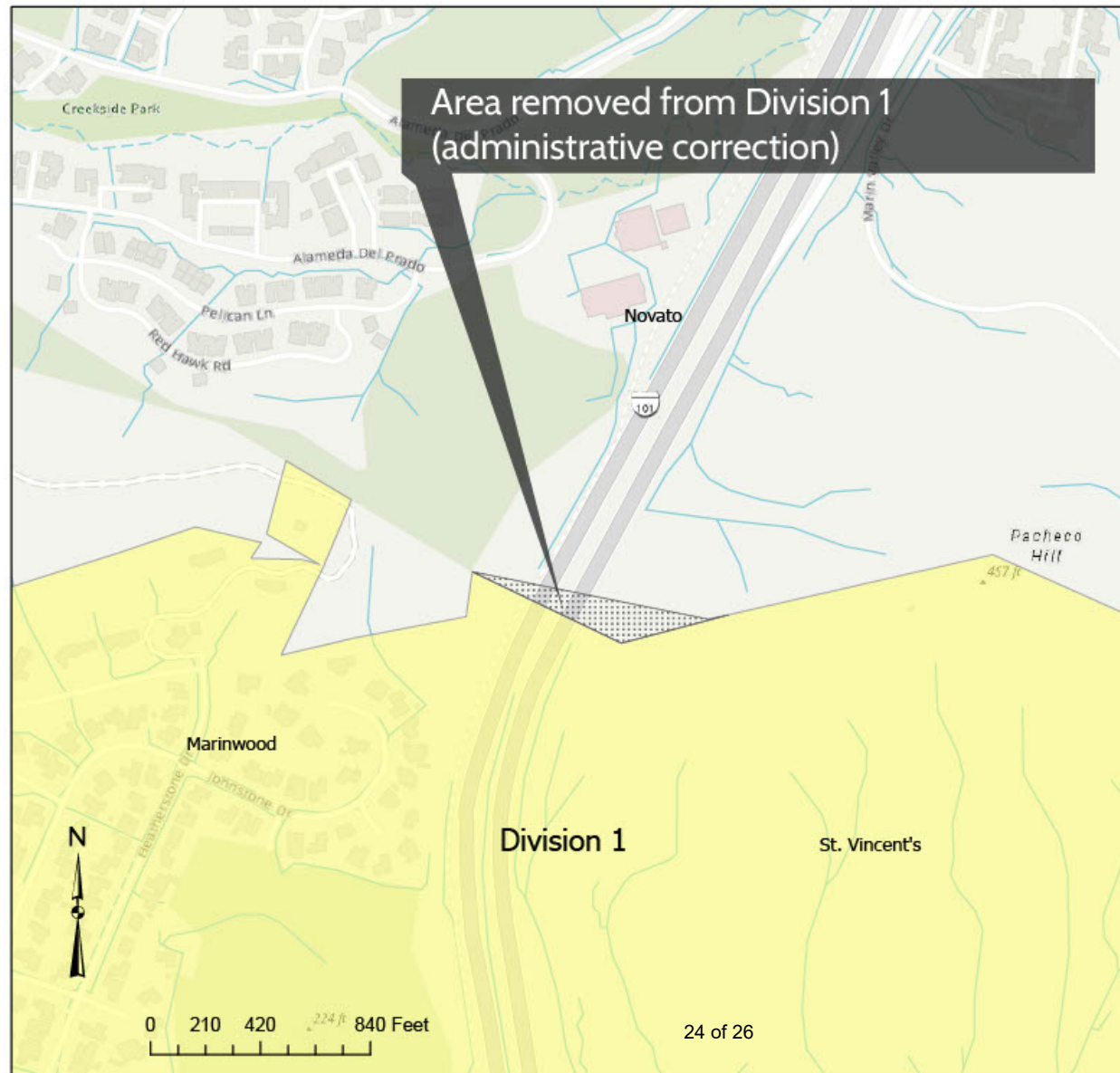
-  LAFCo Change
-  Division 1





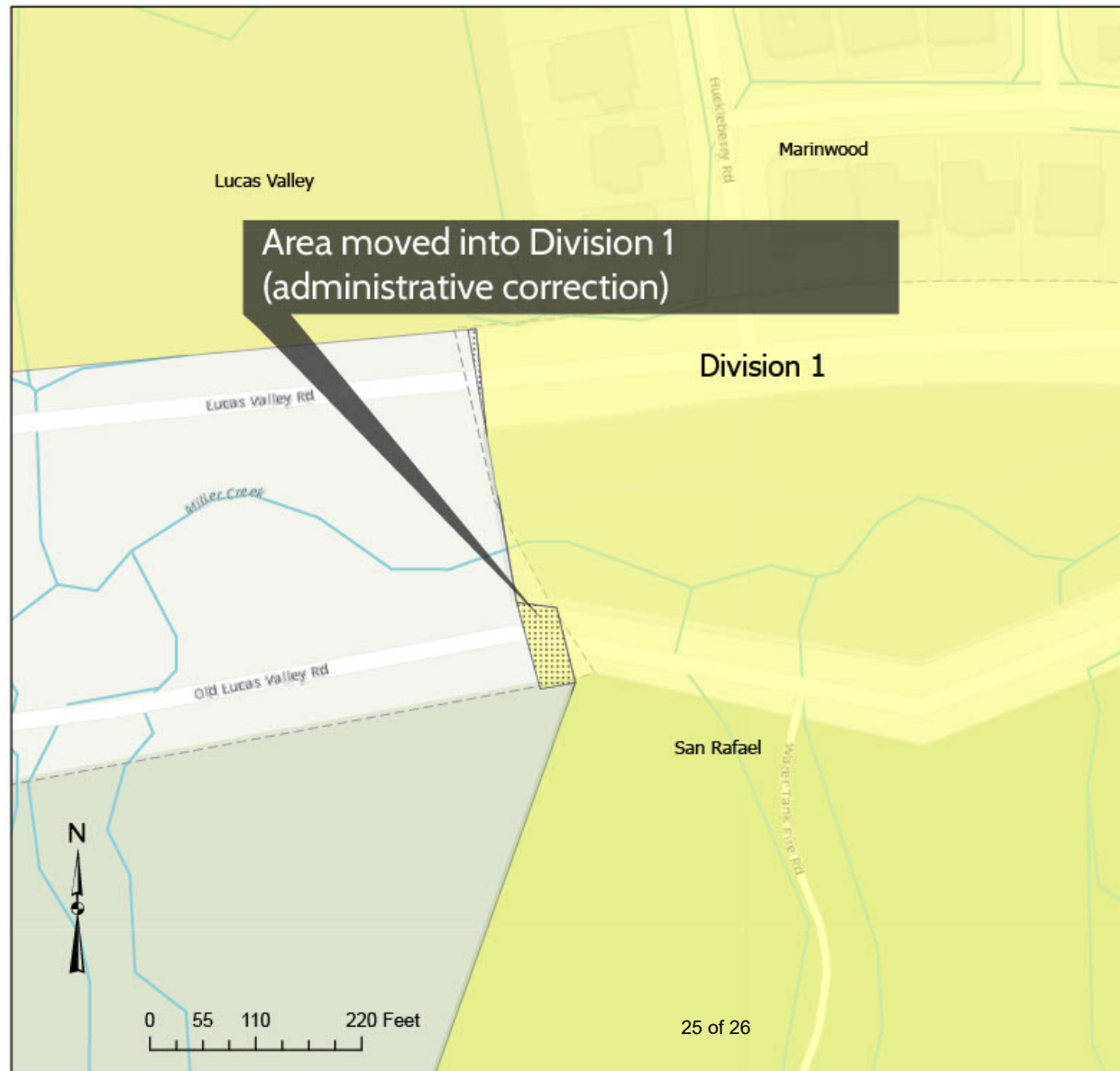
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- LAFCo Change
- Division 1



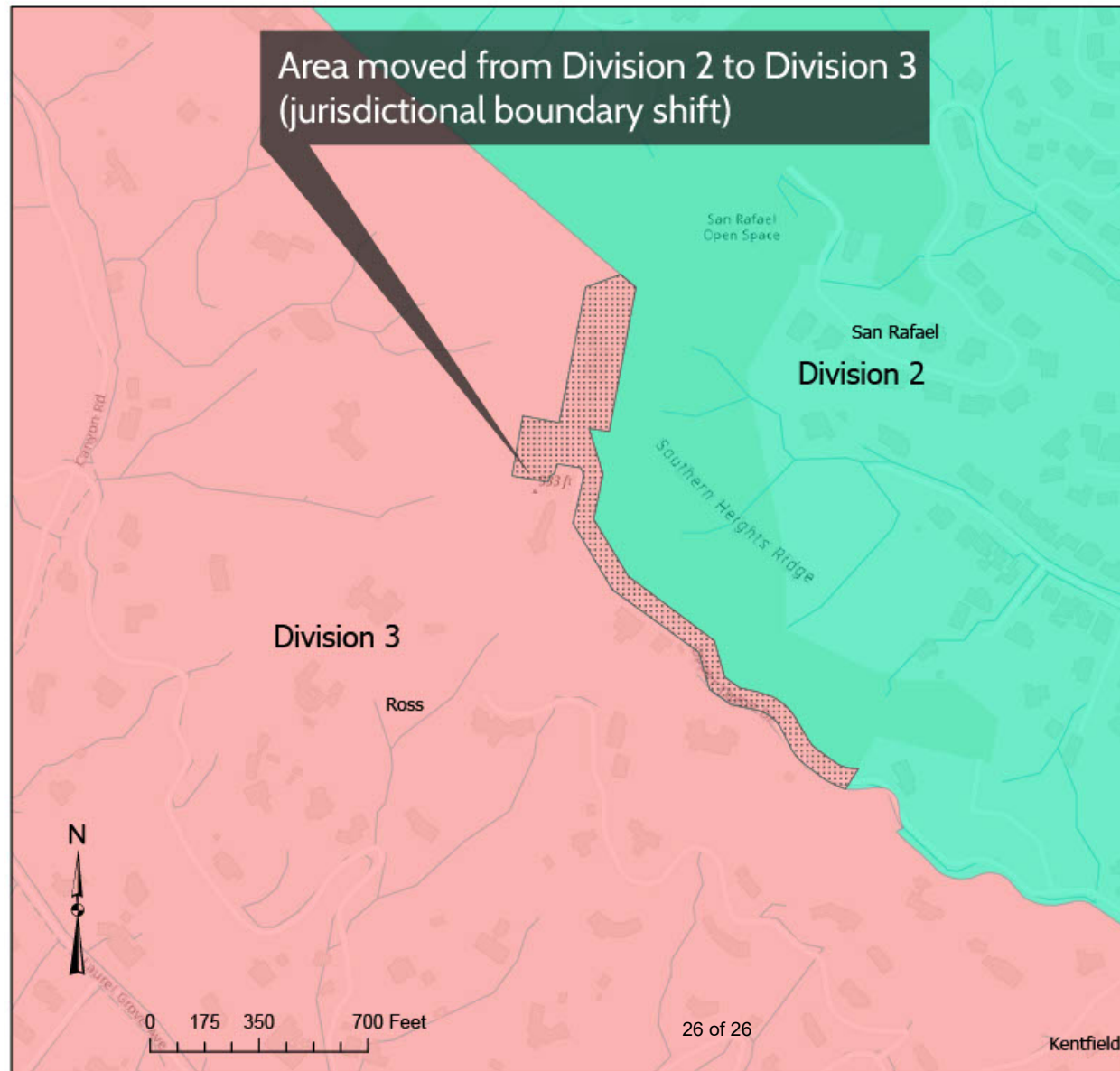
Legend

-  LAFCo Change
-  Division 1



Legend

-  LAFCo Change
-  Division 1



Legend

- LAFCo Change
- Division 2
- Division 3

Approval Item

TITLE

Award of Contract No. 1927, East Blithedale Ave Pipeline Replacement Project, to Maggiora & Ghilotti, Inc., to install 5,490 feet of pipe in support of the District's Capital Improvement Program, in the City of Mill Valley

RECOMMENDATION

Approve a resolution authorizing award of Contract No. 1927, East Blithedale Ave Pipeline Replacement Project to Maggiora & Ghilotti, Inc.

SUMMARY

The Operations Committee reviewed this item on December 17, 2021, and referred it to a future Regular Bi-Monthly Meeting of the Board of Directors to proceed with the project.

On February 24, 2022, the District received and opened four (4) bids for the East Blithedale Ave Pipeline Replacement Project to install 5,490 feet of pipe to replace 100-year old pipe in coordination with Mill Valley's road paving project. Maggiora & Ghilotti, Inc., submitted the lowest responsive and responsible bid in the amount of \$2,237,237. Therefore, staff recommends that the Board of Directors approve a resolution awarding Contract No. 1927 to Maggiora & Ghilotti, Inc., in the amount of \$2,237,237, authorizing the General Manager to execute any necessary amendments to Contract No. 1927, which do not exceed \$330,000. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(c) of the CEQA Guidelines as the project is a replacement of existing water pipeline involving no or negligible expansion of capacity. This project is also statutorily exempt pursuant to the California Public Resource Code Division 13 Environmental Quality Section 21080.23 inasmuch as the project involves the replacement of less than eight miles of pipeline and meeting all the conditions stated in Section 21080.23.

DISCUSSION

The East Blithedale Ave Pipeline Replacement Project (Project) is a component of the District's Capital Improvement Program. This Project will replace leak prone piping installed as early as 1921 in coordination with the City of Mill Valley's road paving project in the locations described in Table 1 and shown on the map provided in Attachment 2.

Table 1
Pipeline Replacement Locations

Street	Length	Installation Date	Existing Size & Type
E. Blithedale Ave	5,490 ft	1921	8" CIP

CIP= cast iron pipe

These street segments were evaluated for the installation of recycled water piping. The nearest existing recycled water pipeline is approximately 6.5 miles away located on the intersection of San Pedro Road and Sequoia Road in the community of Los Ranchitos. The recycled water line would have to run through downtown San Rafael and over Camino Alto into Mill Valley to reach this project. The closest wastewater treatment plant, Mill Valley Sewage Treatment Plant, is located approximately 1,600 feet away in Mill Valley. The preferred alternative for providing recycled water, as described in the 2014 Sewer Agency of Southern Marin / Marin Municipal Water District Recycled Water Feasibility Study, entails construction of a new recycled water pipeline aligned south from the treatment plant along Camino Alto and Miller Avenue towards Tamalpais High School, which would supply an additional 65.9 acre-feet per year (AFY) of recycled water to identified users to offset potable water. Existing recycled water supply from SASM was reported at 34.7 AFY. This preferred alternative for recycled water expansion does not coincide with the East Blithedale Ave Pipeline Replacement Project and therefore recycled water pipeline installation is not recommended.

On February 24, 2022, the District received four (4) bids for the Project. Bid results are provided in Table 2.

Table 2
Bid Results
East Blithedale Ave Pipeline Replacement Project

Bid Rank	Contractor Name	Bid Amount
1.	Maggiora & Ghilotti Inc.	\$2,237,237
2.	Argonaut Constructors	\$2,293,804
3.	Michael Paul Co.	\$2,530,810
4.	W.R. Forde Associates	\$2,688,520

Contract No: 1927

Project No: D20021

Engineer's Estimate: \$2,200,000

Maggiora & Ghilotti, Inc. submitted the lowest responsive and responsible bid. They hold a Class A – General Engineering License, License No. 226767, which is current and active and expires on 03/31/2023. As required by State Law, Maggiora & Ghilotti, Inc. is registered with the California Department of Industrial Relations under PWCR Number 1000007991. Following contract award, District Staff will register the Project with the California Department of Industrial Relations.

Summaries of the estimated Project costs and schedule are provided below.

Budget:

Contract Award: \$2,237,237

Contingency: \$330,000
Materials and Professional Fees: \$287,000
District Labor/Inspection: \$300,000
Total Budget: \$3,154,237
Budget Category: A1A02A

Project Implementation:

Project Advertisement: February 8, 2022
Bid Opening: February 24, 2022
Project Award: March 1, 2022
Estimated Completion Date: July 29, 2022
Duration: 150 days

ENVIRONMENTAL REVIEW

Staff has reviewed the Project pursuant to the California Environmental Quality Act (CEQA) and has found that the Project is Categorically Exempt pursuant to CEQA Guidelines Section 15302(c), Replacement or Reconstruction. The Project qualifies for exemption pursuant to Section 15302(c) inasmuch as it is the replacement of existing water pipeline involving negligible or no expansion of capacity. This project is also statutorily exempt pursuant to the California Public Resource Code Division 13 Environmental Quality Section 21080.23 inasmuch as the project involves the replacement of less than eight miles of pipeline and meeting all the conditions stated in Section 21080.23.

PUBLIC OUTREACH EFFORTS

The District's multi-step process for notifying customers about this Project began in 2019 when District staff initiated discussions with the City of Mill Valley. Public outreach steps to be taken are described in the table below.

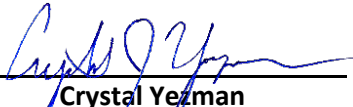

Department	Action
Engineering	Upon approval of the contract by the Board, send Project information letter with a map to all customers along the Project route.
Public Information	Issue news release to local media (print and online outlets).
Public Information	Post on MMWD website.
Public Information	Post on MMWD Nextdoor page for affected neighborhoods.
Public Information	Send notice to the Mill Valley for posting on their website.
Engineering	Provide multiple changeable message boards at Project site throughout construction period.

FISCAL IMPACT

The total cost to complete the East Blithedale Ave Pipeline Replacement Project is estimated at \$3,154,237.

ATTACHMENTS

1. Proposed Resolution
2. Site Map
3. Draft Notice of Exemption

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF THE MARIN MUNICIPAL WATER DISTRICT
APPROVING AWARD OF CONSTRUCTION CONTRACT NO. 1927 TO MAGGIORA &
GHILOTTI, INC. FOR THE CAPITAL IMPROVEMENT PROJECT EAST BLITHEDALE AVE
PIPELINE REPLACEMENT PROJECT**

WHEREAS, on February 8, 2022, the District advertised Contract No. 1927, East Blithedale Ave Replacement Project (D20021), which will replace approximately 5,490 feet of piping; and

WHEREAS, the District received and publicly opened four (4) bids on February 24, 2022, of which Maggiora & Ghilotti, Inc. bid of \$2,237,237 was the lowest response and responsible bid.

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES that:

1. The bid of \$2,237,237 submitted by Maggiora & Ghilotti, Inc., for the East Blithedale Ave Pipeline Replacement Project under Contract No. 1927 ("Contract") was the lowest responsive and responsible bid submitted therefor, and said bid is hereby accepted.
2. A Contract for this project be awarded to said low bidder, and the General Manager is authorized and directed to execute said Contract on behalf of the District upon receipt of a performance bond, payment bond, proof of insurance, and the executed contract for the work from said bidder.
3. The General Manager is authorized to execute any and all future amendments to the Contract, which he deems necessary, without further Board approval, so long as those amendments to the Contract do not exceed \$330,000.
4. Upon complete execution of said Contract, the bonds and/or checks of the other bidders are to be returned to said other bidders, and all bids other than that of Maggiora & Ghilotti, Inc., are to be rejected.
5. The project is Categorically Exempt from review under Section 15302(c) of the CEQA Guidelines inasmuch as it is the replacement of existing water pipeline involving negligible or no expansion of capacity.

6. The project is statutorily exempt pursuant to the California Public Resources Code Division 13 Environmental Quality Section 21080.23 inasmuch as the project involves the replacement of less than eight miles of pipeline and meeting all the conditions stated in Section 21080.23.

PASSED AND ADOPTED this 1st day of March, 2022, by the following vote of the Board of Directors.

AYES:

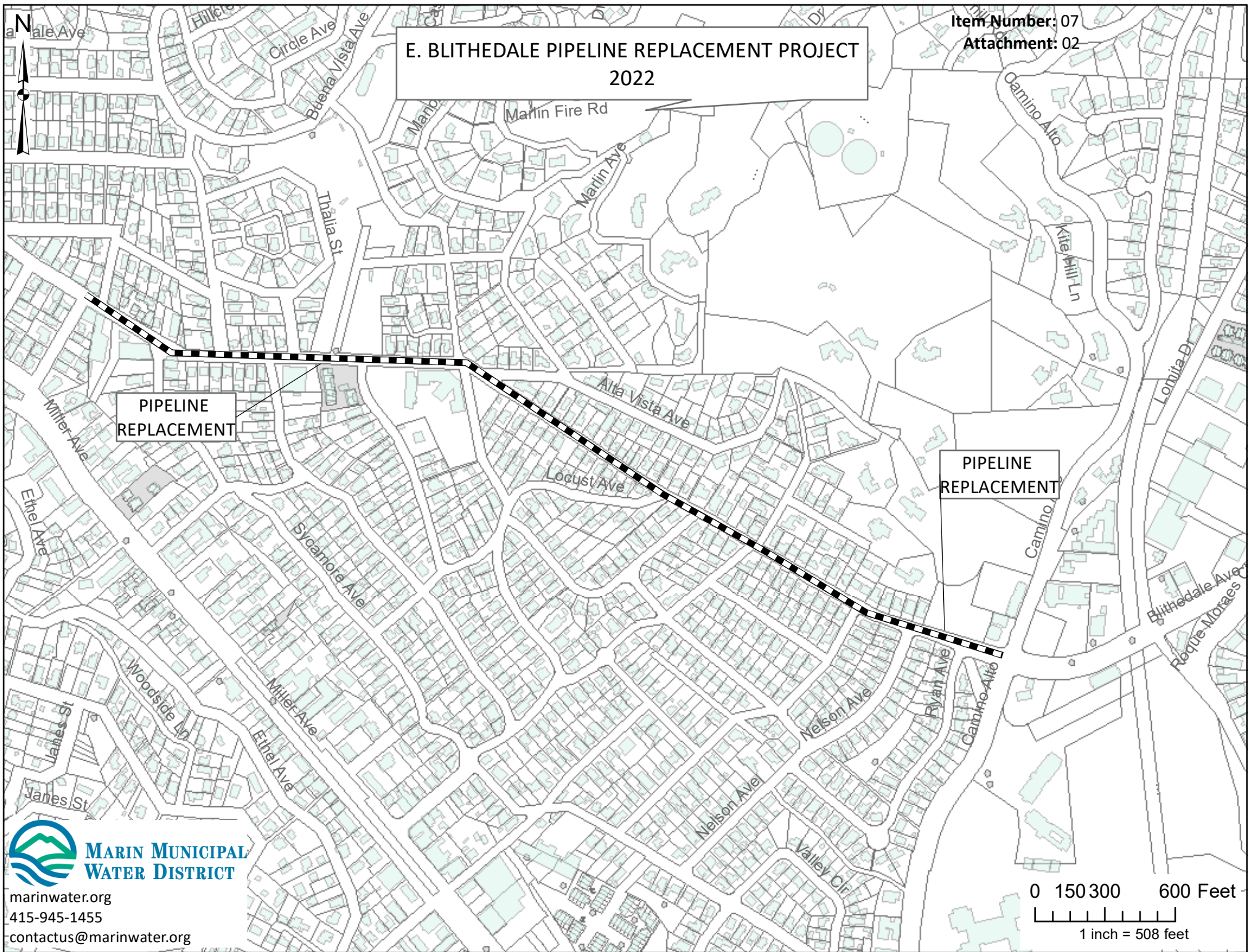
NOES:

ABSENT:

Larry Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary



E. BLITHEDALE PIPELINE REPLACEMENT PROJECT
2022

Item Number: 07
Attachment: 02

PIPELINE
REPLACEMENT

PIPELINE
REPLACEMENT



MARIN MUNICIPAL
WATER DISTRICT
marinwater.org
415-945-1455
contactus@marinwater.org

0 150 300 600 Feet
1 inch = 508 feet

Notice of Exemption

Item Number: 07

Attachment: 03



Filing Requested By and When Filed Return To:

Marin Municipal Water District
220 Nellen Ave
Corte Madera, CA 94925
Attn: Crystal Yezman, Director of Engineering

Project Title: East Blithedale Ave Pipeline Replacement Project (D20021)

Project Location: Mill Valley

Project Location – County: Marin

Project Description: The East Blithedale Ave Pipeline Replacement Project is a component of the District's Capital Improvement Program. This project will install approximately 5,490 lineal feet of 8-inch pipe to replace existing 100-year old 8" cast iron pipe in Mill Valley located in Marin County, CA.

The streets involved are shown in Figure 1, and described in the table below:

Street	Length	Installation Date	Existing Size & Type
East Blithedale Ave	5,490 ft	1921	8" CI

* CI= Cast Iron

Public Agency Approving Project: Marin Municipal Water District

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

CEQA Exemption Status: Categorical Exemption Section 15302(c), Replacement or Reconstruction and California Public Resource Code Division 13 Environmental Quality Section 21080.23, less than eight miles of pipeline.

Reason for Exemption: This project qualifies for exemption pursuant to Section 15302(c) of the CEQA Guidelines inasmuch as it is the replacement of existing water pipelines involving negligible or no expansion of capacity. This project is also statutorily exempt pursuant to the California Public Resource Code Division 13 Environmental Quality Section 21080.23 inasmuch as the project involves the replacement of less than eight miles of pipeline and meeting all the conditions stated in Section 21080.23.

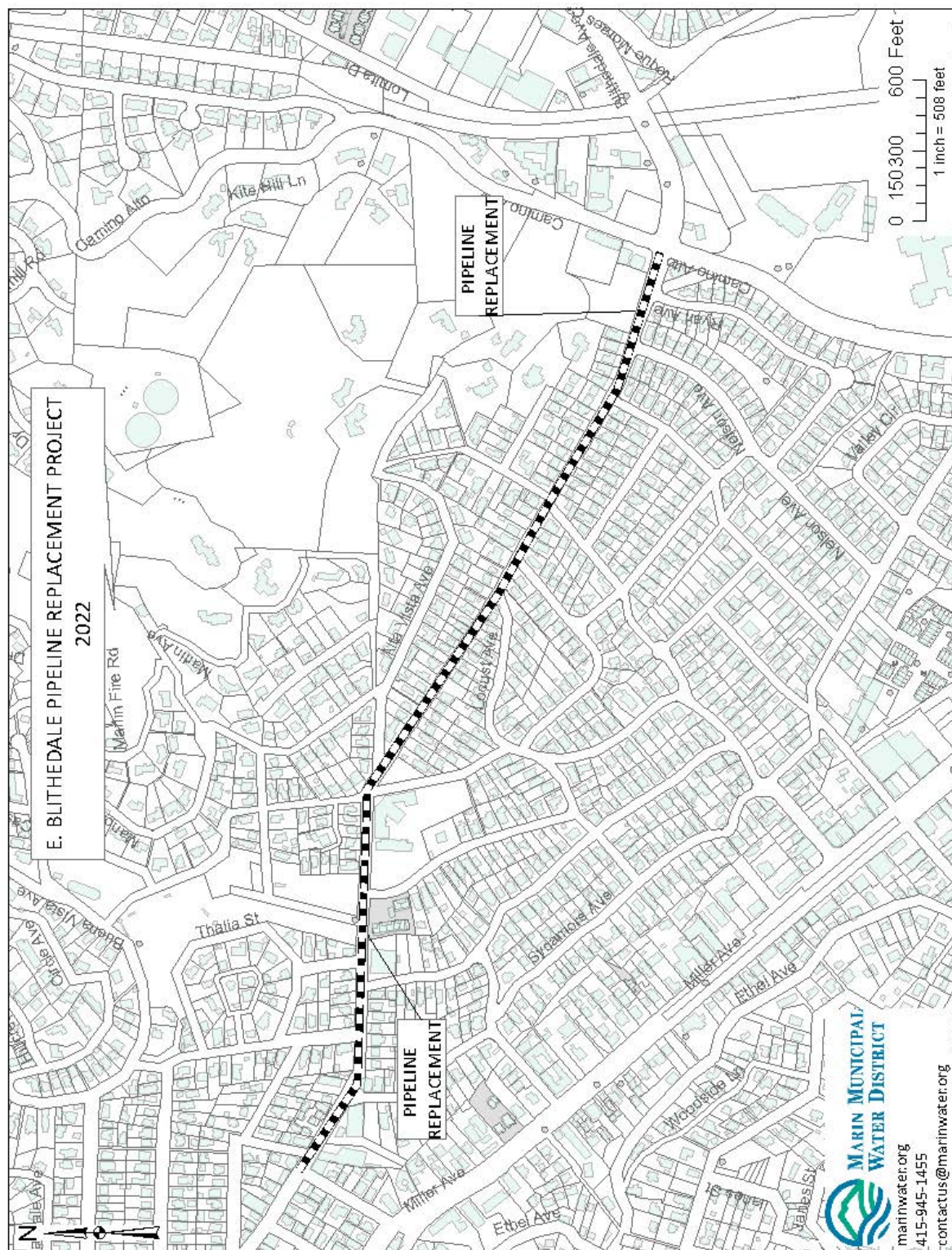
Project Approval: The Marin Municipal Water District Board of Directors approved the award of a contract for project construction, which represents project approval as defined by Section 15352(a) of the Guidelines for Implementation of the California Environmental Quality Act, at their regularly scheduled meeting on March 1, 2022.

Lead Agency Contact Person: Crystal Yezman, Marin Municipal Water District **Telephone:** (415) 945-1100

Crystal Yezman, Director of Engineering

Date

Figure 1: E. Blithedale Ave Pipeline Replacement Project



SOURCE: MMWD 2022

Approval Item

TITLE

Prop 1 Funding for Supporting Water Efficiency Programs

RECOMMENDATION

Authorize the General Manager to negotiate and sign the Memorandum of Understanding (MOU) and Local Project Sponsor Agreement (“LPS”) with the East Bay Municipal Utility District (“EBMUD”) to accept pass-through grant funding from the State of California for up to \$222,477 for Water Conservation rebates for District customers

SUMMARY

In mid-2019, EBMUD, in partnership with the District and ten other participating Bay Area water suppliers, submitted an application for grant funding in the amount of \$4,177,875 to the State’s Department of Water Resources. This funding request, which was made available through the Integrated Regional Water Management (IRWM) Round 5 solicitation, is funded by Proposition 1. The funding request was granted in April of 2020, and EBMUD and the State began the process of building a funding agreement and schedule.

Staff is seeking Board approval to allow the General Manager to negotiate and sign the MOU resulting from this process, which will award the District \$222,477 of the \$4.1M grant.

DISCUSSION

In an effort to expand water conservation efforts, Marin Water is actively seeking out grant funding opportunities and collaborating with regional partners on funding proposals. The coalition of water agencies which, collectively, are known as California Water Efficiency Partnership, put together a grant application to the State Department of Water Resources IRWM Round 5 Solicitation, which focused on water efficiency measures, smart metering devices, and landscaping rebates. The District was granted funding for Smart Home Water Monitors and a Real Loss Component Analysis.

The District’s component of this grant will provide reimbursement on rebates for Flume Smart Home Water Monitors offered during the drought. The District has offered Flume monitors to District customers since May of 2021. As of February 1, 2022 a total of 2,500 incentives have been issued. The grant funding will provide a discount for 2,830 equating to \$212,250.

Additionally funding is available to evaluate opportunities to reduce water loss through a Real Loss Component Analysis. A real loss component analysis (RLCA) aims to summarize the rate of leakage quantified through the AWWA water audit in meaningful categories (background, reported and unreported losses) that help identify optimum strategies to reduce loss. The financial value of recovered water can be balanced with the cost of recovery to highlight

opportunities for leakage management. The outcomes of the RLCA include: complete the SWRCB Real Loss Performance Target Model, recommendations for the initial cost-effective loss recovery efforts and recommendations for data collection and system management improvements. The grant funding will provide \$10,227 towards Marin Water's portion of the RLCA project.

The grant from the State for \$222,477 would be used to reimburse a portion of the District's cost of these expenditures.



Staff recommends the Board authorize the General Manager to negotiate and sign the MOU with EBMUD to allow the District to receive pass-through grant funding for Water Efficiency programs.

FISCAL IMPACT

There is no fiscal impact for these actions to our FY21/22 budget. Drought expenditures for Flume devices will be offset by these grant funds.

ATTACHMENT(S)

1. Draft MOU for Proposition 1 IRWM Grant
2. ABAG_EBMUD Local Project Sponsor Agreement

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Water Efficiency	 Crystal Yezman Engineering Services Manager	 Ben Horenstein General Manager

Bay Area Proposition 1 Integrated Regional Water Management Implementation Grant

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into on [Date] between East Bay Municipal Utility District (“EBMUD”) and the following Participating Agencies (together, “PAs”): Alameda County Water District, Bay Area Water Supply and Conservation Agency, City of Napa, Contra Costa Water District, Marin Municipal Water District, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Solano County Water Agency, Sonoma County Water Agency, and Zone 7 Water Agency. EBMUD and the PAs are collectively referred to as the “Parties,” and each individually as a “Party.”

WHEREAS, on behalf of numerous public agencies located in the San Francisco Bay Area, Association of Bay Area Governments (“ABAG”) applied for and received a Proposition 1 Integrated Regional Water Management Grant (the “State Grant”) from the State of California, Department of Water Resources (“DWR”) in the amount of \$22,750,000 to help fund the implementation and operation of various regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects. The grant agreement between DWR and ABAG titled “AGREEMENT NUMBER 4600013831 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT” (the “State Agreement”) is attached hereto and incorporated herein as Attachment A; and

WHEREAS, the State Grant includes \$4,177,875.00 to fund activities undertaken by EBMUD and the PAs under the Bay Area Regional Water Conservation Project (“Regional Project”); and

WHEREAS, the Regional Project is comprised of eight different activities (including Grant Administration) eligible for funding under the State Grant (each such eligible activity an “Individual Project”), and the extent of each Party’s responsibility to implement the various Individual Projects is further described in the attachments to this MOU; and

WHEREAS, EBMUD and ABAG have entered into an agreement titled “LOCAL PROJECT SPONSOR AGREEMENT BETWEEN THE ASSOCIATION OF BAY AREA GOVERNMENTS AND THE EAST BAY MUNICIPAL UTILITY DISTRICT FOR THE PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT,” dated month, day, year (“Implementation Agreement”), attached hereto and incorporated herein as Attachment B, by which ABAG agrees to disburse funding from

the State Grant to EBMUD for EBMUD to use in administration and performance of the Regional Project under the State Grant; and

WHEREAS, the State Agreement and Implementation Agreement permit EBMUD to pass State Grant funds through to another agency to carry out the purposes of the State Grant; and

WHEREAS, EBMUD wishes to pass State Grant funds through to the PAs via this MOU to use in the performance of Individual Projects, and the PAs desire to receive State Grant funds for such purpose and are willing to cooperate in fulfilling EBMUD's obligations under the Implementation Agreement, all in conformity with the State Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Term

This MOU will be in effect until the Implementation Agreement between ABAG and EBMUD terminates, or when all the Parties' obligations under this MOU are fully satisfied, whichever occurs later. Notwithstanding the date on which this MOU is executed, Individual Project costs incurred after June 2, 2020, to the extent they are eligible for funding under and otherwise compliant with the State Grant program, State Agreement, and Implementation Agreement, are eligible for reimbursement under this MOU. Each Party's activities to implement an Individual Project must be completed by November 30, 2024 to be eligible for State Grant funding. Each PA must comply with the State Agreement and the guidelines located therein and with the Implementation Agreement.

2. Grant Funding Allocation by Participating Agency

2.1 Pursuant to the Implementation Agreement, State Grant funds for eligible Individual Projects are available to PAs in the amounts listed in Attachment C, Participating Agency State Grant Fund Allocations and Cost Share (attached hereto and incorporated herein), and specifically Table 2 thereof, subject to reallocation in accordance with section 2.3 and 2.4 of this MOU. Attachment C includes:

Table 1: ESTIMATED PROJECT ACTIVITIES – This table lists the eight Individual Projects included in the Regional Project and each project's maximum billable cost per unit. Table 1 also includes an estimate of each Party's project activities and the associated water savings based on the type and number of each project.

Table 2: TOTAL THREE-YEAR GRANT FUNDS – Table 2 lists the total amount of State Grant funds available to each Party, which is the maximum amount of reimbursement each Party will receive for completed work. Each Party's right to receive reimbursement is based on its performance of Individual Projects and is subject to the terms and conditions of this MOU and the agreements attached hereto.

Table 3: TOTAL THREE-YEAR COST – This table lists each Party's total anticipated costs for its Individual Projects, which is the sum of each Party's Total Three-Year Grant

Funds allocation plus the required 50% local cost share. Each Party agrees to fund its respective required 50% cost share, which can include project related costs incurred after January 1, 2015. Each Party is required to maintain all financial records associated with the total project costs for inclusion in the final project report. A Party's failure to expend its full required local cost share in accordance with Attachment C (including any modification made thereto in accordance with Section 2.3 and/or Section 2.4 of this MOU) will result in a reduction in that Party's entitlement to receive State Grant funds.

2.2 As the Local Project Sponsor for the Regional Project, EBMUD is responsible for compliance with all reporting provisions of the State Agreement and shall also be responsible for all management, administration, oversight, and compliance associated with the Regional Project, provided that PAs acknowledge EBMUD's ability to successfully fulfill its responsibility will require the PAs to diligently perform their obligations under this MOU. The Grant Amount allocated for "Project Administration," listed as an Individual Project in Attachment C Table 1, is intended to reimburse EBMUD for any expenses related to State Grant management and administration, less its 50% local cost share. Any State Grant funds allocated for Project Administration which remain after EBMUD has been reimbursed may be allocated on a pro rata basis among the PAs participating in the MOU at that time to reimburse their respective grant administration costs, less their respective 50% local cost share.

2.3 Subject to prior EBMUD approval, which will not be unreasonably withheld, each PA may increase or decrease the number of units it provides of any Individual Project listed on Attachment C, on condition that (i) the change does not require a reallocation of the TOTAL THREE-YEAR GRANT FUNDS between or among two or more Parties, and (ii) the reallocation does not reduce that PA's TOTAL THREE-YEAR COST as specified in Attachment C. If changes will result in a significant decrease to estimated water savings per grant dollar spent than what is specified in Attachment C Table 1, EBMUD will seek approval from DWR and ABAG which must be obtained before the reallocation is made.

2.4 Changes to the total TOTAL THREE-YEAR GRANT FUNDS allocations which would increase or decrease the total amount of State Grant funds available to any Party may be initiated by providing EBMUD with a reallocation request signed by an authorized representative of the PA requesting an increase in the allocated amount and the Party or Parties agreeing to a corresponding decrease in the allocated amount. EBMUD will seek approval from DWR and ABAG on behalf of the requesting PAs.

2.5 The provisions in this Section 2.5 apply to all reallocations under Section 2.3 or Section 2.4. If any reallocation is approved or made, EBMUD will update Attachment C to reflect the reallocation and provide a copy of the updated attachment to all the PAs. The reallocation will become effective at the time the updated attachment is distributed by EBMUD. No amendment to this MOU shall be required for revisions to Attachment C in accordance with these procedures. EBMUD shall have the right, to the same extent as the PAs, to reallocate its own TOTAL THREE-YEAR GRANT FUNDS.

2.6 If necessary, at any time and prior to completion of the Final Quarterly Report and Invoice, the Parties shall convene to determine, consistent with the State Agreement and Implementation Agreement, how unspent, forfeited, or remaining State Grant funds will be redistributed. If the

Parties are unable to reach agreement as to how unspent, forfeited, or remaining State Grant funds will be redistributed, any such funds shall be redistributed pro rata among the Parties participating in this MOU at the time if and to the extent such funds are released by DWR and ABAG in accordance with the agreements attached to this MOU, and EBMUD will update Attachment C to reflect the changes.

3. Work Plan

To be eligible for State Grant funds, each PA shall implement the activities listed in Task 11 of the Work Plan, which is Attachment A to the Implementation Agreement, for any and all Individual Project(s) listed as that PA's responsibility in Attachment C to this MOU.

4. Reporting and Invoicing

4.1 The PAs have developed a Grant Reporting Template, attached hereto and incorporated herein as Attachment D, which specifies required quarterly reporting data. The Grant Reporting Template shall be used by all PAs when reporting the required data.

4.2 On a quarterly basis, EBMUD will prepare a Quarterly Progress Report and Invoice and submit it to ABAG according to the terms of the Implementation Agreement. The PAs will provide EBMUD with the required program data for their agency on a quarterly basis in electronic format using the Grant Reporting Template.

4.3 Quarterly Progress Reports and Invoices will be submitted by EBMUD to ABAG according to the schedule shown in Table 1, PROP 1 IRWMP IMPLEMENTATION Grant Deadlines, and the following process:

4.3.1 On not less than a quarterly basis, EBMUD will request Quarterly Progress Report data from the PAs. Using the Grant Reporting Template, the PAs will submit their data and individual invoices electronically to EBMUD within five (5) business days.

4.3.2 Within ten (10) business days after EBMUD'S initial request for Quarterly Progress Report data, EBMUD will prepare and distribute a draft Quarterly Progress Report and Invoice to the PAs for review and approval.

4.3.3 The PAs will provide written corrections or approval to EBMUD within five (5) business days of its receipt of EBMUD's draft Quarterly Progress Report and Invoice.

4.3.4 Within five (5) business days of receipt of corrections or approval from the PAs, EBMUD will incorporate the corrections and submit a final draft of the Quarterly Progress Report and Invoice for approval by the PAs.

4.3.5 The PAs will provide written corrections or approval to EBMUD within two (2) business days of its receipt of EBMUD's final draft Quarterly Progress Report and Invoice.

4.3.6 Within three (3) business days of receipt of corrections or approval from the PAs, EBMUD will incorporate the corrections and submit the final approved Quarterly

Progress Report and Invoice to ABAG pursuant to its obligations under the Implementation Agreement.

- 4.3.7 If a PA does not meet the above-stated reporting deadlines, that PA's data will not be included in the Quarterly Progress Report and Invoice. The PA will be required to wait until the following quarter to submit their data.
- 4.3.8 Pursuant to the Implementation Agreement with ABAG, EBMUD will submit Project Completion Reports and a Grant Completion Report Plan within the specified time period.
- 4.3.9 EBMUD is also required to submit Project Performance Reports directly to DWR each year for three (3) years after the end of the grant period. The PAs will work with EBMUD to provide the necessary data for, and review of, these reports consistent with the schedule and process for the Quarterly Progress Reports.
- 4.3.10 After EBMUD has submitted the Quarterly Progress Report and Invoice to ABAG, PAs that have not already done so shall submit an invoice to EBMUD for reimbursement. The invoice shall reference the activity period and match the activities and costs submitted in that PA's Grant Reporting Template submittal.
- 4.3.11 Notwithstanding any other provision of this MOU, EBMUD will reimburse the PAs only to the extent it has received State Grant funds for such purpose from DWR through ABAG. If for any reason DWR fails to disburse funds as anticipated, or makes a disbursement insufficient to reimburse the PAs' invoiced costs, EBMUD may make a commensurate reduction in the reimbursement it provides to each PA and to itself. In addition, pursuant to the terms of the State Agreement, DWR may withhold a percentage of payment on each quarterly invoice until the Project is complete and all reporting requirements are met. If this is the case, EBMUD may withhold the same percentage from payment on the individual PA invoices. EBMUD will process each PA invoice within thirty (30) business days of receipt of State Grant funds from ABAG.

Table 1. PROP 1 IRWMP IMPLEMENTATION Grant Deadlines

Reporting Period	Date Reporting Numbers and Back-up Due to EBMUD	Date Draft Invoice Sent to PAs for Review	Date PAs Final Review Comments Due to EBMUD	Date Progress Report/ Invoice Due to ABAG
June 3, 2020 to March 31, 2021	N/A	N/A	N/A	4/30/21
April 1, 2021 to June 30, 2021	7/7/21	7/14/21	7/27/21	7/30/21
July 1, 2021 to September 30, 2021	10/7/21	10/14/21	10/26/21	10/29/21
October 1, 2021 to December 31, 2021	1/7/22	1/14/22	1/26/22	1/31/22

January 1, 2022 to March 31, 2022	4/7/22	4/14/22	4/26/22	4/29/22
April 1, 2022 to June 30, 2022	7/7/22	7/14/22	7/26/22	7/29/22
July 1, 2022 to September 30, 2022	10/7/22	10/14/22	10/26/22	10/31/22
October 1, 2022 to December 31, 2022	1/6/23	1/13/23	1/26/23	1/31/23
January 1, 2023 to March 31, 2023	4/7/23	4/14/23	4/25/23	4/28/23
April 1, 2023 to June 30, 2023	7/7/23	7/14/23	7/26/23	7/31/23
July 1, 2023 to September 30, 2023	10/6/23	10/13/23	10/26/23	10/31/23
October 1, 2023 to December 31, 2023	1/5/24	1/12/24	1/26/24	1/31/24
January 1, 2024 to March 31, 2024	4/5/24	4/12/24	4/25/24	4/30/24
April 1, 2024 to June 30, 2024	7/5/24	7/12/24	7/26/24	7/31/24
July 1, 2024 to September 30, 2024	10/7/24	10/14/24	10/28/24	10/31/24
October 1, 2024 to November 30, 2024	12/6/24	12/13/24	12/26/24	12/31/24

5. Communication

All communications concerning this MOU shall be exchanged between the project managers or their alternates as shown on Attachment E, which is attached hereto and incorporated herein. The contact information for any PA on Attachment E may be updated by written notice to EBMUD from the PA making the change to all persons listed on Attachment E. EBMUD will circulate updated versions of Attachment E from time to time. No amendment to this MOU is required for such updates to Attachment E.

6. Inspection of Records; Pass-Through Provisions

Pursuant to the State Agreement, DWR is entitled to inspect and make copies of any records pertaining to the program and the Parties are required to make available for such inspection accurate records of all costs, disbursements, and documentation as necessary to comply with the requirements of the State Agreement.

Each Party shall comply with those provisions of the State Agreement (Attachment A hereto) which the State Agreement expressly makes applicable to subcontractors performing grant-funded work. Such provisions include, without limitation, paragraphs 7.K [prohibition on reimbursement of indirect costs or overhead]; D.1.A [books and records]; D.5 [three-year records retention]; D.16 [drug-free workplace]; D.25 [State's right to inspect project]; D.26 [compliance with Labor Code]; and D.28 [nondiscrimination]. Each Party shall require its own subcontractors who perform work paid in whole or part by State Grant funds to comply with these same provisions.

The obligations of this Section 6 shall survive termination or expiration of this MOU.

7. Indemnification

Pursuant to Government Code section 895.4, each Participating Agency hereby agrees to defend, indemnify, hold harmless, and release EBMUD, the other entities designated as Local Project Sponsors in the State Agreement, the Metropolitan Transportation Commission (MTC), ABAG, and each of their respective members, elected and appointed officers, employees, and agents, from and against any and all liability resulting from the act(s) and/or omission(s) of the indemnifying Participating Agency and/or such Participating Agency's elected and appointed officers, employees, agent, and contractors arising from and/or relating to the Regional Project or any portion thereof. Without limiting the scope of the foregoing indemnity, the indemnified liability includes the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.

Each Participating Agency hereby agrees to indemnify and hold and save the State of California, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of its participation in the Regional Project and this MOU, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this MOU. Each Participating Agency shall require its contractors or subcontractors to name the State of California, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this MOU.

The obligations of this Section 7 shall survive termination or expiration of this MOU.

8. Insurance

Minimum Coverages. The insurance requirements specified in this section shall cover PA's own liability and the liability arising out of work or services performed under this MOU by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that PA authorizes to work under this MOU (hereinafter referred to as "Agents.") PA shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this MOU.

PA is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, PA shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling PA's obligation to indemnify EBMUD as to itself or any of its Agents in the absence of coverage.

In the event PA or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and

stipulations, including provisions that PA's insurance be primary without right of contribution from LPS. Prior to beginning work under this contract, PA shall provide LPS with satisfactory evidence of compliance with the insurance requirements of this section.

Each party shall take out and maintain during the life of the MOU all the insurance required in this section.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown and must be before the date of this MOU, and before the beginning of any services related to this Agreement.

The insurance requirements under this MOU shall be the greater of (1) the minimum coverage and limits specified in this MOU; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this MOU are sufficient to cover the obligations of the parties.

All policies will be issued by insurers, generally with a Best's Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating service.

Parties agree that the insurance requirements specified in this agreement could be met by a combination of primary, excess and/or umbrella insurance or through self-insurance, upon evidence of financial capacity satisfactory to the District.

The amounts of insurance shall be not less than the following:

Workers' Compensation

Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of PA's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of EBMUD.

Business Automobile Insurance

Business Automobile Insurance for all automobiles owned (if any), used or maintained by PA and PA's officers, and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$2,000,000 combined single limit per accident.

Commercial General Liability

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.

The following coverages or endorsements must be included in the policies:

1. The parties, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.
2. The coverage is Primary and non-contributory to any other insurance carried by the parties.
3. The policy(ies) cover(s) contractual liability.
4. The policy(ies) is/are written on an occurrence basis.
5. The policy(ies) cover(s) Property in care, custody and control.
6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) cover(s) products and completed operations.
8. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice.

Cyber Liability

Each party shall take out and maintain during the life of the MOU, Cyber Liability insurance with a minimum of \$2,000,000 of liability coverage. The policy will provide 30 days' written notice to the other Party for cancellation or reduction in coverage.

If policy is written on a claims-made form, the following shall apply:

- a. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
- b. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
- c. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, LPS shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

The following entities are to be named as Additional Insureds under applicable sections of this Agreement and as Indemnified Parties, pursuant to Section 7 of the MOU.

East Bay Municipal Utility District (EBMUD)
Metropolitan Transportation Commission (MTC)
Association of Bay Area Governments (ABAG)
State of California, Department of Water Resources

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of PA's personnel, subconsultants, subcontractors, and equipment have been removed from Project property, and the work or services have been formally accepted. PA must notify EBMUD if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this MOU.

9. Dispute Resolution

The Parties to this MOU shall meet promptly to address any dispute that may arise and make a good faith effort to negotiate a resolution. The use by any Party of any remedy specified herein for the enforcement of this MOU is not exclusive and shall not deprive any Party of, or limit the application of, any other remedy provided by law.

10. Governing Law

This MOU, its construction, and all work performed under it shall be governed by the laws of the State of California.

11. Severability

If any provision of this MOU is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this MOU shall remain valid and in force and be construed in such a manner so as not to affect the original intent of the Parties to the maximum extent possible.

12. Amendment

No amendment of this MOU shall be valid unless made in writing and signed by all Parties.

13. Entire Agreement

This MOU, together with the attachments hereto, constitutes the complete agreement between the Parties and supersedes any prior written or oral communications between the Parties.

14. Termination

Any PA may, at any time and without cause, terminate its participation in this MOU by sending a letter to all other PAs notifying them of the same.

Upon the effectiveness of a PA's termination of its participation in this MOU, that PA's remaining allocation of the grant funds, if any, will be redistributed to the remaining PAs in accordance with Section 2 of this MOU and in conformance with the Implementation Agreement and State Agreement. Any PA terminating its participation in this MOU must continue to comply with the reporting obligations to EBMUD, as described in section 4 of this MOU and the terms of Table 1 (concerning additional administrative costs), Section 6 (concerning inspection of records and other pass-through provisions), and Section 7 (concerning indemnification), each of which shall survive such termination.

This MOU will remain in full force and effect as to the PAs that do not terminate their participation in the MOU.

15. Successors and Assigns

This MOU and all of its provisions shall apply to and bind the successors and assigns of each and every Party to this MOU. No Party may assign this MOU without all other Parties' consent.

16. Counterpart Signatures

This MOU may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

17. Non-Waiver

Failure of any Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

18. Attachments

The following Attachments are hereby incorporated herein by this reference and made a part hereof as though set forth in full:

Attachment A: State Agreement

Attachment B: Implementation Agreement (Local Project Sponsor Agreement)

Attachment C: Participating Agency State Grant Fund Allocations and Cost Share

Attachment D: Grant Reporting Template

Attachment E: Prop 1 Grant - Bay Area Regional Conservation Program Participating Agencies/Contacts

(signatures follow on separate pages in counterparts)

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto:

EAST BAY MUNICIPAL UTILITY DISTRICT

Date: _____
Clifford Chan
General Manager

Approved as to form:

Date: _____
Jonathan D. Salmon
Assistant General Counsel

SOLANO COUNTY WATER AGENCY

_____ Date: _____
Roland Sanford
General Manager

ALAMEDA COUNTY WATER DISTRICT

Robert Shaver
General Manager

Date: _____

CITY OF NAPA, a California charter city

BY:

Date: _____
Phil Brun
Utilities Director
City of Napa

ATTEST:

Date: _____
Tiffany Carranza
City Clerk
City of Napa

COUNTERSIGNED:

Date: _____
Joy Riesenberg
City Auditor
City of Napa

APPROVED AS TO FORM:

Date: _____
Michael W. Barrett
City Attorney
City of Napa

BAY AREA WATER SUPPLY AND CONSERVATION AGENCY

_____ Date: _____

Nicole Sandkulla

Chief Executive Officer/General Manager

MARIN MUNICIPAL WATER DISTRICT

_____ Date: _____
Bennett Horenstein
General Manager

CONTRA COSTA WATER DISTRICT

Date:

Steve Welch
General Manager

SANTA CLARA VALLEY WATER DISTRICT

Rick L. Callender
CEO

Date: _____

SONOMA COUNTY WATER AGENCY

Grant Davis
General Manager

Date: _____

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

_____ Date: _____
Dennis Herrera
General Manager

ZONE 7 WATER AGENCY

Valerie Pryor
General Manager

Date: _____

Attachment A: State Agreement

Attachment B: Implementation Agreement

Attachment C: Participating Agency State Grant Fund Allocations and Cost Share

Attachment D: Grant Reporting Template

Provided separately in Microsoft Excel format.

Attachment E: Contact Information for Prop 1 Implementation Grant

Participating Agency	First Contact Name Email Phone Number	Alternate Contact Name Email Phone and Email
Alameda County Water District	Megan Maurino megan.maurino@acwd.com 510-668-4227	Gisselle Delgadillo gisselle.delgadillo@acwd.com 510-668-4236
Bay Area Water Supply and Conservation Agency	Danielle McPherson dmcperson@bawsca.org	Tom Francis tfrancis@bawsca.org
City of Napa	Patrick Costello pcostello@cityofnapa.org 707-257-9309	Josh Stokes jstokes@cityofnapa.org 707-257-9497
Contra Costa Water District	Nicholle Fratus nfratus@ccwater.com 925-688-8105	Bob Eagle beagle@ccwater.com 925-688-8321
East Bay Municipal Utility District	Jolene Bertetto Jolene.Bertetto@ebmud.com 510-287-0597	Whitney Ray Whitney.Ray@ebmud.com 510-986-7670
Marin Municipal Water District	Carrie Pollard capollard@marinwater.org	Matt Sagues msagues@marinwater.org
Santa Clara Valley Water District	Karen Koppett kkoppett@valleywater.org 408-630-2707	Justin Burks jburks@valleywater.org
San Francisco Public Utilities Commission	Julie Ortiz JNOrtiz@sfgwater.org	Sergio Ramirez Sramirez@sfgwater.org

Solano County Water Agency	Andrew Florendo aflorendo@scwa2.com 707-455-1111	
Sonoma County Water Agency	Kris Loomis Kris.Loomis@scwa.ca.gov 707-524-1165	Joan Hultberg Joan.Hultberg@scwa.ca.gov 707-547-1902
Zone 7 Water Agency	Amparo Flores aflores@zone7water.com 925-454-5000	Allison Cleary acleary@zone7water.com 925-454-5000

LOCAL PROJECT SPONSOR AGREEMENT
between the
ASSOCIATION OF BAY AREA GOVERNMENTS
and the
EAST BAY MUNICIPAL UTILITY DISTRICT
for the
2014 Proposition 1 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
- Agreement Number 4600013831 -

Through this Local Project Sponsor Agreement by and between the **Association of Bay Area Governments (ABAG)**, a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG, and the **East Bay Municipal Utility District (EBMUD)**, a municipal utility district hereafter referred to as the Local Project Sponsor (LPS), the parties hereby agree as follows:

RECITALS

- A. WHEREAS, ABAG received a 2014 Proposition 1 Integrated Regional Water Management (IRWM) Grant from the State of California, Department of Water Resources (DWR) to help fund eight (8) local projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. WHEREAS, on March 24, 2021, DWR and ABAG entered into Agreement No. 4600013831 (Grant Agreement) awarding to ABAG a grant for Twenty-Two Million, Seven Hundred Fifty Thousand Dollars (\$22,750,000) in State funding (State Grant) to be expended over the allowable period which extends from June 3, 2020 to March 31, 2025 or through the completion of the DWR Work Plan, requiring not more than Twenty-Five Million, Nine Hundred Fifty-Five Thousand, Five Hundred Fifty-Four Dollars (\$25,955,554) in matching funds that can include eligible expenses incurred after January 1, 2015;
- C. WHEREAS, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. WHEREAS, the LPS is a subrecipient of the State Grant in the amount of Four Million, One Hundred Seventy-Seven Thousand, Eight Hundred Seventy-Five Dollars (\$4,177,875) and is responsible for ensuring completion of the Bay Area Regional Conservation Project (Project) as part of the Work Plan and for matching funds in the amount of Four Million, One Hundred Seventy-Seven Thousand, Eight Hundred Seventy-Five Dollars (\$4,177,875) required under the Grant Agreement; and
- E. WHEREAS, ABAG and the Metropolitan Transportation Commission (MTC) entered into a Contract for Services under which MTC provides administrative and program services to ABAG. Effective July 1, 2017, the staffs of ABAG and MTC were consolidated. MTC staff now serve both the Association of Bay Area Governments and the Metropolitan Transportation Commission. As such, all interactions between ABAG and the LPS contained within this Agreement, shall be conducted by MTC staff on behalf of ABAG;

NOW THEREFORE, based upon the foregoing recitals, ABAG and the LPS further agree as follows:

1.0 Applicable Documents. The following are attached:

1.1 **Attachment 1** - Work Plan (project description, budget, and schedule)

1.2 **Attachment 2** - Insurance Requirements

1.3 **Attachment 3** - Grant Agreement including the following exhibits thereto:

1.4 Exhibit A – Work Plan

1.5 Exhibit B – Budget

1.6 Exhibit C – Schedule

1.7 Exhibit D – Standard Conditions

1.8 Exhibit E – Authorizing Resolution

1.9 Exhibit F – Report Formats and Requirements

1.10 Exhibit G – Requirements for Data Submittal

1.11 Exhibit H – State Audit Document Requirements for the Grantee

1.12 Exhibit I – Local Project Sponsors and Project Location

1.13 Exhibit J – Appraisal Specification (Not Applicable)

1.14 Exhibit K – Information Needed for Escrow Processing and Closure (Not Applicable)

1.15 Exhibit L – Project Monitoring Plan Guidance

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, and 3 and is the complete and exclusive statement of understanding between ABAG and the LPS and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

2.0 Term of Agreement. This Local Project Sponsor Agreement shall be effective as of October 1, 2021 (Effective Date) and continue until November 30, 2024, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.

3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, the LPS will implement the Project as more particularly described in Attachment 1. ABAG will disburse up to Four Million, One Hundred Seventy-Seven Thousand, Eight Hundred Seventy-Five Dollars

(\$4,177,875) of the State Grant to LPS in accordance with the Grant Agreement. The LPS will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement. The LPS may pass through funds disbursed by ABAG to other entities which participate in the Project pursuant to a separate agreement between LPS and such entities.

4.0 ABAG Obligations

- 4.1 ABAG will undertake and complete all administrative and management responsibilities relating solely to Grant Administration, in accordance with the Grant Agreement: Exhibit A Work Plan for ABAG.
- 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to the LPS nor any other funds until such are authorized and disbursed from DWR to ABAG.
- 4.3 ABAG will promptly notify LPS of any notices given or actions taken by DWR if such notices or actions are likely to affect LPS's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding LPS's invoices under section 8 of the Grant Agreement or alleged default by LPS under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on June 2, 2020, and continuing until March 31, 2025, when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates Nine Hundred, Ninety-Four Thousand, Five Hundred Fifty Dollars (\$994,550) for Grant Administrative Costs.
- 4.5 The obligations of ABAG under sections 6.2 and 6.3 shall survive the termination of this Local Project Sponsor Agreement.

5.0 LPS Obligations

- 5.1 The LPS is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. LPS understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are, to the extent such requirements or responsibilities pertain to the Project, hereby passed-through to, and adopted by LPS, as obligations of LPS, excepting only ABAG's obligations as defined in subsections 4.1 – 4.4 of this Local Project Sponsor Agreement. Further, the LPS acknowledges and agrees to comply with any requirements directly imposed on the LPS as a Local Project Sponsor under the Grant Agreement.

The LPS is not responsible for any other projects or scope of work in the DWR Grant Agreement that is not described in Attachment A (Work Plan) to this Agreement.

- 5.2 As between the LPS and ABAG, the LPS is solely responsible for all Project costs exceeding \$4,177,875. The LPS is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, LPS may invoice ABAG for grant share reimbursement incurred after the grant award date of June , 2020. Match costs can include project related costs incurred after January 1, 2015. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Additional cost share will be documented by the LPS in the Final Project Report.
- 5.4 The LPS hereby assumes responsibility for submitting Post-Performance Reports as required under Section 14.E of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first operational year of the Project and annually for a total of three (3) years following project completion.
- 5.5 The LPS hereby assumes responsibility for the following as required under section 15 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of LPS under sections 5.3, 5.4, 6.1, and 6.3 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 The LPS shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 The LPS shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.
- 5.9 The LPS shall, at its own expense, obtain and maintain in effect at all times for the duration of this Agreement the types of insurance and financial security listed in Attachment 2, Insurance Requirements, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All policies will be issued by insurers acceptable to ABAG, generally with a Best's Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating service.
- 5.10 The LPS further acknowledges and affirms that every other Local Project Sponsor is a third-party beneficiary of this Local Project Sponsor Agreement and LPS is a third-party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification

- 6.1 The LPS shall indemnify, defend, and hold harmless the other Local Project Sponsors, the Metropolitan Transportation Commission (MTC) and ABAG and their respective members, elected and appointed officers, employees, and agents (ABAG Indemnified Parties) from and against any and all liability resulting from LPS's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.

ABAG shall indemnify, defend, and hold harmless the Local Project Sponsor and its respective members, elected and appointed officers, employees, and agents (LPS Indemnified Parties) from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the Grant Agreement, and as such would be imposed in the absence of Government Code section 895.2.

- 6.2 Without limiting the scope of subsection 6.1 such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.

7.0 Termination

- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.

- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt of prior written notice from DWR of a default under Section 12 of the Grant Agreement caused in whole or in part by LPS that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to LPS, (c) LPS's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 12.H – K of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement pursuant to this subsection 7.2: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) LPS shall pay all costs incurred by the State in enforcing section 12 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- 7.3 LPS may request termination of this Local Project Sponsor Agreement by submitting to ABAG a written notice stating the reasons for termination and all progress reports summarizing accomplishments to the date of the notice. Upon receipt of the notice, ABAG shall promptly transmit the notice to DWR and request amendment of the Grant Agreement pursuant to Section D.3 of Exhibit D to the Grant Agreement to conform the Grant Agreement to LPS's written notice. ABAG shall promptly notify LPS of any communication(s) or response(s) from DWR. LPS and ABAG will coordinate on any additional actions requested by DWR to effect the requested termination of this Local Project Sponsor Agreement.

8.0 Notices and Administrative Contacts

8.1 All notices or notifications under this Local Project Sponsor Agreement shall be in writing addressed to the persons set forth in this section.

8.2 All notices or notifications to ABAG shall be sent to:

Leslie Perry
San Francisco Estuary Partnership
375 Beale Street, Suite 700
San Francisco, California 94105
(415) 778-6675
Email: leslie.perry@sfestuary.org

8.3 All notices or notifications to the LPS shall be sent to:

Jolene Bertetto and/or Whitney Ray
EBMUD Water Conservation
375 11th Street, MS 109
Oakland, California 94607
Email: Jolene.bertetto@ebmud.com or
Whitney.ray@ebmud.com

9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and LPS.

10.0 LPS shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement, provided that the parties recognize that the Project will be completed in conjunction with the other Participating Agencies listed in Attachment 1 Work Plan under a MOU from the LPS. Any attempted assignment or delegation shall be null and void and constitute a material breach of this Local Project Sponsor Agreement.

11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California

12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.

14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

**2014 Proposition 1 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
Local Project Sponsor Agreement**

* * * * *

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the LPS and ABAG have duly executed this Agreement, or caused it to be duly executed on its behalf.

EAST BAY MUNICIPAL UTILITY DISTRICT

Approved as to Form:

Andrew L. Lee
Manager of Customer & Community Services

for the Office of General Counsel

Date _____

Date _____

ASSOCIATION OF BAY AREA GOVERNMENTS

Therese W. McMillan
Metropolitan Transportation Commission Executive Director,
Acting pursuant to the Contract for Services dated May 30, 2017.

Date _____

ATTACHMENT 1: WORK PLAN

PROJECT 5: Bay Area Regional Water Conservation

IMPLEMENTING AGENCY: East Bay Municipal Utility District

PROJECT DESCRIPTION: The Project contains seven major components:

- (A) Qualified Water Efficient Landscaper Training,
- (B) Single-Family and
- (C) Commercial Weather Based Irrigation Controller Rebate Programs,
- (D) Water Efficient Landscape Rebate Program,
- (E) Smart Metering Device Program,
- (F) Customer Water Report Project, and
- (G) Component Analysis Project; implemented within the service areas of 11 Bay Area water agencies:
 Alameda County Water Agency,
 Bay Area Water Supply and Conservation Agency,
 Contra Costa Water District,
 East Bay Municipal Utility District,
 Marin Municipal Utility District,
 City of Napa,
 Santa Clara Valley Water District,
 San Francisco Public Utilities Commission,
 Solano County Water Agency,
 Sonoma Water, and
 Zone 7 Water Agency.

Collectively, the rebate programs, meter installations, trainings, and analyses/reports are estimated to save approximately 13,723 acre-feet of water per year (AFY).

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, Association of Bay Area Governments. Prepare invoices including relevant supporting documentation for submittal to DWR via Association of Bay Area Governments. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies – Not Applicable

Task 5: CEQA Documentation

A Notice of Exemption was filed in 2020 with the State Clearinghouse for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- No Legal Challenges Letter

Task 6: Permitting – Not Applicable

Task 7: Design – Not Applicable

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents,

prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. The various components of this project may include contract services to implement. These services will be procured through RFP. All such procurements and subsequent contracts will be submitted to DWR.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration – Not Applicable

This Project will not be securing the services of a construction contractor.

Task 11: Construction/Implementation

For all project components, marketing efforts may include: bill inserts, newsletters, electronic and newspaper advertisements, public service announcements, media (websites, blogs, social media platforms, online videos, direct email marketing), displays at retail businesses, and others. Agencies will have the flexibility to collaborate to ensure consistent messaging throughout the region.

Implementation activities relevant for each component are described below:

- A. The Qualified Water Efficient Landscaper (QWEL) Training will provide education, outreach, and technical training to more than approximately 336 professional landscapers to manage landscape irrigation more efficiently. This EPA Water-Sense certified program will save approximately 382 acre-feet (AF) of water. Activities include identifying training locations and marketing and hosting trainings.
- B. The Single-Family Weather Based Irrigation Controller Rebate Program will incentivize the installation of self-adjusting irrigation controllers, saving approximately 885 AF of water. Implementation activities include marketing, processing, and issuance of rebates for approximately 1,825 self-adjusting irrigation controllers.
- C. The Commercial Weather Based Irrigation Controller Rebate Program will incentivize the installation of controllers and save approximately 183 AF of water. Implementation activities include marketing, processing, and issuance of rebates for installation of approximately 182 controllers.
- D. The Water Efficient Landscape Rebate Program will incentivize the conversion of lawns to water-wise landscaping and will save approximately 2,114 AF of water. Implementation activities include marketing, processing, and issuance of rebates for the conversion of approximately 1.83 million square-feet of lawn to water-wise landscapes.
- E. The Smart Metering Device Project will install agency-owned smart water meters and incentivize the installation of customer-owned smart meters through processing and issuance of rebates. These devices provide customers detailed information on water use and provide leak alerts. The project will install up to approximately 27,348 meters and will save approximately 4,742 AF of water.
- F. The Customer Water Report Project provides education and outreach in the form of regular water use reports with customized conservation recommendations directly to customers via email or hard copy. This project will deliver approximately 287,440 reports and will save approximately 3,157 AF of water.
- G. The Component Analysis Project is a decision support tool where participating water suppliers will conduct water loss analyses on their distribution systems to help identify leaks in their system and

address requirements of California SB 555. Approximately 22 analyses will be conducted and will save approximately 2,260 AF of water.

Deliverables:

- Copies of public outreach, marketing, and promotional/web link materials
- List of trainings held and copy of attendance sheets (QWEL)
- Examples of rebate applications
- Quarterly numbers of rebates issued and square feet of lawn converted
- Quarterly numbers of smart metering devices installed
- Quarterly numbers of customer water reports delivered
- Completed Water Loss Analyses Report (Component Analysis Project)

BUDGET

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a	Project Administration	\$150,000	\$150,000	\$0	\$300,000
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
d	Construction / Implementation	\$4,027,875	\$4,027,875	\$0	\$8,055,750
TOTAL COSTS		\$4,177,875	\$4,177,875	\$0	\$8,355,750

WORK PLAN

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	1/1/2020	11/30/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	6/3/2020	12/31/2020
d	Construction / Implementation	1/1/2019	10/31/2024

ATTACHMENT 2: INSURANCE REQUIREMENTS

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover LPS's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that LPS authorizes to work under this Agreement (hereinafter referred to as "Agents.") LPS shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

LPS is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, LPS shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling LPS's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event LPS or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that LPS's insurance be primary without right of contribution from ABAG. Prior to beginning work under this contract, LPS shall provide ABAG with satisfactory evidence of compliance with the insurance requirements of this section.

The insurance listed hereunder shall be considered minimum requirements and any and all insurance proceeds in excess of the requirements shall be made available to ABAG. If the LPS maintains broader coverage and/or higher limits than the minimum limits shown hereunder, ABAG shall be entitled to the broader coverage and/or higher limits maintained by the LPS.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of LPS's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of ABAG. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as LPS is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of LPS and LPS's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000

per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation or “Waiver of Transfer of Rights of Recovery Against Others to Us” provision included in the policy language or by endorsement in favor of ABAG.

ABAG and those entities listed in Part 3 of this Attachment E (if any), and their commissioners, directors, officers, representatives, and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from LPS’s operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by LPS and LPS’s officers, and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

B. Acceptable Insurers. All policies will be issued by insurers, generally with a Best’s Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating service.

C. Self-Insurance. LPS’s obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to ABAG.

D. Deductibles and Retentions. LPS shall be responsible for payment of any deductible or retention on LPS’s policies without right of contribution from ABAG. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that ABAG seeks coverage as an additional insured under any LPS insurance policy that contains a deductible or self-insured retention, LPS shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of LPS, subconsultant, subcontractor, or any of their employees, officers or directors, even if LPS or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, LPS shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form

with a Retroactive Date prior to the Agreement effective date, LPS shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of LPS’s personnel, subconsultants, subcontractors, and equipment have been removed from ABAG’s property, and the work or services have been formally accepted. LPS must notify ABAG if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, LPS shall deliver to Ebix, ABAG’s authorized insurance consultant, insurance documentation (including Certificates of Liability Insurance, Evidences of Property Insurance, endorsements, etc.) verifying the aforementioned coverages. Such evidence of insurance shall make reference to all provisions and endorsements referred to above and shall be signed by the authorized representative of the Insurance Company shown on the insurance documentation. **The Project name shall be clearly stated on the face of each Certificate of Liability Insurance and/or Evidence of Property Insurance.**

LPS shall submit certificates of insurance to:

Metropolitan Transportation Commission Insurance Compliance

P.O. Box 100085-M8

Duluth, GA 30096

or

Email to MTC@Ebix.com

or

Fax to 1-888-617-2309

ABAG reserves the right to require copies of all required policy declarations pages or insurance policies, including endorsements, required by these specifications, at any time.

2. ADDITIONAL INSURED

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as ABAG Indemnified Parties, pursuant to Article 9 of the Agreement.

Metropolitan Transportation Commission (MTC)
Association of Bay Area Governments (ABAG)
State of California, Department of Water Resources

ATTACHMENT 3: GRANT DOCUMENT



Item Number: 09
Meeting Date: 03-01-2022
Meeting: Board of Directors

Informational Item

TO: Board of Directors

FROM: Paul Sellier, Operations Director

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Operations

ITEM: Water Supply Update

SUMMARY

Overall, reservoir storage is 94% of capacity and 109% of the average for this time of year. With reservoirs nearly at capacity the District is well positioned to provide water for both potable and environmental needs in the coming year. Storage level projections indicate that were there no additional rainfall from this point forward, reservoir levels on December 1, 2022 will be between 50,000 AF and 60,000 AF. Staff will provide a brief presentation and discussion on water supply.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Informational Item

TO: Board of Directors

FROM: Ben Horenstein, General Manager



ITEM: Consider a Ballot Measure on the June 7th California State Primary Election to Repeal Ordinance No. 418 Requiring Voter Approval for Financing or Construction of a Desalination Facility

SUMMARY

Ordinance No. 418, adopted by District voters on November 2, 2010, requires that the District seek majority voter approval prior to approving financing or construction of a desalination facility to produce potable water. Complying with Ordinance No. 418 introduces additional complexity and risk into the assessment of desalination as an alternative for a supplemental water supply, both long-term and on an emergency basis. Staff recommends that the Board consider pursuing a District sponsored initiative to ask the voters to repeal Ordinance No. 418.

DISCUSSION

On November 2, 2010, District voters approved a ballot measure that requires the approval of a majority of the voters in the District's service area prior to the District approving construction, or financing for construction, of a desalination facility. This prohibition is codified in Title 10, Chapter 10.02 of the District Code.

The restriction presents some uncertainty that a desalination facility could ultimately be developed by the District, and calls into question the extent to which desalination can be considered a viable option for the District as part of the Water Supply Assessment. Even if initial studies indicate that desalination is a viable option for the District's long term water resiliency, without a prior vote it is problematic to invest in further evaluation and planning, as these investments could ultimately turn out to be futile. Further, in the recent drought emergency, staff was developing temporary emergency desalination as a possible option (of only two) to sustain water deliveries to our customers in the event the drought continued. Complying with Ordinance No. 418 would likely have required holding an election to seek voter approval for the proposed facility, resulting in almost three months of delay and uncertainty in a schedule that was already highly constrained. In addition, the District would have had to bear the cost of holding the election at a time when there were no other measures to share the cost of the ballot process; potentially incurring costs that could have been as high as \$2.3M.

Repealing Ordinance No. 418 would facilitate a clearer path forward in the consideration of desalination as both a long term water supply option and it would ensure temporary emergency desalination could be considered a viable drought relief measure.

Proceeding with a ballot measure at this time would pose a potential challenge of clearly communicating the intent of the measure to our customers to avoid confusion. If the Board wishes to proceed now, the District will need to clearly communicate that repealing Ordinance No. 418 will not indicate a preference nor commit the District to pursue a desalination project, but would simply remove a barrier to future activities were desalination to be found to be a preferred project for supplemental water supplies, or in the event of a drought emergency.

In order to repeal Ordinance 418, the District must submit a ballot measure to voters in accordance with Elections Code sections 9222, et seq. This process allows the Board to submit a proposition for the repeal of any ordinance, and if the proposition submitted to voters receives a majority of the votes cast in that election cycle, the prior ordinance is repealed or amended accordingly.

To place a measure on the June 2022 ballot, the District would need to provide a Board resolution including the ballot measure question and a copy of the ordinance for voter approval to the County Elections Department no later than 88 days before the election, or by March 11, 2022. Based on recent experience during the drought, as well as the need to pursue the most effective options for water supply resiliency, staff is recommending that the Board consider approval of a District sponsored initiative to ask the voters to repeal Ordinance No. 418 by placing an item on the June 7, 2022 statewide primary election.

Alternative 1 - Schedule a Special Board Meeting, in advance of March 11th, to consider an item directing staff to place a ballot measure on the June 2022 election to repeal the existing ballot measure that constrains the District activities on Desalination.

Alternative 2 - Defer placing a ballot measure on June's ballot, and instead allow the Water Supply Assessment to proceed forward, and were a Desalination project to be determined a preferred project, consider a ballot measure, at that time.

FISCAL IMPACT

The next scheduled election that could accommodate this process is June 7, 2022. The exact cost of placing the item on the June ballot will depend on how many other measures, placed by towns and cities, are on the ballot as the election costs are distributed among the various jurisdictions, but the current estimate of cost to the District for placing such an initiative on the June ballot is \$260,000.

ATTACHMENT(S)

None

Approval Item

TITLE

Continuation of Virtual Board and Committee Meetings Pursuant to Assembly Bill (AB) 361 and Consider Commencing Some In-Person Participation in Board and Committee Meetings

RECOMMENDATION

Approve a Resolution for the Marin Municipal Water District to allow continued virtual Board and Committee meetings due to public health and safety concerns in accordance with AB 361 and consider setting a date to commence some in-person participation in Board and Committee meetings

SUMMARY

On September 17, 2021, the Governor signed Assembly Bill (AB) 361, which codifies certain changes to the Brown Act allowing teleconference (or virtual) meetings to continue during a health emergency. The Board has taken action to allow virtual meetings to continue in accordance with AB 361 based on health and safety concerns due to COVID-19. With local COVID-19 case numbers declining and the District looking at a transition from remote work to in-person, it seems prudent to consider when and how to transition back to in-person meetings with appropriate COVID-19 safety measures in place. Staff will discuss planning for the return to in-person meetings, with the option for a hybrid model that would allow some to participate in-person while others would be able to participate via telephone or teleconference technology.

DISCUSSION

AB 361 authorizes local agencies to continue holding their public meetings virtually during a proclaimed state of emergency under section 8625 of the Government Code (i.e., the California Emergency Services Act), under any of the following circumstances:

- State or local officials have imposed or recommended measures to promote social distancing.
- The meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

If a meeting is held via teleconference under AB 361, requirements include the following:

- Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment.

- The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to “address the legislative body directly.” The agency does not have to provide an in-person option for the public to attend the meeting.
- If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
- The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment.

(The District’s current virtual meeting practices already meet the AB 361 virtual meeting requirements.)

State and local public health officials have recently relaxed some COVID-19 public health emergency orders as COVID-19 case rate and hospitalization data improves. The County of Marin’s Board of Supervisors and the City Council of Santa Rosa have both continued to conduct public meetings via a hybrid model, with some participants participating in person and many participating virtually. By way of example, the Marin County’s Board of Supervisors are meeting in person, but require all to wear masks and limits the number of attendee to 50. The remaining attendees are able to participate in the meeting virtually. Further, it is anticipated that both the Towns of Ross and San Anselmo will discuss moving forward with in-person meetings sometime later in March, while other agencies, such as North Marin Water District and the City of Larkspur, are continuing virtual-only meetings.



Due to the improved circumstances, the District is preparing to return employees back to campus in early April. In parallel, staff has been considering the appropriate time and parameters under which to transition Board and Committee meetings to an in-person or hybrid format. While the number of new COVID-19 infection rates have significantly declined, the District’s board room may not be able to accommodate a full return to in-person meetings consistent with current social distancing guidelines. Therefore, staff is recommending that the Board adopt a resolution continuing to allow virtual meetings for Board and Committee meetings. The proposed resolution will require a majority vote of the Board for adoption. Staff further recommends that the District commences some in-person participation as soon as the March 24th Finance and Administration Committee meeting to allow staff to test use of the new technology that will allow hybrid participation. This could include key staff and allow some of the Board members to participate in person, while continuing to accommodate a virtual component for other staff, board members and the public. This seems a reasonable but cautious incremental step to transition to fully in-person meetings as circumstances improve, but also provides the flexibility to step back to fully virtual meetings if conditions worsen.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENT(S)

1. Proposed Resolution

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

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**A RESOLUTION OF THE MARIN MUNICIPAL WATER DISTRICT BOARD OF DIRECTORS TO
ALLOW VIRTUAL BOARD AND COMMITTEE MEETINGS PURSUANT TO AB 361**

WHEREAS, Assembly Bill (AB) 361 was adopted by the California State legislature as an urgency item and was signed into law on September 16, 2021, which allows the Board of Directors to consider whether to continue virtual meetings during a proclamation of emergency under section 8625 of the Government Code (i.e., the California Emergency Services Act); and

WHEREAS, The Governor's March 4, 2020 Proclamation of Emergency pursuant to the California Emergency Services Act, California Government Code Section 8625, addressing the COVID-19 pandemic is still in effect and continues to remain in effect; and

WHEREAS, the Marin County Director of Health & Human Services continues to recommend social distancing following careful practices consistent with the guidance provided in the September 22, 2021 letter issued to the Marin County Board of Supervisors; and

WHEREAS, the limited size of the District's boardroom may not be able to accommodate compliance with social distancing guidelines, and the Board has a strong interest in protecting the health and safety of District staff and members of the public and seeks to maintain the ability to continue virtual meetings as necessary to assure public safety.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board has reconsidered the circumstances of the COVID-19 state of emergency since the Board Meeting of February 1, 2022.

2. There remains an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19.

3. The state of emergency continues to directly impact the ability of the Board to meet safely in person in particular in its boardroom, which lacks the capacity to accommodate social distancing with more than a small number in attendance.

4. Local officials continue to recommend, pursuant to Government Code Section 54953(e)(1), measures to promote social distancing, and, a result of that emergency, meeting in person would present imminent risks to the health or safety of attendees at heavily-attended in-person meetings of this legislative body, unless special circumstances that will allow social distancing and mitigate possible transmission can be made.

PASSED AND ADOPTED this 1st day of March, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

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:

Community Meeting

- Wednesday, March 9, 2022
Virtual Community Workshop #1: Water Supply Strategic Assessment
5 p.m. to 7 p.m.

Internal Meetings

- Friday, March 11, 2022
Operations Committee/Board of Directors (Operations) Meeting
9:30 a.m.
- Tuesday, March 15, 2022
Board of Directors' Regular Bi-Monthly Meeting
6:00 p.m. Closed Session and 7 p.m. Open Session
- Thursday, March 17, 2022
Watershed Committee/Board of Directors (Watershed) Meeting
1:30 p.m.
- Thursday, March 24, 2022
Finance & Administration Committee/Board of Directors (Finance & Administration) Meeting
9:30 a.m.

External Meetings

- Thursday, March 3, 2022
North Bay Water Reuse Authority Technical Advisory Committee (TAC) Meeting
2 p.m.
- Monday, March 7, 2022
Sonoma Water Advisory Committee TAC Meeting
9 a.m.
- Friday, March 21, 2022
Lagunitas Creek TAC Meeting
9:00 a.m. to 12 p.m.

FISCAL IMPACT

None

ATTACHMENT(S)

None