

NOTICE OF BOARD OF DIRECTORS' REGULAR BI-MONTHLY MEETING

MEETING DATE: 11-15-2022

TIME: 7:30 p.m.
Closed Session to Follow (**Only Board and Staff**)

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

To participate online, go to <https://us06web.zoom.us/j/88134852296>. You can also participate by phone by calling **1-669-900-6833** or **1-669-444-9171** and entering the **webinar ID#: 881 3485 2296**.

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* at 7:30 p.m.	
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 & Committee Reports
(7:40 p.m. – Time Approximate)

AGENDA ITEMS**RECOMMENDATIONS****Consent Calendar (7:45 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 November 1, 2022	<i>Approve</i>
2. General Manager's Report October 2022	<i>Approve</i>
3. Amendment #3 to Miscellaneous Agreement (MA) 5891 with AECOM Technology Services for Phase II Spillway Assessment Engineering Support Services	<i>Approve</i>
4. Request to Fill Distribution System Operator in the Operations Division	<i>Approve</i>
5. Request to Fill Field Supervisor in the Operations Division	<i>Approve</i>
Regular Calendar (7:50 p.m. – Time Approximate)	
6. Resolutions to Secure an Exception the 180-Day Wait Period, as Provided For by CalPERS, for the District to Hire Two Retired Annuitants to Provide Part-Time, Extra Help in the Operations Division (<i>Approximate time 10 minutes</i>)	<i>Approve</i>
7. Amendment to Professional Services Agreement MA-6074 with Jacobs Engineering Group for Engineering Services in support of the Strategic Water Supply Assessment Project (<i>Approximate time 15 minutes</i>)	<i>Approve</i>
8. Water Supply Update (<i>Approximate time 15 minutes</i>)	<i>Information</i>
9. Review of Demand Management for the Strategic water Supply Assessment (<i>Approximate time 45 minutes</i>)	<i>Information</i>
10. Resolution to Continue Virtual Board and Committee Meetings Pursuant to Assembly Bill (AB) 361 (<i>Approximate time 10 minutes</i>)	<i>Approve</i>

AGENDA ITEMS	RECOMMENDATIONS
11. Future Meeting Schedule and Agenda Items <i>(Approximate time 5 minutes)</i>	<i>Information</i>
Closed Session	
Closed Session Item	
12. Conference with Real Property Negotiators (Government Code §54956.9)	
Property: West Point Inn (100 Old Railroad Grade, Mill Valley, CA 94941)	
Agency Negotiator: Ben Horenstein, General Manager	
Negotiating Parties: West Point Inn Association, a California nonprofit corporation; Donald Keely, Mark Northcross, Terrel Mason	
Under Negotiation: Price and Terms	
Public Comment – Only on Items on the Closed Session	
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.	
Convene to Closed Session (Only the Board of Directors and staff will participate)	
<i>(Approximate time 50 minutes)</i>	
Convene to Open Session	
Closed Session Report Out	
Adjournment <i>(10:25 p.m. – Time Approximate)</i>	

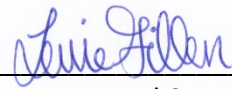
ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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, November 16, 2022
Communications & Water Efficiency Committee/Board of Directors (Communications & Water Efficiency) Meeting
9:30 a.m.
- ❖ Friday, November 18, 2022
Operations Committee/Board of Directors (Operations) Meeting
9:30 a.m.
- ❖ Tuesday, December 6, 2022
Board of Directors' Special Meeting
5:00 p.m.



Board Secretary

Approval Item

TITLE

Minutes of the Board of Directors' Regular Bi-Monthly Meeting of November 1, 2022

RECOMMENDATION

Approve the adoption of the minutes

SUMMARY

On November 1, 2022, the Board of Directors held 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 November 1, 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, November 1, 2022

Via teleconference

(In accordance with Assembly Bill 361)

DIRECTORS PRESENT: Larry Bragman, Jack Gibson, Cynthia Koehler, Monty Schmitt, and Larry Russell (*Director Koehler arrived during the Pipeline Replacement Project Review.*)

DIRECTORS ABSENT: None

CALL TO ORDER AND ROLL CALL

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

ADOPTION OF AGENDA

On motion made by Director Bragman and seconded by Director Gibson, the board adopted the agenda.

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

There was no public comment on the adoption of the agenda.

PUBLIC COMMENT – ITEMS NOT ON THE AGENDA

There was one (1) public comment.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS & COMMITTEE REPORTS

Director Bragman announced that he would reply to the person, who left the public comment.

CONSENT CALENDAR (ITEMS 1-3)

Item 1 Minutes of the Board of Directors' Regular Bi-Monthly Meeting of October 18, 2022

Item 2 Resolution Rescinding Board Resolution No. 7507 and Adopting Updated District Records Retention Schedule (Resolution No. 8719)

Item 3 Resolutions Fixing the District's Contribution Rate for Health Insurance Premiums Based on Increase to the Rates (Resolution No. 8720 and Resolution No. 8721)

Before adoption of the Consent Calendar, Director Bragman provided staff with comments to Agenda Item 2 for further consideration.

There was one (1) public comment in relation to the Consent Calendar and two (2) public comments on items not on the agenda.

On motion made by Vice President Schmitt and seconded by Director Bragman, the board adopted the Consent Calendar.

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

REGULAR CALENDAR (ITEMS 4-5)

Item 4 Pipeline Replacement Project Review

Engineering Construction Manager Mark Kasraie presented this item, which shared the challenges of complex pipe replacement projects along with some creative approaches that saved significant cost to the ratepayers.

Director Koehler arrived at 7:52 p.m. during the presentation.

There was one (1) public comment.

The board provided comments and praised staff for the work done.

This was an information report. The Board did not take any formal action.

Item 5 Future Meeting Schedule and Agenda Items

The board secretary reported on the upcoming internal and external meetings for November and part of December.

Director Gibson announced that the North Bay Watershed Association Board Meeting would be an in-person meeting in Petaluma.

There was no public comment.

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

ADJOURNMENT

There being no further business, the regular Board of Directors' meeting of November 1, 2022, adjourned at 8:23 p.m.

Board Secretary

Approval Item

TITLE

General Manager's Report October 2022

RECOMMENDATION

Approve Report

SUMMARY**A. HIGHLIGHTS:**

- The daily average net production for the month of October, 2022 was 21.04 MGD compared to 18.19 MGD for the month of October, 2021. Typical usage for October is 26.0 MGD.
- The daily average flow from Sonoma County Water Agency for the month of October, 2022 was 3.89 MGD compared to 4.99 MGD for the month of October, 2021
- The WQ lab ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing over 1,925 analyses on lakes, treatment plants, and distribution system samples.
- IRWM Prop 1 Round 2 Grant Application submitted for \$7.8M for pipe replacement in Marin City and Canal Districts
- Staff continue to work with vendors to manage material shortages and longer than expected lead times for the arrival of material, some are around 48-50 weeks.
- Staff have kicked off survey work on the Sir Francis Drake Blvd Pipeline Replacement Project which will replace approximately 3,200 feet of pipe between Butterfield Dr and San Francisco Blvd in San Anselmo.
- Staff ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing 1,925 analyses on lakes, treatment plants and distribution system samples.
- On October 25th, staff held Community Workshop No. 4 providing the public an opportunity to engage directly with the project team on the Water Management Alternatives and the initial evaluation of those alternatives.
- Over 633 visits and 84,000 gallons of recycled water was picked up by customers at our Recycled Water Fill Station in San Rafael in October 2022
- Staff has instituted a higher level of documentation for customer sites that are pursuing a waiver to the existing graywater ordinance, and plan to bring proposed modifications to the District's Code for Board consideration that will further enhance the gray water

program.

- The weekly watering schedule will change to 'turn off your irrigation system for the winter' to educate customers that local landscapes do not need any supplemental irrigation.
- Staff continues to progress work under the Biodiversity, Fires, and Fuels Integrated Plan to improve watershed resiliency. Contract crews have completed 10 acres of New Fuelbreak Construction in the Taylor Trail area, and 25.3 acres of Forest Fuel Reduction in the Above Filter Plant Project. Additionally crews completed two separate Doug Fir Thinning projects totaling 44 acres on San Geronimo Ridge and New Pumpkin Ridge. Pre-treatment of the Rock Springs Prescribed burn unit has started.
- The District replaced 4 watershed culverts in accordance with Marin Water's Road and Trail Management Plan to protect critical watershed service roads and improve the hydrological function of streams.
- The District continued work on the Watershed Recreation Management Planning process to identify strategies for balancing the goals of various Mount Tamalpais Watershed visitors with protection of the watershed's unique biodiversity, habitat, and water resources. Staff hosted a community workshop on October 12th that was attended by over 100 community members.
- The District is continuing with the implementation of the Azalea Hill Trail Restoration Project and completed installation of a 25ft multi-use bridge along the trail route.
- District has been working in coordination with Marin County Fire on the development of a prescribed burn plan for the Rock Springs Area of the watershed as part of the Biodiversity Fires, and Fuels Integrated Plan.

DISCUSSION

B. SUMMARY:

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

1. Water Production:

	FY 2022/23		FY 2021/22	
	(million gallons)	(acre-feet)	(million gallons)	(acre-feet)
Potable				
Total production this FY	2,789	8,560	2,602	7,986
Monthly production, October	652	2,002	564	1,731
Daily average, October	21.04	64.58	18.19	55.84
Recycled				
Total production this FY	119.32	366.18	104.56	320.88
Monthly production, October	23.10	70.89	16.05	49.26
Daily average, October	0.75	2.29	0.52	1.59
Raw Water				
Total production this FY	40.49	124.26	21.68	66.53
Monthly production, October	5.90	18.11	3.86	11.85
Daily average, October	0.19	0.58	0.12	0.38
Imported Water				
Total imported this FY	412	1,264	517	1,585
Monthly imported, October	121	370	155	475
Reservoir Storage				
Total storage, October	18,195	55,839	13,299	40,812
Storage change during October	-923	-2,833	4,422	13,570
Stream Releases				
Total releases this FY	819	2,514	619	1,899
Monthly releases, October	209	640	141	433

2. <u>Precipitation:</u>	<u>FY 2022/23 (in.)</u>	<u>FY 2021/22 (in.)</u>
Alpine	0.62	20.52
Bon Tempe	0.77	16.36
Kent	0.70	17.41
Lagunitas *	1.49	18.20
Nicasio	0.86	11.20
Phoenix	1.23	18.93
Soulajule	0.87	12.96
* Average to date = 3.65 inches		

3. Water Quality:

<u>Laboratory:</u>	<u>FY 2022/23</u>	<u>FY 2021/22</u>
Water Quality Complaints:		
Month of Record	17	17
Fiscal Year to Date	67	58
Water Quality Information Phone Calls:		
Month of Record	4	15
Fiscal Year to Date	31	39

The WQ lab ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing 1,925 analyses on lakes, treatment plants and distribution system samples.

Complaint Flushing: One flushing event was performed at 53 Cable Roadway in Sausalito for this month on record.

Tank Survey Program: 17 water storage tank sanitary surveys were performed during the month. 69.38 % planned survey program has been completed for calendar year 2022.

Disinfection Program: 400' of new pipeline was disinfected during the month of October. Performed chlorination on 31 water storage tanks to ensure compliance with bacteriological water quality regulations.

Tank Water Quality Monitoring Program: Performed 59 water quality-monitoring events on storage tanks for various water quality parameters this month to help ensure compliance with bacteriological water quality regulations.

Summary:

The lab performed 17 sanitary tank surveys, treated 31 tanks for low chlorine, and checked a total of 59 tanks for low chlorine residual in October 2022.

4. Water Treatment:

<u>Treatment Results</u>	<u>San Geronimo</u>		<u>Bon Tempe</u>		<u>Ignacio</u>	
	Average	Monthly	Average	Monthly	Average	Monthly
		Goal		Goal		Goal
Turbidity (NTU)	0.07	≤ 0.10	0.05	≤ 0.10	0.04	≤ 0.10
Chlorine residual (mg/L)	2.82	2.75 *	2.74	2.75 *	2.82	2.75 *
Color (units)	1.4	≤ 15	0.4	≤ 15	0.1	≤ 15
pH (units)	7.8	7.8*	7.9	7.8*	8.0	8.1**

* Set monthly by Water Quality Lab

** pH to Ignacio is controlled by SCWA

5. Capital Improvement:

- a. San Geronimo Treatment Plant Permanent Emergency Generator Project (D19027)
Summary: This project involves the installation of emergency generators, electrical equipment, fuel storage tanks and site grading all within the community of Woodacre.

- Project Budget: \$5,375,600
- Monthly Activities: Generators, fuel tanks, and the transformer have been installed at the project site. The system is ready to provide emergency backup power to the treatment plant in manual mode. Completion of a facility

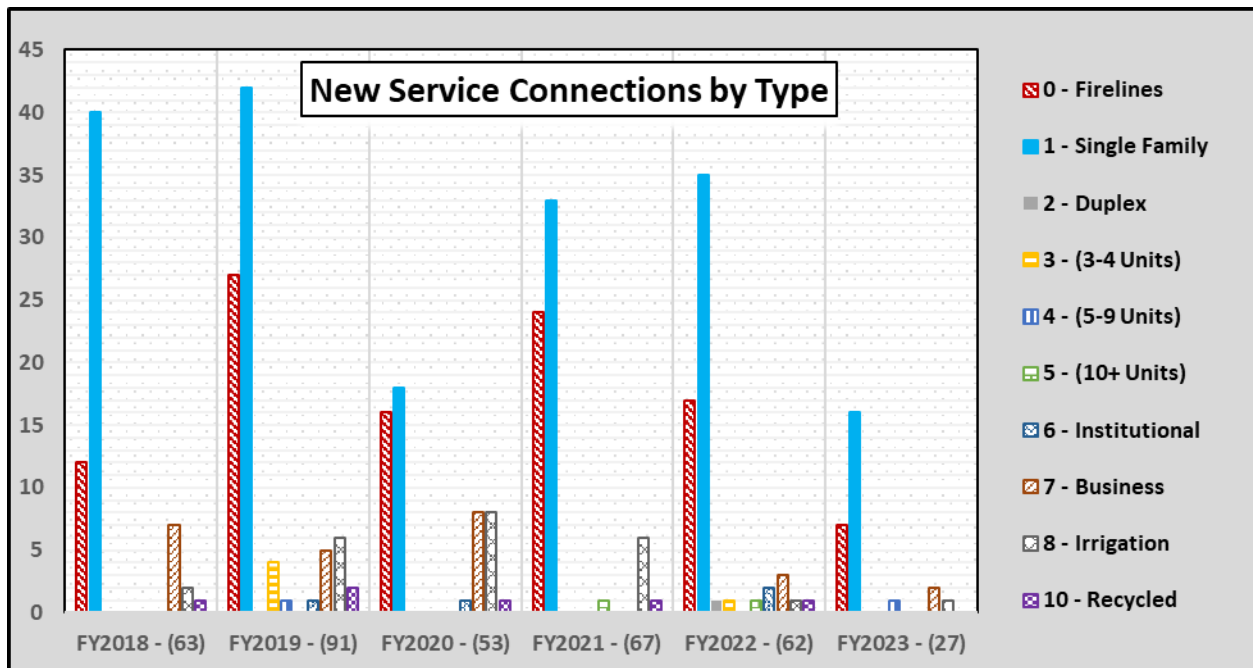
maintenance switch and automatic transfer system remain due to extended equipment procurement lead times associated with these items. The project is estimated to be completed Spring 2023.

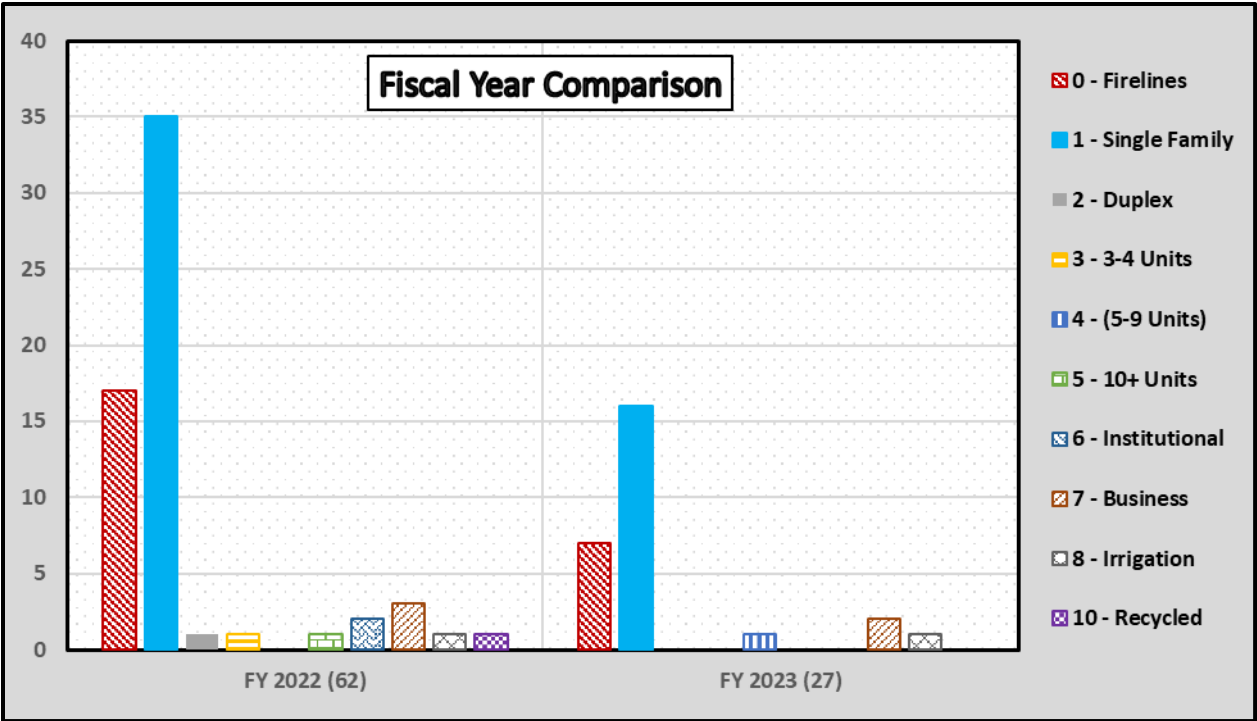
- b. Treehaven Pipeline Replacement Project (F21003): This project is a component of the District's Fire Flow Improvement Program, and will replace nearly 8,000 linear feet of undersized fire flow deficient pipe as old as 95-years with 8-inch and 6-inch welded steel pipe.
- Project Budget: \$3,654,990
 - Monthly Activities: The project is delayed and the completion date is estimated Spring 2023.
- c. Courtright System Improvements Project (D22009): This project is a component of the District's Capital Improvement Program and will install 520 linear feet of 8-inch pipe along with a new pressure regulator valve to permanently decommission and remove the 49-year-old leak-prone 50,000-gallon redwood water tank located in the City of San Rafael.
- Project Budget: \$458,315
 - Monthly Activities: The mainline and pressure regulator have been installed. The pressure regulator is undergoing testing. Upon satisfactory test results, the tank demolition will begin mid-November. Project completion is anticipated November 2022.

6. Other:

<u>Pipeline Installation</u>	<u>FY2022/23</u>	<u>FY2021/22</u>
Pipe installed during October (feet)	354	120
Total pipe installed this fiscal year (feet)	4,035	9,372
Total miles of pipeline within the District	908*	908*
<i>* Reflects adjustment for abandoned pipelines</i>		
<u>Pipe Locates (406 Responses)</u>	<u>FY2022/23</u>	<u>FY2021/22</u>
Month of October (feet)	5,522	27,242
Total this fiscal year (feet)	107,154	198,356
<u>Main Line Leaks Repaired:</u>	<u>FY2022/23</u>	<u>FY2021/22</u>
Month of October	14	21

Total this fiscal year	48	68
<u>Services:</u>	<u>FY2022/23</u>	<u>FY2021/22</u>
Service upgrades during October	17	9
Total service upgrades this FY	61	50
Service connections installed during October	0	4
Total active services as of November 1, 2022	60,480	60,469





7. Demand Management:

	Oct-22	FY 22/23 TOTAL	FY 21/22 TOTAL	FY 20/21 TOTAL
WATER-EFFICIENCY PROGRAMS				
Water-Use Site Surveys				
Conservation Assistance Program (CAP) Consultations				
Residential properties resi 1-2 (single-family)	38	175	731	117
Residential properties resi 3-5 (multi-family units)	0	0	7	5
Non-residential properties resi 6-7 (commercial)	0	0	1	5
Dedicated irrigation accounts resi 8-10 (large landscape)	0	0	3	6
Marin Master Gardeners' Marin-Friendly Garden Walks				0
Residential garden walks	10	41	100	129
Public Outreach and Education, Customer Service				0
Public outreach events (number of people attending)	0	225	1602	0
Public education events (number of participants)	0	186	536	398
Customer calls/emails admin staff	330	1802	9508	5738
School Education				0
School assemblies				0
Number of activities	0	0	0	0
Number of students reached	0	0	0	0
Field trips				0
Number of activities	1	1	0	0
Number of students reached	21	21	0	0
Classroom presentations				0
Number of activities	3	3	0	1
Number of students reached	71	71	0	22
Other (e.g. booth events, school gardens)				0
Number of activities	0	0	0	0
Number of students reached	0	0	0	0
Incentives	0			0
Number of HECWs approved	8	24	190	163
Number of Rain Barrel/Cisterns approved	1	4	76	19
"Landscape Your Lawn" Turf Replacements approved	8	52	402	6
Number of Laundry-to-Landscape Systems approved	0	0	27	0
Hot water recirculating system rebates	3	12	122	0
Pool Cover rebates	5	12	298	0
HET rebates	0	3	92	0
Number of Smart Controllers rebates approved	6	18	69	85
Number of Smart Home Water Monitor "Flume Direct Distribution" redeemed	24	119	1568	1140
Number of Smart Controllers "Rachio Direct Distribution" approved	5	25	178	233
Advanced Metering Infrastructure (AMI)				0
AMI leak letters sent to customers (>200 GPD)	83	413	1050	1601
ORDINANCES				
Water Waste Prevention				
No. of properties reporting activity	40	246	4451	589
Landscape Plan Review				
Plans submitted	5	19	77	94
Plans exempt	0	0	1	4
Plans completed	4	9	17	19
Plans in workflow (pass & fail)	13	48	123	154
Tier 4 Exemption				0
Inspections that resulted in a pass	0	0	1	1
Graywater Compliance Form				0
Applications Received (as of Dec 2019)	13	37	57	106
Systems installed	1	5	13	7

8. Watershed Protection:

Rangers Rescue of Hikers at Kent Lake

Two experienced hikers in their early 80s took a wrong turn and ended up stranded on the shoreline of Kent Lake. Rangers eventually located the hikers and slowly guided them out to the nearest fire road and then transported back to their car just as the sun was setting.

Medical Aid Calls in September

There were six medical aid calls in October. The calls included two mountain bike crashes, two hikers who fell and were injured, a hiker with a heat related emergency, and two motorcycle accidents. Both mountain bikers, two of the hikers and one of the motorcyclists had to be transported by ambulance to the hospital.

Illegal Trail Use

During October the Rangers had multiple incidents of bicyclists riding on hiking trails and fleeing when the Rangers attempted to stop them for infraction violations of Marin Water Land Use Regulations. Fleeing from any Peace Officer is misdemeanor violation with possible jail time and \$2000 fine.

Ranger Trail Patrols

Rangers completed 70 miles of foot patrol along watershed trails in the month of October. Foot patrols are being increased to enhance visitor outreach and address reports of illegal trail use.

Increased Vandalism in October

The Rangers documented 26 incidents of vandalism during the month. This included felony graffiti vandalism at Alpine Dam and 12 incidents of No eBike icons being defaced or destroyed on regulatory signs around the watershed. Repairs have already been made.

Incidents and Events	495
Visitor Assists	138
Warnings	108
Assist Watershed Maintenance	59
Citations	42
Dam Check	34
Misc Law Enforcement Calls	34
Vandalism	26
Misc. Calls for Service	9
Complaint: Illegal Bike Use	7
Medical Aid	5
Search and Rescue	5
Humane/Animal Call for Service	4
Resist Officer/Ranger	4
Suspicious Circumstance	3
Assist Outside Law Enforcement	3
Citizen Complaint: Off Leash Dogs	2
Assist other MMWD Work Group	2
Illegal Dumping	2
Illegal Trail Work	2
Illegal Fire/BBQ	1
Assist Outside Agency	1
Welfare Check	1
Found Property	1
Dispute between visitors	1
Ranger Call-out	1

Citations	42
Non-Payment of Parking Fees	40
Bike on Trail	1
No Parking	1



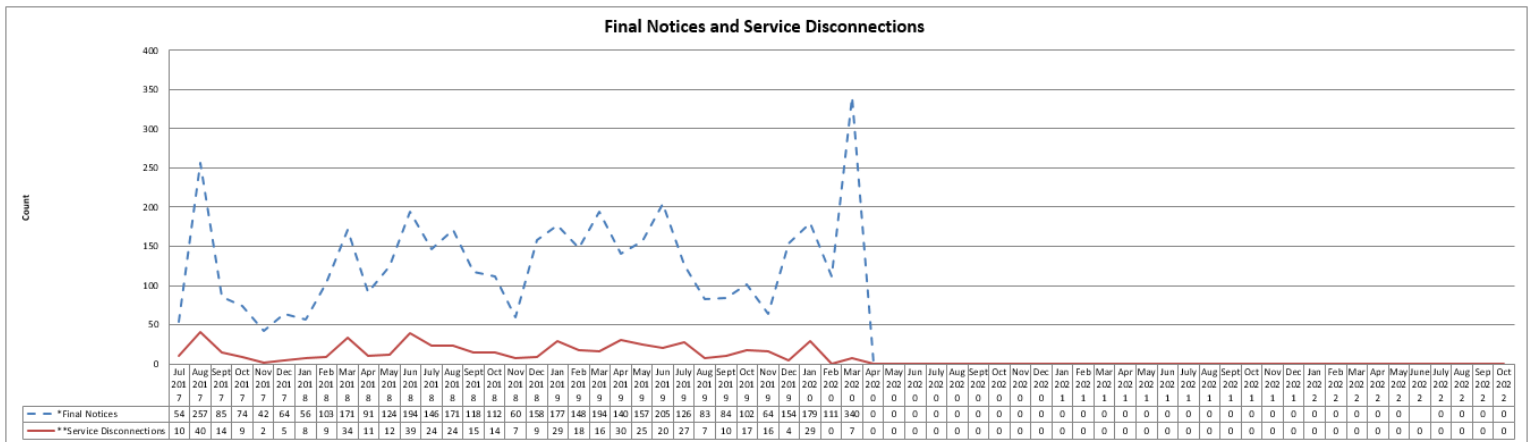
9. Shutoff Notices and Disconnections:

Month	Oct 2022
Final Notices	0
Service Disconnections	0

* Includes 5 day, 10 day and final notices

**3/13/20 Suspended termination of water service for non-payment due to COVID- 19

*3/24/20 Suspended Late Fees and Final Notices




FISCAL IMPACT

None

ATTACHMENT(S)

None

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

Approval Item

TITLE

Amendment No. 3 to Miscellaneous Agreement (MA) 5891 with AECOM Technical Services, Inc. for Phase II Spillway Assessment Engineering Support Services

RECOMMENDATION

Approve Amendment No. 3 to Miscellaneous Agreement (MA) 5891

SUMMARY

The Phase II Spillway Assessment is the next step in the condition assessments on three District-owned dams under direction of the Division of Safety of Dams. Following the non-structural evaluation of Phase I, Phase II will investigate subsurface conditions. Under Amendment No. 3, AECOM will provide engineering support services and oversight for construction activities as well as perform ground penetrating radar activities. This item was reviewed by the Operations Committee on October 21, 2021 and referred to a regular Board meeting to consider approval authorizing the General Manager to Execute Amendment No. 3 to Miscellaneous Agreement (MA) 5891, in an amount not to exceed \$345,106, to facilitate Phase II Spillway Assessments.

DISCUSSION

Following the Oroville Dam failure of 2017, the Division of Safety Of Dams (DSOD) instructed the District to perform condition assessments on the spillways of Peters Dam (on Kent Lake), Seeger Dam (on Nicasio Reservoir) and SoulaJule Dam (on SoulaJule Reservoir). In 2018, the District retained the services of AECOM Technical Services, Inc. (AECOM) to assist in the development and execution of a phased assessment plan. Phase I assessment, aimed at evaluating failure modes identified as primary contributing causes to the Oroville spillway failure, included desktop design review and physical inspection of non-structural components.

In 2019, AECOM completed the Phase I assessment and judged all three dams “safe for continued use”, while noting many non-structural deficiencies and recommendations for further analysis. To address the non-structural deficiencies, the District initiated the Non-Structural Spillway Repair Project, which was completed in September 2021.

Further analysis began in May 2021, when the District entered into MA 5981 authorizing AECOM to prepare a Phase II Workplan that was subsequently approved by DSOD in March 2022. This amendment, Amendment No. 3, will extend the term of the current agreement and provide engineering support for field investigations, contracting and construction during the Phase II Workplan activities that will be take place in FY24.

The DSOD approved Phase II assessment will evaluate structural components through subsurface investigation using Ground Penetrating Radar (GPR), core-sampling, probe holes, and inspection cameras. AECOM will subcontract for the GPR work, which will be performed by

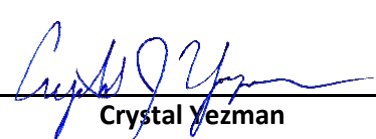

technical experts over nine days, with three days allotted for each dam. With input from the consultant, the District plans on purchasing a GPR unit to reduce costs for future needs. AECOM will provide oversight and guidance during construction-related activities, perform and interpret GPR exploration, and provide a summary of deficiencies and next steps report. This will culminate in a final report from AECOM that will be submitted to DSOD for review and approval.

FISCAL IMPACT

The total cost of AECOM’s engineering support services under Amendment No. 3 is \$345,106.

ATTACHMENT(S)

- 1. Proposed Amendment No. 3 to Miscellaneous Agreement (MA) 5891

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

AMENDMENT NO. 3 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MARIN MUNICIPAL WATER DISTRICT and
AECOM TECHNICAL SERVICES, INC.
(Miscellaneous Agreement No. 5981)

This Amendment No. 3 to Agreement for Professional Services (“Third Amendment”) is entered into by and between Marin Municipal Water District (“District”) and AECOM Technical Services, Inc., a California corporation (“Consultant”).

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

Section 1. Recitals:

- A. District and Consultant entered into an Agreement for Professional Services dated May 13, 2021, which expires on October 31, 2022.
- B. Following the execution of the Professional Services Agreement, the parties executed a first and second amendment (the agreement and all amendments hereinafter collectively the “Agreement”).
- C. The parties desire to enter into this Third Amendment to the Agreement to extend the term to March 31, 2024, expand the scope of work, and add funds for this work in the amount of \$345,106, which will increase the total not-to-exceed amount of the Agreement, as amended, to \$413,231.

Section 2. Terms:

- A. This Third Amendment modifies the Agreement. Except for the modifications contained herein, all the terms of the Agreement, as amended, shall remain unchanged and in full force and effect.
- B. Terms:
 - 1. Part A- Specific Provisions- Section 1- entitled “Description of Services and Payment” subsection (b) is hereby amended as follows:
 - b. The fee and fee payment for the additional scope of work shall be as stipulated under the fee schedule included in Attachment A of this Third Amendment in an amount not to exceed \$345,106, and the Agreement amount shall not exceed \$413,231 in total.

2. Part B – General Provisions- Section 4 - entitled “Prosecution of Work” is subsection hereby amended as follows:

The execution of the Third Amendment shall constitute the Consultant’s authority to proceed immediately with the performance of the additional scope of work as set forth in Attachment B to this Third Amendment. Performance of the services hereunder shall be completed by March 31, 2024 consistent with the terms of the Agreement.

Dated: _____

AECOM TECHNICAL SERVICES, Inc.

By _____

Dated: _____

MARIN MUNICIPAL WATER DISTRICT

By _____
Bennett Horenstein, General Manager

ATTACHMENTS:

Attachment A – Fee Schedule

Attachment B – Additional Scope of Work

Attachment A

Budget Estimate

Engineering Support Services for Phase 2 Spillway Condition Assessments

Marin Municipal Water District

		ESTIMATED PROJECT HOURS								TOTALS			
		PIC/Project Director	Project Manager/ Sr. Project Engineer III	Sr. Project Engineer II	Project Engineer	Staff Engineer	CADD, Graphics	Project Admin/ Controls	Total Hrs.	AECOM Labor (\$)	ODC (\$)	Subs (\$)	SUBTOTAL (\$)
Task No.	2022 Hourly Rate (\$)*	\$288	\$210	\$195	\$150	\$130	\$125	\$100					
1	Task Description												
	Project Management												
	Management and Coordination	12	80	0	0	0	0	40	132	\$24,256	\$200	\$0	\$24,456
	Progress Meetings and Workshops	40	40	0	24	0	0	0	104	\$23,520	\$250	\$0	\$23,770
	Task 1 Subtotal	52	120	0	24	0	0	40	236	\$47,776	\$450	\$0	\$48,226
2	Field Investigation Engineering Support Services												
	2.1 Contracting Assistance for Phase 2 Investigations	8	16	0	0	40	0	0	64	\$10,864	\$0	\$0	\$10,864
	2.2 Engineering Support Services During Construction	8	16	150	140	250	0	0	564	\$88,414	\$5,250	\$0	\$93,664
	2.3 GPR Scanning and Laboratory Testing		8	8	40	50	0	24	130	\$18,140	\$1,500	\$82,500	\$102,140
	Task 2 Subtotal	16	40	158	180	340	0	24	758	\$117,418	\$6,750	\$82,500	\$206,668
3	Phase 2 Spillway Investigation Reports												
	Phase 2 Field Investigations Reports (for three spillways)	24	60	60	80	300	40	24	588	\$89,612	\$600	\$0	\$90,212
	Task 3 Subtotal	24	60	60	80	300	40	24	588	\$89,612	\$600	\$0	\$90,212
TOTALS		92	220	218	284	640	40	88	1,582	\$254,806	\$7,800	\$82,500	\$345,106

*Note: billing rate adjustments will be applied for 2023

SCOPE OF WORK

Task 1: Project Management and Coordination

Summary

This task will include overall management and coordination of services provided under the agreement. Project participants will be kept informed of progress, technical and operational issues, and planned activities and events. Regular project team meetings will be held to maintain open lines of communication and clear expectations throughout the duration of the project. A kickoff meeting will be conducted with the team to review the project intent, scope, approach, tasks, milestones, schedule of work, roles, health and safety plan and communication and coordination processes. Bi-weekly or monthly progress meetings will be conducted for the duration of the project. Meetings will be attended by the Project Manager and key technical staff as appropriate.

Activities

The activities will include coordination and management, project control, health and safety, and activities related to QA/QC and project delivery. Monthly progress reports will be prepared and submitted to MMWD, including highlights of work completed the prior month under each task along with work planned and important milestones for the upcoming month. The monthly reports will also identify any issues that may affect overall cost or schedule.

Deliverables

- Meeting minutes and agendas
- Monthly progress reports
- Other items as requested and as deemed necessary

Task 2: Field Investigation Engineering Support Services

Summary

The Phase 2 Field Investigation Work Plans include the following activities:

- Chute slab cleaning where needed
- Flip bucket cleaning and visual inspection
- GPR surveys to investigate the slab thickness and the presence and extent of voids beneath the concrete slabs
- Concrete coring and/or probing to investigate suspected void areas and to obtain concrete samples for laboratory strength testing
- Video surveys through core holes or probe holes to investigate suspected subgrade void areas
- Video surveys of subdrain pipes to examine the pipe conditions and look for

blockages, clogging, or other deterioration or defects.

For the investigations at Peters Dam spillway, most of the above activities are expected to require rope access due to the relatively steep angle of the spillway chute.

The Phase 2 field investigations will be divided into two categories:

- 1) Work performed by Consultant under professional services contract, and
- 2) Work performed by a Construction Contractor retained separately by MMWD.

The following tasks describe the two categories of the planned investigations and the proposed engineering support services for each.

Task 2.1: Contracting Assistance for Phase 2 Investigations

Summary

Under this task, the Consultant will assist the District in preparing technical specifications for the Phase 2 investigations activities. The Consultant will also assist MMWD as needed in developing responses to questions from bidders and with review and evaluation of bids received. The District will provide general and standard contract specifications and prepare the overall bid package, as well as advertise the contract and oversee the bid and award process.

The scope of the construction contract will include the following scope of work:

- Chute Slab cleaning, including rope access where needed.
- Weephole and subdraining unclogging where needed.
- Weephole and subdrain video inspections.
- Flip bucket temporary dam construction, dewatering, and cleaning for inspection.
- Concrete slab coring and probe hole drilling, sample collection, video inspections, and hole patching/restoration.

Task 2.2: Engineering Support Services During Construction

Summary

This task includes field observation and engineering support services during the investigation activities carried out under the construction contract, as described under Task 2.1. The Consultant will have a field meeting with the District's inspector and contractor to coordinate field work. The Consultant will perform the flip bucket visual inspections following cleaning.

Assumptions

- The Consultant will coordinate consultant inspection services with district inspection staff as needed throughout construction.
- 3 days per spillway will be needed to complete the coring and patching activities, assuming 10 to 12 concrete coring locations at each spillway.
- 4 days per spillway will be needed to complete the flip bucket cleaning and inspection.
 - If de-watering is necessary at any of the spillways, Consultant, District, and Contractor shall coordinate appropriate approach to ensure sufficient flip bucket cleaning and inspection can be performed
- 3 days per spillway will be needed to complete the weephole and subdrain video inspections.
- 3 days will be needed to complete cleaning at Peters Dam Spillway, with rope access.
- 3 days will be needed to complete cleaning at Seeger Dam Spillway
- 3 days will be needed to complete cleaning at Soulaajule Dam Spillway
- District staff will be responsible for construction contract administration and management

Task 2.3: GPR Scanning and Laboratory Testing

Summary

The Consultant will retain a specialized subcontractor for GPR scanning at each spillway. GPR data will be collected along longitudinal transects parallel to the centerline of each spillway chute, spaced approximately 2 feet apart for the chute slab and up to 5 feet apart for accessible portions of the sidewalls. Other transects will be oriented perpendicular to the centerline in selected areas as determined in the field to correlate with and guide the locations of the concrete coring and probing. The scan locations and spacing will be chosen to characterize possible anomalous features two feet across or larger. The data will be analyzed in both 2D profiles and 3D depth-slices to characterize the slab thickness, depth and presence of rebar, and potential presence of voids or anomalies in the subgrade. The Consultant will document GPR results in technical memoranda for each spillway.

This task also includes laboratory compressive strength testing on extracted concrete core samples from each spillway. Other types of tests may also be conducted to help characterize the condition and durability of the concrete, if deemed appropriate.

Assumptions

- GPR scanning will take 3 days per spillway to complete.
- Rope access for GPR scanning at Peter Dam Spillway will be provided by the construction contractor retained by MMWD.

- Concrete core samples will be retrieved and transported by MMWD's construction contractor to vehicle-accessible locations at each spillway. The Consultant's selected testing laboratory will transport the samples from the site to the laboratory.

Task 3: Phase II Spillway Investigation Reports

Summary

The results and findings of the Phase 2 Spillway Investigations will be documented in separate reports for each spillway. The reports will include documentation of each element of investigation identified in Tasks 1 & 2, along with conclusions regarding any significant findings and recommendations for next steps as appropriate.

Draft versions of each report will be provided electronically to MMWD for review and comment. Any comments will be addressed and draft final versions incorporating the resolved comments will be produced. It is assumed that MMWD will then submit the reports to DSOD for review. Depending on the findings and conclusions, it is assumed at least one meeting or workshop with the Consultant, MMWD, and DSOD to discuss next steps will take place. Following receipt and resolution of any comments from DSOD, finalized versions of each report will be submitted.

Deliverables

- Draft Reports (electronic files only) for each spillway for MMWD for review and comment.
- Responses to MMWD comments
- Draft Final Reports (5 hard copies plus electronic files)
- Responses to DSOD comments
- Finalized Reports (5 hard copies plus electronic files)

Schedule

- Draft Report approximately 12 weeks following completion of field investigations.
- Draft Final Report approximately 4 weeks following resolution of MMWD comments.
- Final Report approximately 4 weeks following resolution of DSOD comments.

Approval Item

TITLE

Approval to Fill Distribution System Operator Position in the Operations Division

RECOMMENDATION

Authorize the General Manager to recruit and hire one Distribution System Operator Trainee or one Distribution System Operator in the Operations Division

SUMMARY

A Distribution System Operator position in the Operations Division will become vacant in December upon retirement of the current incumbent. Staff is requesting authorization for the General Manager to recruit and hire one permanent Distribution System Operator Trainee or one Distribution System Operator and any other subsequent positions that may become vacant as a result of this recruitment.

DISCUSSION

Distribution Operator staff consists of six Distribution System Operators and one supervisor. The group covers five shifts throughout the week to provide 24X7 coverage in the Operations Center. The Distribution System Operators are responsible for monitoring and operating the distribution and transmission systems using the District's Supervisory Control and Data Acquisition System (SCADA) to analyze and correct system problems. The Distribution System Operators work closely with Water Treatment Operators to ensure adequate water production and storage levels.

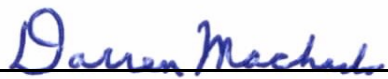

The Distribution System Operators receive consumer calls on the District's emergency line, perform radio and telephone dispatch for District personnel, and perform pump and tank inspections at water distribution facilities. In addition, this position responds to report-a-leak emails, generates work orders and sends them to appropriate departments for follow up.

FISCAL IMPACT

The total annual salary with benefits for the Distribution System Operator Trainee position ranges from \$110,443 to \$132,436. The total annual salary with benefits for the Distribution System Operator position ranges from \$121,488 to \$145,651. Salary and benefits for the Distribution System Operator position are budgeted in Water Distribution in the Operations Division. Filling this position will not increase the total number of Full Time Equivalents (FTEs) in the Operations Division.

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Operations	 Darren Machado Director of Operations	 Ben Horenstein General Manager

Approval Item

TITLE

Approval to Fill Field Supervisor Position in the Operations Division

RECOMMENDATION

Authorize the General Manager to recruit and hire one Field Supervisor of System Maintenance in the Operations Division

SUMMARY

A Field Supervisor of System Maintenance position in the Operations Division will become vacant in December 2022 upon retirement of the current incumbent. Staff is requesting authorization for the General Manager to recruit and hire one permanent Field Supervisor of System Maintenance and any other subsequent positions that may become vacant as a result of this recruitment.

DISCUSSION

The Field Supervisor of System Maintenance performs a variety of tasks related to pipeline repair/construction with individual responsibility for handling the more difficult and complex work assignments. This position is characterized by the requirement to provide direct field supervision and direction to the pipeline repair/construction and maintenance crews assigned to a specific geographic region of the District. Under general direction this supervisor position plans, assigns, supervises and evaluates the work of individuals and crews engaged in a variety of construction, installation, repair and/or maintenance activities; including work on pipeline and water service facilities. Incumbents are expected to handle the planning and scheduling of normal workload and prepare and monitor a budget for the work unit.

FISCAL IMPACT

The total annual salary with benefits for the Field Supervisor of System Maintenance position ranges from a minimum of \$150,056 to a maximum of \$183,141. Salary and benefits for the Field Supervisor are budgeted in the System Maintenance, Operations Division budget. 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	 Darren Machado Director of Operations	 Ben Horenstein General Manager

Approval Item

TITLE

Adopt Resolutions to Secure an Exception the 180-Day Wait Period, as Provided For by CalPERS, for the District to Hire Two Retired Annuitants to Provide Part-Time, Extra Help in the Operations Division

RECOMMENDATION

Staff is recommending that the Board adopt two resolutions in accordance with Government Code sections 7522.56 and 21224 to allow the District to hire two retired annuitants to provide part-time, extra help on a temporary basis under an exception to the California Public Retirement System's (CalPERS) 180-Day Wait Period rule for hiring retired annuitants.

SUMMARY

Two Superintendent of Operations positions will become vacant in December of 2022, upon retirement of the current incumbents. Gary Anderson has been with the District 36 years and Erik Westerman for 28 years. These two positions, along with the Superintendent managing the treatment facilities, oversee the entire operations and maintenance of the water system and ensure the continuous delivery of safe and reliable water. Hiring the retired annuitants to work part-time will assist with transitioning critical institutional knowledge to the new hires for these key positions.

DISCUSSION

The Water System Operations department has three distinct operational areas – Maintenance and Controls; Distribution System Operations; and Water Treatment. Each operational area has a superintendent responsible for management of the operational area. The Maintenance and Controls Superintendent and the Distribution Systems Superintendent have announced their retirements to occur by the end of 2022.

The impending retirement of the two superintendents comes on the heels of other recent retirements within the Water System Operations department and will leave the department short-staffed and in immediate need of expertise, including a need for Distribution Operators with D5 certification. These functions of the District are some of the most critical in water service delivery, and therefore, hiring these retired annuitants prior to the normal 180-day wait period is necessary to address a critical need in the District.



It is anticipated that each retired annuitant will work on a part-time, as needed basis to help fill gaps in expertise and to address special needs within the Water System Operations department as they arise, including providing oversight and training to current District employees as the opportunities arise. In the meantime, the District will seek to conduct recruitment to fill the vacancies created by these retirements, but the immediate hiring of these two retired annuitants will assist the District in meeting immediate needs and making a smooth transition.

FISCAL IMPACT

The total annual salary to hire two retired annuitants as Superintendent of Operations will not exceed \$170,175, during Fiscal Year 2023. A retired annuitant can work no more than 960 hours in a fiscal year, for employment with CalPERS employers.

ATTACHMENT(S)

1. Proposed Resolution for Exception to CalPERS 180-Day Wait Period to rehire Erik Westerman
2. Proposed Resolution for Exception to CalPERS 180-Day Wait Period to rehire Gary Andersen

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Operations	 Darren Machado Director of Operations	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE MARIN MUNICIPAL WATER DISTRICT BOARD OF DIRECTORS MAKING FINDINGS AND APPROVING A 180-DAY WAIT PERIOD EXCEPTION PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21224

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the Marin Municipal Water District Board of Directors must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Erik Westerman, CalPERS Number 3334794788, will retire from Marin Municipal Water District in the position of Superintendent of Operations, effective December 6, 2022; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is (date of 181st day after retirement) without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Marin Municipal Water District Board of Directors, the Marin Municipal Water District and Erik Westerman certify that Erik Westerman has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Marin Municipal Water District Board of Directors hereby appoints Erik Westerman as an extra help retired annuitant to perform the duties of the Superintendent of Operations for the Marin Municipal Water under Gov. Code section 21224 effective December 19, 2022; and

WHEREAS, the entire employment agreement, contract or appointment document between Erik Westerman and the Marin Municipal Water District has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$15,363 and the hourly equivalent is \$88.63, and the minimum base salary for this position is \$12,717 and the hourly equivalent is \$73.37; and

WHEREAS, the hourly rate paid to Erik Westerman will be \$88.63; and

WHEREAS, Erik Westerman has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW THEREFORE, BE IT RESOLVED THAT the Marin Municipal Water District Board of Directors hereby certifies the nature of the appointment of Erik Westerman as described herein and detailed in the attached employment appointment document and that this appointment is necessary to fill the critically needed position of Superintendent of Operations for the Marin Municipal Water District by December 19, 2022 because the Marin Municipal Water District has an immediate need of extra help. The impending retirement of Erik Westerman comes on the heels of other recent retirements within the Water System Operations department and will leave the department short-staffed and in immediate need of expertise, including a need for Distribution Operators with D5 certification. These functions of the District are some of the most critical in water service delivery, and therefore, hiring these retired annuitants prior to the normal 180-day wait period is necessary to address a critical need in the District.

PASSED AND ADOPTED this 15th day of November, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry Russell

President, Board of Directors

ATTEST:

Terrie Gillen

Board Secretary

Attachment: Final Offer Letter



November __, 2022

Erik Westeman
[REDACTED]

Dear Erik,

This letter will confirm our offer of employment to you regarding the temporary part-time position of Superintendent of Operations – Retired Annuitant, effective Monday, December 19, 2022.

The Superintendent of Operations – Retired Annuitant position is temporary, hourly, nonexempt and at-will. You are free to resign at any time, just as the District is free to terminate your employment for any reason at any time. Your exact schedule will be determined by Darren Machado, Operations Director; your work time must not exceed 960 hours in a fiscal year. Your rate of pay will be \$88.63 per hour. This provision may be modified only in writing, signed by the Human Resources Manager. *Please note: Retired annuitants are not eligible for holidays, sick leave, vacation or any employee leave or benefit program.* Additionally, hours worked as a retired annuitant do not count toward additional CalPERS service credit/time and thus no employer nor employee contributions are made to CalPERS.

Please note the following CalPERS regulations that the District must adhere to when appointing a retired annuitant:

Post-Retirement Employment Restrictions

180-Day Wait Period - After retirement from any CalPERS employer, an individual is required to wait 180 days from their retirement date before returning to work as a retired annuitant. This requirement has been waived per Resolution No. [REDACTED] which was adopted by the Board of Directors on November 15, 2022.

No Pre-Determined Agreement with Employer - For members who retire before reaching normal retirement age (currently age 55), there can be no agreement (either verbal or written) prior to retirement to render service to any CalPERS-covered employer as a retired annuitant.

Bona Fide Separation in Service - A retired member who is under normal retirement age (currently age 55) must incur a minimum separation in service of 60 calendar days prior to returning to any CalPERS-covered employment without reinstatement.

Exclude from Hire – The District is to exclude from hire retirees who have collected unemployment insurance compensation for retired annuitant work with any public employer within the 12-months prior to the desired appointment. If it is discovered that a retired annuitant has received unemployment insurance compensation for retired annuitant work with any public employer within the twelve (12) months prior to the date of the appointment, based on Government Code Section 7522.56, the retired

annuitant's appointment must end.

Length of Appointment (Restriction)

Retired annuitants are restricted to working 960 hours within a fiscal year. If a retired annuitant works in excess of the permissible 960 hours within a fiscal year, the CalPERS retiree and the District are subject to penalties. Both the District and the retired annuitant are responsible for tracking hours of employment.

Sincerely,

Vikie Garay
Human Resources Manager

I understand that this position is temporary. I understand that my employment is temporary, hourly, nonexempt, and at-will, and that it can be terminated at any time, with or without cause, and with or without notice, at the option of either the District or myself.

Signature/Date

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE MARIN MUNICIPAL WATER DISTRICT BOARD OF DIRECTORS MAKING FINDINGS AND APPROVING A 180-DAY WAIT PERIOD EXCEPTION PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21224

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the Marin Municipal Water District Board of Directors must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Gary Andersen, CalPERS number 5306320666, will retire from Marin Municipal Water District in the position of Superintendent of Operations, effective December 31, 2022; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is (date of 181st day after retirement) without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Marin Municipal Water District Board of Directors, the Marin Municipal Water District and Gary Andersen certify that Gary Andersen has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Marin Municipal Water District Board of Directors hereby appoints Gary Andersen as an extra help retired annuitant to perform the duties of the Superintendent of Operations for the Marin Municipal Water under Gov. Code section 21224 effective December 19, 2022; and

WHEREAS, the entire employment agreement, contract or appointment document between Gary Andersen and the Marin Municipal Water District has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$15,363 and the hourly equivalent is \$88.63, and the minimum base salary for this position is \$12,717 and the hourly equivalent is \$73.37; and

WHEREAS, the hourly rate paid to Gary Andersen will be \$88.63; and

WHEREAS, Gary Andersen has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW THEREFORE, BE IT RESOLVED THAT the Marin Municipal Water District Board of Directors hereby certifies the nature of the appointment of Gary Andersen as described herein and detailed in the attached employment appointment document and that this appointment is necessary to fill the critically needed position of Superintendent of Operations for the Marin Municipal Water District by January 2, 2023 because the Marin Municipal Water District has an immediate need of extra help. The impending retirement of Gary Andersen comes on the heels of other recent retirements within the Water System Operations department and will leave the department short-staffed and in immediate need of expertise, including a need for Distribution Operators with D5 certification. These functions of the District are some of the most critical in water service delivery, and therefore, hiring these retired annuitants prior to the normal 180-day wait period is necessary to address a critical need in the District.

PASSED AND ADOPTED this 15th day of November, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry Russell

President, Board of Directors

ATTEST:

Terrie Gillen

Board Secretary

Attachment: Final Offer Letter



November __, 2022

Gary Andersen
[REDACTED]

Dear Gary,

This letter will confirm our offer of employment to you regarding the temporary part-time position of Superintendent of Operations – Retired Annuitant, effective Monday, December 19, 2022.

The Superintendent of Operations – Retired Annuitant position is temporary, hourly, nonexempt and at-will. You are free to resign at any time, just as the District is free to terminate your employment for any reason at any time. Your exact schedule will be determined by Darren Machado, Operations Director; your work time must not exceed 960 hours in a fiscal year. Your rate of pay will be \$88.63 per hour. This provision may be modified only in writing, signed by the Human Resources Manager. *Please note: Retired annuitants are not eligible for holidays, sick leave, vacation or any employee leave or benefit program.* Additionally, hours worked as a retired annuitant do not count toward additional CalPERS service credit/time and thus no employer nor employee contributions are made to CalPERS.

Please note the following CalPERS regulations that the District must adhere to when appointing a retired annuitant:

Post-Retirement Employment Restrictions

180-Day Wait Period - After retirement from any CalPERS employer, an individual is required to wait 180 days from their retirement date before returning to work as a retired annuitant. This requirement has been waived per Resolution No. [REDACTED] which was adopted by the Board of Directors on November 15, 2022.

No Pre-Determined Agreement with Employer - For members who retire before reaching normal retirement age (currently age 55), there can be no agreement (either verbal or written) prior to retirement to render service to any CalPERS-covered employer as a retired annuitant.

Bona Fide Separation in Service - A retired member who is under normal retirement age (currently age 55) must incur a minimum separation in service of 60 calendar days prior to returning to any CalPERS-covered employment without reinstatement.

Exclude from Hire – The District is to exclude from hire retirees who have collected unemployment insurance compensation for retired annuitant work with any public employer within the 12-months prior to the desired appointment. If it is discovered that a retired annuitant has received unemployment insurance compensation for retired annuitant work with any public employer within the twelve (12) months prior to the date of the appointment, based on Government Code Section 7522.56, the retired

annuitant's appointment must end.

Length of Appointment (Restriction)

Retired annuitants are restricted to working 960 hours within a fiscal year. If a retired annuitant works in excess of the permissible 960 hours within a fiscal year, the CalPERS retiree and the District are subject to penalties. Both the District and the retired annuitant are responsible for tracking hours of employment.

Sincerely,

Vikie Garay
Human Resources Manager

I understand that this position is temporary. I understand that my employment is temporary, hourly, nonexempt, and at-will, and that it can be terminated at any time, with or without cause, and with or without notice, at the option of either the District or myself.

Signature/Date

Approval Item

TITLE

Amendment to the Professional Services Agreement MA 6074 with Jacobs Engineering Group for Engineering Services in support of the Strategic Water Supply Assessment Project

RECOMMENDATION

Authorize the General Manager to execute Amendment No. 1 to the professional services agreement with Jacobs Engineering Group (Jacobs) in an amount not to exceed \$219,070 to reflect the added scope of work in support of the Strategic Water Supply Assessment Project

SUMMARY

In response to the historic water shortage emergency, the Strategic Water Supply Assessment was initiated on March 3, 2022 and was designed to leverage and build upon extensive, previous planning efforts to evaluate supplemental water supply options that will address the impacts from hydrologic extremes such as climate change driven droughts. The result of this effort will be a roadmap to water supply resiliency. The original scope of work was intended to be completed in three months and with limited public engagement. Given the level of public interest in this important work and the interest of the Board to engage the public more fully, the work to-date focused more heavily on public engagement with numerous presentations and community meetings. Based on public and Board input and questions, a greater level of effort was needed to develop the project elements to the necessary level of detail necessary to address fully all of the available options. The additional scope of work and fee for Amendment No. 1 are provided in Attachment 1. The original scope is also included as Attachment No. 2.

DISCUSSION

The Strategic Water Supply Assessment is additive to past planning efforts and is designed to fill in the gaps on new water supply alternatives. A comparative analysis will be performed for projected future drought scenarios to understand how potential water management options, or portfolios of options, would reduce or eliminate any drought induced water supply deficit. From this analysis, recommendations will be provided that outline a roadmap to water supply resiliency.

As the work progressed, it became evident that the project would require additional technical analysis beyond the original scope to support the development and assessment of water management options. In addition, in the interest of public engagement and the need to communicate complex topics more completely to the board and public, several more workshops were needed than originally included. The additional analysis and project complexity has also resulted in an extension of the original project schedule. As originally conceived, the project was to include a rapid, high-level review of water management alternatives relying

largely on existing materials with an anticipated completion in July 2022. Given the level of review and discussion of the demand management analysis, in addition to more in depth analysis of a variety of options, the current schedule for completion likely will run into January 2023.

As outlined in Attachment No. 1, all of the water supply alternatives required additional development and analysis, beyond the original scope, as described below:

Sonoma Water Options

- New alternatives include dedicated conveyance of Sonoma Water to Soulajule or Nicasio Reservoirs. Sub-alternatives include direct conveyance from Cotati tanks and Petaluma aqueduct to these reservoirs.

Increase Local Surface Storage

- Additional review and evaluation of potential surface storage sites was added. Historical storage investigations and dam inspection reports were reviewed, preliminary GIS mapping of potential storage sites was conducted. Bathymetric information was developed to support this evaluation.
- New alternatives include the potential new storage sites at Halleck Reservoir and Devil's Gulch Reservoir, augmentation of existing storage at Kent Lake and Nicasio Reservoir, and connection of Phoenix Lake to Bon Tempe Lake.

Water Purchases with Conveyance through Bay Interties.

- New alternatives include conveyance of water purchases through North Bay Aqueduct and through San Francisco Public Utilities Commission pipelines. Sub-alternatives for the North Bay Aqueduct conveyance alternative include connecting via either Napa-Sonoma or Napa-Petaluma connections. In addition, these sub-alternatives were evaluated with and without the need for new water treatment.

Desalination in North Bay

- A new alternative includes the Petaluma Brackish Desalination supply. This alternative has not been evaluated in existing reports or previous studies. Jacobs prepared a conceptual alternative, based on existing groundwater availability and quality information, and assessed the engineering aspects.
- Additional analysis was required to evaluate the cost implications of differing Marin Regional Desalination plant configurations and treatment processes. Jacobs evaluated stand-alone and expandable desalination options of 5, 10, and 15 mgd with different treatment processes.

Expand Recycled Water

- New sub-alternatives for treated water augmentation and raw water augmentation to be included for Central Marin Sanitation Agency direct potable reuse alternative.

Each new option or sub option results in the need for additional work throughout the major tasks of the original scope. For example, a new option to increase local storage requires additional development of the Decision Support Model (Task 3), and requires an analysis of how that option will perform in drought (Task 5), and the option will need to be evaluated (Task 6) and compared to the other alternatives.



In order to keep the project moving forward, the project team utilized the approved project budget to support the additional ongoing work and at this point the project team is able to identify the full extent of that additional work and funding required to complete the project. The Strategic Water Supply Assessment Roadmap is anticipated in late December 2022 or January 2023.

FISCAL IMPACT

In summary, District staff request the Board authorize the General Manager to execute the Amendment No. 1 to the professional services agreement with Jacobs for a Strategic Water Supply Assessment in an amount not to exceed \$219,070. The additional funding will bring the total authorized project budget to \$620,245. Funding for the amendment was not included in the FY 2022/23 adopted budget and therefore staff recommends using the Capital Reserve to offset any costs that are in excess of expenditure savings.

ATTACHMENTS

1. Scope and Fee for Amendment No 1 to MA 6074
2. Original Scope and Fee for MA 6074

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



Marin Municipal Water District
Strategic Water Supply Assessment Project Amendment

DRAFT

October 28, 2022

Project Amendment Proposal



Contents

1. Introduction2

2. Scope of Work.....3

Task 3 – Update Decision Support Model (amendment)3

Task 5 – Conduct Assessment of Water Supply Alternatives (amendment).....4

Task 6 – Perform Evaluation of Water Supply Alternatives (amendment).....5

Task 8 – Meetings and Coordination (amendment).....5

Task 9 – Project Management (amendment).....6

3. Fee Estimate8

1. Introduction

The Marin Municipal Water District (MMWD or District) serves the populous eastern corridor of Marin County from the Golden Gate Bridge northward up to, but not including Novato. The district covers approximately 147 square miles and serves a population of approximately 190,000 customers with surface water supplies from seven local reservoirs, augmented with Russian River supplies imported from the Sonoma County Water Agency (Sonoma Water). Historically, MMWD has successfully met demands during periods of extreme drought with a combination of rationing, conservation, and increased Sonoma Water supplies. However, recent drought conditions that severely threatened water supply reliability have prompted MMWD to explore various water supply options to enhance resiliency for its customers.

In February of 2022 Jacobs was selected to lead a Strategic Water Supply Assessment (SWSA) to help develop a water supply roadmap for MMWD. From March until August of 2022 the Jacobs team has been working on delivering the strategic and technical aspects of the SWSA while also participating in several workshops with the Board and the public to present preliminary findings.

Due to the complexity and importance of the Strategic Water Supply Assessment, the project requires additional technical analysis to support the assessment of water management options, additional Board and public meetings to support engagement and decision-making, and an extended project schedule. Jacobs was requested to prepare this amendment to the existing scope of work to align with the changed project needs.

2. Scope of Work

The current Jacobs scope of work includes ten tasks to support MMWD on the Strategic Water Supply Assessment. These tasks are listed below:

- Task 1 – Confirm Water Supply Strategy and Goals
- Task 2 – Review Existing Studies and Reports
- Task 3 – Update Decision Support Model
- Task 4 – Develop Water Supply and Demand Drought Scenarios
- Task 5 – Conduct Assessment of Water Supply Alternatives
- Task 6 – Perform Evaluation of Water Supply Alternatives
- Task 7 – Prepare Water Supply Assessment Report
- Task 8 – Meetings and Coordination
- Task 9 – Project Management
- Task 10 – Optional Task

Jacobs has identified additional work not included in the original scope that is presented below as changes to Tasks 3, 5, 6, 8, and 9 that reflect the additions to the scope of work. The modifications for the tasks are described below.

Task 3 – Update Decision Support Model (amendment)

Update the existing DSM to better represent the simulation of MMWD's existing system and potential future connections with Sonoma Water supplies. Specifically, the following areas were updated in the DSM and were not included in the original scope of work:

- Refine model representation of the MMWD system for reservoir environmental releases based on review of water right decisions, conversations with MMWD staff, and new information provided by MMWD staff
- Modify model to incorporate additional existing conveyance restrictions and new proposed conveyance connections with the Sonoma Water transmission system. These include further refinement of conveyance limitations on the Petaluma Aqueduct, proposed South Transmission System (STS), and proposed new conveyance from Petaluma Aqueduct or Cotati to Soulajule and Nicasio Reservoirs.
- Modify model to incorporate existing and potential future connections with Phoenix Lake
- Modify model to incorporate potential MMWD reservoir expansion, spillway gate modifications, and operations to maximize storage of local and Sonoma Water supplies

Deliverables: An updated version of the DSM will be provided to MMWD upon completion of model updates.

Task 5 – Conduct Assessment of Water Supply Alternatives (amendment)

During the course of the development of water supply alternatives, additional new alternatives or new sub-alternatives were identified. In addition, further analysis was required to assess some of the original alternatives.

Additional analysis was conducted for the following new water supply alternatives or refined existing alternatives:

- Sonoma Water Options
 - New alternatives include dedicated conveyance of Sonoma Water to Soulajule or Nicasio Reservoirs. Sub-alternatives include direct conveyance from Cotati tanks and Petaluma aqueduct to these reservoirs.
- Increase Local Surface Storage
 - Additional review and evaluation of potential surface storage sites was required. Historical storage investigations and dam inspection reports were reviewed, preliminary GIS mapping of potential storage sites was conducted. Bathymetric information was developed to support this evaluation.
 - New alternatives include the potential new storage sites at Halleck Reservoir and Devil's Gulch Reservoir, augmentation of existing storage at Kent Lake and Nicasio Reservoir, and connection of Phoenix Lake to Bon Tempe Lake.
- Water Purchases with Conveyance through Bay Interties.
 - New alternatives include conveyance of water purchases through North Bay Aqueduct and through San Francisco Public Utilities Commission pipelines. Sub-alternatives for the North Bay Aqueduct conveyance alternative include connecting via either Napa-Sonoma or Napa-Petaluma connections. In addition, these sub-alternatives were evaluated with and without the need for new water treatment.
- Desalination in North Bay
 - New alternatives include the Petaluma Brackish Desalination supply. This alternative has not been evaluated in existing reports or previous studies. Jacobs prepared a conceptual alternative, based on existing groundwater availability and quality information, and assessed the engineering aspects.
 - Additional analysis is required to evaluate the cost implications of differing Marin Regional Desalination plant configurations and treatment processes. Jacobs evaluated stand-alone and expandable desalination options of 5, 10, and 15 mgd with different treatment processes.
- Expand Recycled Water
 - New sub-alternatives for treated water augmentation and raw water augmentation to be included for Central Marin Sanitation Agency direct potable reuse alternative.

This task includes additional DSM simulations to support water supply alternative yield evaluations for the new alternatives and documentation of the alternatives in the technical report.

Deliverables: Descriptions and analysis of the new water management alternatives will be described in the final report.

Task 6 – Perform Evaluation of Water Supply Alternatives (amendment)

The new or modified water supply alternatives identified and assessed in amended Task 5 will be further evaluated in this task based on a full range of evaluation criteria consistent with other alternatives. These evaluation criteria include Class 5 cost estimates, yield, performance measures, energy, greenhouse gas emissions, and other social, environmental, and legal criteria as described in the original scope of work.

Assumptions: Class 5 Cost estimates will be prepared as part of this effort consistent with original contract. High-level cost estimates will be used solely for the evaluation of water supply alternatives

Deliverables: The new or modified water supply alternatives will be integrated into the final report.

Task 8 – Meetings and Coordination (amendment)

The original scope of work assumed a project duration of 22 weeks with up to four Board workshops and up to three public meetings. Based on the changes in cadence and level of Board and public engagement, the project is now anticipated to be extended through end of January 2023 (44 weeks) with additional Board and public workshops.

The following additional meetings are included to align with the revised project schedule and engagement.

- **Project Team Coordination Meetings.** Jacobs will continue weekly coordination meetings with MMWD to provide project updates and resolve project details for the extended 6-month duration of the project. It is assumed that all meetings will be held virtually through MS Teams, and an agenda and review material will be made available prior to the meeting.
- **Board Workshops.** Jacobs will participate in up to nine (9) additional Board workshops. Exhibit 3 shows the additional anticipated board workshops. Jacobs will prepare material to support MMWD staff at the meeting dates to be determined by MMWD.
- **Public Meetings.** Jacobs will participate in up to two (2) additional public meetings during the extended course of this planning effort. Jacobs will prepare material to support MMWD staff at these meetings and will assist in presenting technical content related to this assessment. It is assumed MMWD will lead in the organization and communication of the public meetings.

Assumptions: All workshops and meetings to be delivered virtually by MS Teams. One-hour maximum weekly project meetings for up to 22 weeks. Both Board and public workshops are assumed to be up to two hours in duration.

Deliverables:

- Weekly progress meetings for extended duration of project
- Support on up to 9 additional Board workshops
- Support on up to 2 additional public workshops

Exhibit 1 shows the past and anticipated future workshops and meetings for the Strategic Water Supply Assessment. This task includes support for up to 11 additional Board and public meetings that were not initially included in the project scope. These additional meetings are indicated in the “Amendment” column.

Exhibit 1: Project Meetings and Amendment Coverage

Date	Meeting	Initial Scope	Amendment
2/23/22	Project Kickoff Meeting	X	
3/9/22	Community Workshop #1	X	
3/14/22	Project Team Workshop #1 (Goals and Objectives)	X	
4/26/22	SWSA Board Meeting I- Overview of Water Supply Assessment	X	
5/10/22	SWSA Board Meeting II - System Demands	X	
5/24/22	SWSA Board Meeting III - Drought Scenarios	X	
6/2/22	Community Workshop #2	X	
6/14/22	SWSA Board Meeting IV - Scenarios	X	
6/28/22	SWSA Board Meeting V - Water Supply Alternatives Overview		X
7/12/22	SWSA Board Meeting VI - Desalination and Reuse		X
7/19/22	SWSA Board Meeting VII Part 1- Interties and Local Storage Options		X
7/28/22	Community Workshop #3	X	
8/18/22	Project Team Workshop #2 (Water Supply Alternatives)	X	
9/13/22	SWSA Board Meeting VII Part 2 - Water Management Alternatives Summary		X
9/27/22	SWSA Board Meeting VIII - Evaluation of Water Management Alternatives		X
10/25/22	Community Workshop #4		X
Nov	SWSA Board Meeting IX - Evaluation of Water Management Alternatives		X
Dec	SWSA Board Meeting X - Evaluation of Water Management Portfolios		X
Dec/Jan	SWSA Board Meeting XI – Draft Roadmap		X
Jan	SWSA Board Meeting XII – Final Roadmap		X
Jan	Community Workshop #5-Roadmap		X
Jan/Feb	Board Adopts Roadmap		

Task 9 – Project Management (amendment)

Jacobs will continue project administration and management throughout the course of the extended duration of the project. Jacobs shall manage the project execution and production efforts, budget, schedule, internal resource, monitor progress and direct Quality Assurance (QA) activities and coordinate with MMWD. The costs for project management are based on:

- Update project documents
- Conduct team management, internal coordination, and resource allocation and staffing

- Complete project controls, budget and schedule monitoring and updates for project tracking
- Conduct quality control and quality assurance activities for project deliverables
- Complete monthly invoicing and monthly progress reports

Assumptions: Project will extend an additional 22 weeks

Deliverables: Weekly update meetings delivered by MS Teams and monthly invoices.

3. Cost Proposal

The project cost associated with this amendment is presented in **Exhibit 2**. The scope of work described herein will be performed on a time and materials basis; the total fee will not be exceeded without prior approval from MMWD.

Exhibit 2: Project Fee

Task	Armin Munevar - Principal Technologist/Engineer I	Laura Harnish - Principal Technologist/Engineer I	Jim Lozier - Principal Technologist/Engineer II	Makarand Pendse - Senior Technologist/Engineer I	Dean Harris - Principal Technologist/Engineer I	Steve Alt - Principal Technologist/Engineer I	Marcelo Reginato - Project Manager	Tsuchihashi, Ryujiro - Senior Technologist/Engineer I	Junior Staff	- Technical Editor	- Office Clerical	Total Labor Hours	Total Labor Cost (\$)
	\$ 300	\$ 300	\$ 350	\$ 250	\$ 300	\$ 300	\$ 250	\$ 300	\$ 130	\$ 150	\$ 130		
1. Confirm Water Supply Strategy and Goals	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2. Review Existing Studies and Reports	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
3. Update Decision Support Model	16	0	0	0	0	0	56	0	24	0	0	96	\$ 21,920.00
4. Develop Water Supply and Demand Drought Scenarios	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
5. Conduct Assessment of Water Supply Alternatives	20	0	32	50	32	20	48	96	52	0	0	350	\$ 92,860.00
6. Perform Evaluation of Water Supply Alternatives	24	8	10	10	0	0	24	10	28	0	0	114	\$ 28,240.00
7. Prepare Water Supply Assessment Report	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
8. Meetings and Coordination	93	24	22	0	0	0	93	0	0	0	0	232	\$ 66,050.00
9. Project Management	4	0	0	0	0	0	30	0	0	0	10	44	\$ 10,000.00
Total												836	\$ 219,070.00

Misc. Agreement No. 6074

AGREEMENT FOR PROFESSIONAL SERVICES

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

~~JACOBS~~ **JACOBS ENGINEERING GROUP INC.** *2/16/2022*

WHEREAS, Consultant is a duly qualified consulting firm, experienced in engineering planning and design, hydraulics modeling, water supply analyses and alternatives assessments.

WHEREAS, in the judgment of the Board of Directors of the District, it is necessary and desirable to employ the services of the Consultant for the Strategic Water Supply Assessment that evaluates District and regional hydrology and hydraulics to assess water supply resiliency needs.

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 schedule and order of tasks shall be in accordance with that included in Attachment B of this agreement.
 - c. The fee and fee payment for such work shall be as stipulated under the fee schedule included in Attachment C of this agreement and shall not exceed **\$401,175** 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 **December 2022**, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

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

District: Marin Municipal Water District
Attn: Lucy Croy
220 Nellen Avenue
Corte Madera CA 94925

CONSULTANT: Jacobs Engineering Group Inc.
Attn: Armin Munevar
402 W. Broadway, Suite 1450
San Diego, CA 92101
Phone: (619) 272-7218

02/10/2022

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. Payment net 30 days from date of invoice.

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 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 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 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.

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

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: Lucy Croy, by certified mail."

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

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

- 1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
- 2. The insurance shall be primary as respects the insured shown in the schedule above.
- 3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the 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 D - 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 \$25,000. 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. With the exception of professional liability, 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 C 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.

JACOBS ENGINEERING GROUP INC.

Dated: 16 Feb. 2022

By


Mia Lindsey, Designated Project Executive

MARIN MUNICIPAL WATER DISTRICT

Dated: 3/3/22

By


Bennett Horenstein, General Manager

Approved as to Form

Dated: _____

By

Molly MacLean, General Counsel

Rev. 1-30-19

ATTACHMENT D

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

**MARIN MUNICIPAL WATER DISTRICT
DATA DISCLAIMER**

(for data provided by the District)

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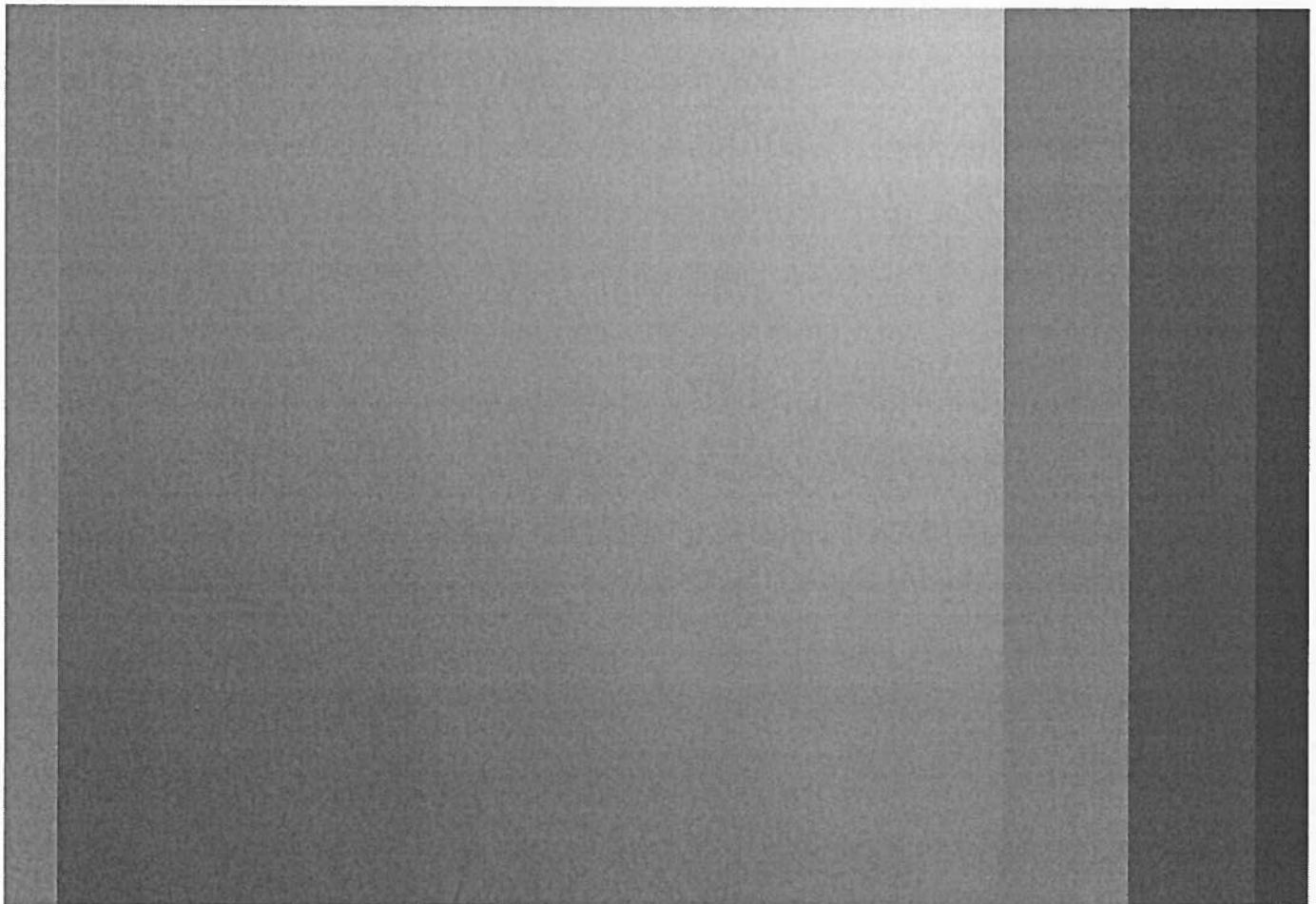
Marin Municipal Water District

Strategic Water Supply Assessment

DRAFT

January 21, 2022

Project Proposal



Contents

1. Project Understanding	2
2. Scope of Work.....	3
Task 1 – Confirm Water Supply Strategy and Goals	3
Task 2 – Review Existing Studies and Reports	3
Task 3 – Update Decision Support Model.....	4
Task 4 – Develop Water Supply and Demand Drought Scenarios	4
Task 5 – Conduct Assessment of Water Supply Alternatives	5
Task 5.1 – Compile Descriptions of Drought Water Supply Alternatives	5
Task 5.2 – Perform Modeling Assessment of Water Supply Alternatives	5
Task 5.3 – Review Results and Summarize Performance	6
Task 6 – Perform Evaluation of Water Supply Alternatives	6
Task 6.1 – Develop Evaluation Criteria	6
Task 6.2 – Develop Cost Estimates.....	6
Task 6.3-Multi Objective Decision Analysis	6
Task 7 – Prepare Water Supply Assessment Report.....	7
Task 8 – Meetings and Coordination	7
Task 8.1 – Project Team Coordination Meetings	7
Task 8.2 - Workshops and Board Meetings.....	7
Task 8.3 - Support for Public Meetings	7
Task 9 – Project Management.....	8
Task 9.1 - Project Management.....	8
Task 10 – Optional Task.....	8
3. Schedule	12
4. Cost Proposal.....	13

1. Project Understanding

The Marin Municipal Water District (MMWD or District) serves the populous eastern corridor of Marin County from the Golden Gate Bridge northward up to, but not including, Novato. The district covers approximately 147 square miles and serves a population of approximately 190,000 customers with surface water supplies from seven local reservoirs, augmented with Russian River supplies imported from the Sonoma County Water Agency (Sonoma Water). Historically, MMWD has successfully met demands during periods of extreme drought with a combination of rationing, conservation, and increased Sonoma Water supplies. However, recent drought conditions that severely threatened water supply reliability have prompted MMWD to explore various water supply options to enhance resiliency for its customers.

This Strategic Water Supply Assessment will be additive to past planning efforts and is designed to fill in the gaps on new water supply alternatives. A comparative analysis will be performed on the water supply options available to MMWD and provide recommendations on a strategic water supply roadmap. In addition, the accelerated pace of climate change had signaled the need to model greater hydrologic extremes (both floods and droughts) than those that have occurred in the past. Specifically, the Assessment will seek to address the following questions:

- What is the current risk to MMWD's water delivery reliability under recent and projected future droughts?
- How much additional water supply is needed under different future hydrologic drought and demand scenarios?
- What are the range of water supply alternatives that could increase resiliency of MMWD's system? And what are their strengths and weaknesses?
- What recommendations can be developed to support MMWD's near-term investment in drought resiliency?

The Jacobs team is currently supporting Sonoma Water and its retail customers (including MMWD) on the Regional Water Supply Resiliency Study and has unique regional, state, and national experience and skills to support MMWD in this strategic assessment. The Jacobs team has conducted integrated water management resilience efforts throughout the state and thrives on these strategic planning efforts.

2. Scope of Work

Based on our understanding of the project, Jacobs is developed the following tasks to achieve the project goals. These tasks begin with strategic planning workshop effort to lead with the "end in mind", then lead to technical and modeling assessments, and finally with an evaluation process and recommendation. One optional task has been included to provide contingency should work be needed outside of the specific tasks indicated.

Task 1 – Confirm Water Supply Strategy and Goals

Jacobs will conduct an early workshop with the project and management team to confirm MMWD's water supply strategy for both long-term reliability and drought (or other acute risks) resiliency. This workshop will result in an articulation of MMWD's strategy and specific goals to be achieved in this strategic assessment. Jacobs will lead this workshop, share example strategies from related water agencies, and elicit input from the MMWD team to ensure that the assessment achieves the district's goals.

In addition to ensuring alignment with the MMWD's strategy and goals, the workshop will seek to establish performance metrics that can indicate the extent to which water supply alternatives meet the goals. Quantitative performance metrics will be sought, although some qualitative metrics may also be included where quantification may not be easily be conducted.

Assumptions: 2-hour virtual workshop via MS Teams

Deliverables: A brief (less than 3 pages) write-up documenting the discussion of this strategy workshop, goals, and performance metrics.

Task 2 – Review Existing Studies and Reports

Jacobs will review existing studies and reports related to this MMWD's water supply planning and drought resiliency project development. At a minimum, the Jacobs team will review the following reports and studies:

- SASM-MMWD Recycled Water Feasibility Study (2014)
- CMSA-MMWD Recycled Water Feasibility Study (2016)
- Water Resources Plan 2040 (2017)
- Marin Municipal Water District Desalination Plan EIR (2008) and Unpublished Updates (2021)
- EBMUD-MMWD Intertie EIR (2022, in progress)
- North Bay Water Reuse Plan Phase 2 (2018)
- MMWD's In-System "Bottleneck" Study (2022, as available)
- Water Shortage Contingency Plan (2021)
- Urban Water Management Plan (2021)
- CMSA-MMWD Briefing Document Evaluating Direct Potable Reuse in Marin
- Water Supply Master Plan (1989)

This task will also include the collection of additional information related to the MMWD surface reservoirs and general system operation, supplies, and demands. MMWD's WaterSim GoldSim Model will be further reviewed to ensure that that integration with the Sonoma Water Decision Support Model (DSM) is achieved at the appropriate level. This information will be used to better understand the system operations and constraints for subsequent tasks.

Assumptions: MMWD will provide all the document for review including current models and reservoir historical data available. Documents for review might include draft documentation of reports that are not published yet.

Deliverables: A brief technical memorandum (maximum 5 pages) describing the key elements of each report and information that will be used to support this Assessment. The TM will be provided as a first draft electronic file (pdf) for comments. A final version addressing comments will be integrated into the final Report.

Task 3 – Update Decision Support Model

Jacobs developed the Sonoma Water DSM as part of the Sonoma Water Resiliency Study contract with Sonoma Water. The MMWD system representation in the Sonoma Water DSM was simplified for the goals of the Sonoma Water project. It is expected that more details related to the MMWD system will be added to the current version of the Sonoma Water DSM resulting in a more accurate model tool that could be used by both agencies.

Jacobs will update the existing Sonoma Water DSM based on the information collected during Task 2. A simplified representation of MMWD reservoirs and main constraints (Kastania booster and treatment plants) is included in the existing DSM developed for Sonoma Water and its retail customers. DSM improvements will be related to achieve an improved representation of the MMWD system, reservoir operations, operational adjustments and constraints, and potential new infrastructure to support the evaluation of new water supplies.

Assumptions: Sonoma Water DSM developed by Jacobs under Sonoma Water contract will be used.

Deliverables: ~~No deliverables are expected under this task.~~ An updated version of the DSM could be provided to MMWD after Sonoma Water's approval.

Task 4 – Develop Water Supply and Demand Drought Scenarios

The system represented in the Sonoma Water DSM will be tested under different water supply and demand conditions. Jacobs will develop up to four (4) drought scenarios that will be used to test the reliability of the MMWD system. The current DSM incorporates a stochastic resampling of historical hydrology (108 years) and 20 individual future climate model projections. Climate change amplification of the drought extremes will be evaluated and incorporated into scenarios. Jacobs will recommend scenarios that ensure that a robust range of plausible drought stress test hydrologic and initial storage conditions are incorporated.

Demand projections will be consistent with MMWD's Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan.

Assumptions: Jacobs will use only the current hydrological sequences available in the Sonoma Water DSM, which includes historical hydrology from 1910 to 2017 and 20 climate projections. Any hydrology updates provided by Sonoma Water will be included in the DSM.

Deliverables: A brief technical memorandum (less than 5 pages) describing the drought scenarios that will be used to support this Assessment and the basis for the assumptions. The TM will be provided as a first draft electronic file (pdf) for comments. A final version addressing comments will be integrated into the final Report.

Task 5 – Conduct Assessment of Water Supply Alternatives

This task will compile the information associated with various water supply alternatives and conduct an assessment of each. Initially, Jacobs will review a broad range of water supply options including those compiled in the Water Resources Plan 2040. Additional concepts through discussion with the Project Team and will be added to ensure that the assessment begins with a board consideration of water supply approaches.

After reviewing the water supply options, Jacobs will work with MMWD to select the most promising supplemental supply alternatives for more detailed assessment. The following water supply alternatives are anticipated to be confirmed as the most promising alternatives and will be included in the assessment:

- Baseline – Existing water supply system with planned improvements
- Water Shortage Contingency Plan Drought Conservation Scenario – Maximum of 20% conservation savings achieved
- Water Purchases with Conveyance through East Bay Intertie
- Desalination in North Bay
- Sonoma Water Options
- Increase Local Surface Storage
- Expand Recycled Water

The assessment will include a description of each drought water supply alternative and an evaluation of the performance of the alternative under the various drought scenarios.

Task 5.1 – Compile Descriptions of Drought Water Supply Alternatives

Jacobs will compile descriptions of each drought water supply alternative. The descriptions will include a definition of the alternative, infrastructure needed to implement the alternative, and operational considerations for integrating the alternative into the MMWD system. It is assumed that information recently developed by MMWD for the Central Valley Purchases with East Bay Intertie, Desalination, and Expand Recycled Water will be directly incorporated in this assessment. Jacobs will primarily rely on this existing information to describe and assess these alternatives. Additional information and assessments will be conducted to support a more detailed assessment of Winter Water Delivery from Sonoma Water and Increase Local Storage.

Task 5.2 – Perform Modeling Assessment of Water Supply Alternatives

The updated Sonoma Water DSM will be simulated with each of the water supply alternatives, and under each of the drought scenarios, to evaluate performance. Jacobs will develop specific assumptions for each alternative, review these with the MMWD project team, and implement in the Sonoma Water DSM. Jacobs will assess the availability of supply, feasibility of conveyance, and impact on system performance through these technical and modeling assessments.

In this subtask, Jacobs will determine how much water supply would be needed by MMWD given existing and future demand projections and current system infrastructure. The demands will be compared against the current existing supplies to determine the magnitude and frequency of potential future shortages. Under this task a supply demand gap will be identified together with its frequency under different hydrological scenarios. Major constraints limiting future potential of incorporating new water supplies will be identified.

Task 5.3 – Review Results and Summarize Performance

Jacobs will review the results from each drought water supply alternative assessment and summarize the performance of all to begin to allow for a comparison of system performance. This

Assumptions: Water supply assessment will be based on existing information available except for supplies that will be evaluated with the Sonoma Water DSM.

Deliverables: A draft technical memorandum (maximum 20 pages) describing how the system was evaluated under different scenarios will be delivered as an electronic file for the District's review. Comments will be incorporated and delivered in a final version at the end of the project.

Task 6 – Perform Evaluation of Water Supply Alternatives

The water supply alternatives identified and assessed in Task 5 will be further evaluated in this task based on a full range of criteria.

Task 6.1 – Develop Evaluation Criteria

The criteria to evaluate and inform the recommended alternative and decision process will be defined under this task. Jacobs will work with the MMWD to identify a list of criteria and the relative importance of each one. In general, the range of criteria will include categories such as feasibility, financial, implementation time, legal/regulatory, implementation risks, environmental, and social impact. Jacobs will propose a set of criteria and work with the project team to refine the criteria and evaluation method. The performance criteria identified and assessed in the previous tasks will also form the basis for additional benefit criteria.

Task 6.2 – Develop Cost Estimates

Once the water supply alternatives are identified, described, and performance assessed, the Jacobs team will provide high-level relative cost estimate for the supply alternatives evaluated under Task 5. The purpose of these cost estimates is to provide a comparative cost value across projects that will be used in the selection of a preferred project. Although this might be the first step towards a final project cost, the estimates will have a relatively high level of uncertainty.

Assumptions: Class 5 Cost estimates will be prepared as part of this effort. Class 5 estimates (as characterized by the Association for the Advancement of Cost Engineering (AACE) International) are prepared based on limited information, where little more than proposed infrastructure type, its location, and the capacity are known. Strategic planning purposes include, but are not limited to, market studies, assessment of viability, evaluation of alternate schemes, project screening, location and evaluation of resource needs and budgeting, and long-range capital planning. Examples of estimating methods used include cost/capacity curves and factors, scale-up factors, and parametric and modeling techniques. Little time is expended in the development of this estimate. The typical expected accuracy range for this class estimate is –20 to –50 percent on the low side and +30 to +100 percent on the high side.

Task 6.3 – Decision Analysis

A decision analysis approach will be developed and applied to assist in informing the selection of preferred project. The decision analysis may include Multi-Objective Decision Analysis (MODA) using the evaluation criteria, preference weights, and performance. MODA analysis would include both quantitative evaluation criteria (e.g. performance metrics) and qualitative evaluation criteria (e.g. environmental and legal) as identified in task 6.1. Jacobs will also offer additional decision analysis methods that could be used to inform recommended

future decision pathways and triggers. The result of this evaluation will be a recommended MMWD water supply resiliency strategy that may involve one or more water supply alternatives depending on the severity and type of drought risks.

Assumptions: High-level cost estimates will be used solely for the evaluation of water supply alternatives

Deliverables: TM (maximum 10 pages) describing the cost estimate assumptions and the decision analysis process that resulted in a recommended pathway.

Task 7 – Prepare Water Supply Assessment Report

Task 7 will consolidate all the individual draft technical memoranda delivered as draft throughout the duration of the project as sections of the final documentation report. The consolidated documentation will include an executive summary, introduction, system description, water supply alternatives, evaluation approach and results, and recommended strategy.

Assumptions: Maximum 60-page electronic document. MMWD will provide comments within one week from the draft deliverable.

Deliverables: Final project report incorporating all final TM's, an executive summary, and a final conclusions section. The project report will be delivered as draft for final comments. The final project report will be delivered as an electronic file (pdf) addressing all comments.

Task 8 – Meetings and Coordination

Task 8.1 – Project Team Coordination Meetings

Jacobs plans to establish weekly coordination meetings with MMWD to provide project updates and resolve project details for the duration of the project up to 6 months. It is assumed that all meetings will be held virtually through MS Teams, and an agenda and review material will be made available prior to the meeting.

Task 8.2 - Workshops and Board Meetings

Jacobs expects to deliver two project workshops and up to four Board meeting updates. Jacobs will prepare material to support MMWD staff at the four Board meetings at dates to be determined by MMWD.

The workshops will cover the following subjects:

- Workshop#1- Confirmation of water supply strategy and goals, system representation, scenarios and supplies to be evaluated. At the end of this workshop the project team will propose performance metrics and evaluation criteria to be used to evaluate projects.
- Workshop#2- Presentation of the results of the assessment, performance criteria, decision analysis approach, and recommended roadmap.

Task 8.3 - Support for Public Meetings

Jacobs expects to support MMWD at up to three (3) public meetings during the course of this planning effort. Jacobs will prepare material to support MMWD staff at these meetings and will assist in presenting technical content related to this assessment. It is assumed MMWD will lead in the organization and communication of the public meetings.

Assumptions: All workshops and meeting to be delivered virtually by MS Teams. One-hour maximum weekly project meetings for up to 22 weeks. Both workshops will last up to 2 hours. The 3 public meetings are assumed to be delivered virtually via MS Teams and last up to two hours each.

Deliverables:

- One kick-off meeting with Jacobs and MMWD teams.
- Weekly progress meetings with power point draft presentation to be provided prior to the meeting. Meetings are assumed to be delivered virtually on MS Teams.
- Two 2-hour workshops to be presented virtually on MS Teams.
- Support on up to 4 Board meetings.
- Support on up to 3 Public Workshops, up to 2 hours each

Task 9 – Project Management

Task 9.1 - Project Management

Jacobs shall be responsible for project administration and management throughout the course of this task. Jacobs shall manage the project execution and production efforts, budget, schedule, internal resource, monitor progress and direct Quality Assurance (QA) activities and coordinate with MMWD. The costs for project management are based on:

- Update project documents
- Conduct team management, internal coordination, and resource allocation and staffing
- Complete project controls, budget and schedule monitoring and updates for project tracking
- Conduct quality control and quality assurance activities for project deliverables
- Complete monthly invoicing and monthly progress reports

Assumptions: Project will last a total of 22 weeks without optional tasks

Deliverables: Weekly update meetings delivered by MS Teams and monthly invoices.

Task 10 – Optional Task

This task will be set up to cover optional work that might be identified along the project execution. Due the short schedule (6 months) of the project, this optional task will provide great flexibility to accommodate out of scope tasks that could be crucial to the conclusion of the project. This project task will be approved only after a mutual agreement between Jacobs and the District on the scope and deliverables of the task.

3. Project Team

Jacobs will support MMWD with an integrated team that is highly experienced in water supply planning, climate resilience, engineering, modeling, and strategic planning. The key team members listed below cover the requisite skills to support this assessment.

Armin Munévar, P.E. – Project Manager and Water Resources Planning

Armin is a global technologist for Jacobs for integrated water resource management and climate resiliency services. He is responsible for assisting to develop the firm's integrated water resource management practice, evaluating climate change impacts on water resource systems, assessing water system vulnerabilities and reliability, and developing strategies to meet reliability and sustainability goals. Armin's experience includes two decades of development and application of water resource modeling and planning studies, climate adaptation and resiliency plans, and strategic resource plans throughout the western United States and international river basins. These include plans for sustainable management of large-scale river basins, complex water system evaluations, statewide watershed resiliency programs, system vulnerability and risk analyses, and strategic water planning and policy support. Major recent planning efforts that Armin has been involved in include the Colorado River Basin Study, California Water Fix, California Water Plan, Sonoma Water Climate Adaptation Plan, San Diego Regional Facilities Master Plan, San Francisco Waterfront Resilience Program, and the on-going Sonoma Water Regional Water Supply Resiliency Study.

Marcelo Reginato, P.E. – Systems Modeling Lead and Assistant Project Manager

Marcelo is a Senior Water Resources Project Engineer for Jacobs with more than 19 years of experience focused on water resources planning and the development of dynamic computer model tools that help clients in their decision-making process. Marcelo has been also engaged in developing and reviewing water balance models for the public, private sectors using GoldSim Monte Carlo simulation software. Marcelo has vast experience developing decision support model tools, using GIS applied to water resources, and developing models related to the California water system. His experience includes modeling of California's State Water Project and Central Valley Project, the Sacramento and San Joaquin Delta, and models that evaluate California statewide water resources projects. More recently Marcelo has been managing several projects related to his area of expertise for public and private sector clients, including the Sonoma Water Regional Water Supply Resiliency Study.

Laura Harnish – Strategic Planning and Stakeholder Engagement

Laura Harnish is an environmental planner with over 30 years of experience managing multi-disciplinary climate resilience and integrated water projects and planning efforts. After almost 20 years with Jacobs (CH2M), Laura joined the Environmental Defense Fund in 2007, where she served as West Coast Regional Director, leading the California water program, and served as a national strategy director. She returned to Jacobs in 2013 and currently focuses on climate resiliency, integrated water resources and ecosystem management programs. Laura is currently working on large-scale climate resiliency and integrated management projects in California. She worked on the Sonoma Water Climate Adaptation Plan and is working on the San Francisco Seawall/Waterfront Resiliency Program. Additionally, Laura is currently leading Jacobs' efforts to support the Department of Water Resources on the California Water Plan- Update 2023. Through her experience on these projects, Laura has a detailed understanding of strategic stakeholder engagement processes, integrating planning efforts across multiple programs and sectors as well as evaluating and incorporating climate change data to provide resilient solutions to water supply needs.

Jim Lozier, P.E. – Desalination Supply

Jim is a Jacobs' Global Technology Leader for Desalination. Jim specializes in the application of membrane processes for water treatment, desalination, and water reuse. He also specializes in treatment processes used in association with the application of membrane processes for end uses, including coagulation, clarification, oxidation, and various chemical treatments. He has 39 years of experience in the study, design, and implementation of a wide variety of membrane and desalination technologies for clients throughout the United States and the world, including reverse osmosis (RO), nanofiltration, ultrafiltration (UF), microfiltration, and electrodialysis. Jim applies this experience where such processes are used individually for seawater, groundwater, and surface water desalting; particle removal; and other single purpose applications. He also applies it as part of multi-process (integrated) treatment facilities addressing a variety of treatment challenges; in the treatment of a variety of source waters for high-quality industrial process water; and in the treatment and reclamation of industrial wastewaters, including the use of MBRs.

Erik Desormeaux, P.E. – Water Reuse and Desalination Supply

Erik has 17 years of experience managing planning, design and construction of water and infrastructure projects in California and globally. Erik's expertise is in water reuse and desalination technology, and he has led planning analyses, process selection, design, construction, startup and permitting of various seawater desalination, brackish desalination, potable reuse, and novel non-potable reuse projects.

Larry Schimmoller, P.E. – Water Reuse

Larry is Jacobs' Global Technology Leader for water reuse who has extensive experience in the planning, piloting, process selection, design, and construction of water reuse projects. He has provided significant thought leadership to the water reuse industry, serving as a member of national and regional water reuse committees that develop research agendas and policy for water reuse. He has also served as Principal Investigator (PI) or co-PI on multiple water reuse research projects and has served as the Chair in the development of regulatory guidelines for direct potable reuse. Larry has authored and presented numerous papers at regional, national, and international conferences and publications and has managed or served as the senior technical consultant on dozens of water reuse projects across the world.

Makarand Pendse, P.E. – Conveyance

Makarand Pendse is a Principal Project Manager with 27 years of overall diversified industry experience and 14 years of Infrastructure Project Management, Project Engineering and Design Management experience. Makarand has specialized knowledge and experience in pumping and conveyance, route analysis, drinking water treatment and transfer systems, water resource planning and estimation, water resilience, underground pipeline condition assessment, construction and commissioning of WWTP and IPS, large and medium scale pumping stations for flood mitigation, project engineering and management of design and build projects and preparation of detailed design and bid documentation.

Jeff Smith, P.E. – Conveyance

Jeff has more than 33 years of experience managing, planning, and designing water and wastewater supply development, distribution, and collection system projects. His strong working knowledge of many design aspects enhances his ability to manage multidisciplinary projects. Jeff has managed more than 50 projects involving pipelines, pump stations and reservoirs related to raw and potable water systems. Jeff has also managed more than 40 projects related to wastewater gravity and force main pipelines and pump stations. Jeff is considered one of Jacobs most senior conveyance engineers and is called upon to provide detailed reviews, serve as quality control manager, and provide overall constructability and value engineering. Jeff has also provided senior technical consulting related to pipelines and pump stations for numerous projects and large conveyance programs throughout the world. Jeff is especially knowledgeable in the design and technical aspects of large diameter welded steel pipe and associated appurtenances.

Kensey Daly, P.E. – Systems Modeling

Kensey is a water resources engineer with Jacob's Water Resources Solutions and Technology group. She has over 7 years of experience and has been a team member on a variety of projects in water resource management, strategy, and planning. Kensey has experience in numerical modeling and technical studies for a variety of different clients and projects with a focus on water resources management and climate change resiliency. She has practiced preparing modeling tools, studies and plans for clients for the use of integrated water resource management, climate change studies, water management of mine sites, flood control protection planning, sediment transport analyses, stormwater and water quality management and water sales forecasting. She also has experience with data analysis in Google Earth Engine, ArcGIS, python, building tools in Excel, field work, and project management. Kensey has recent experience developing and apply the decision support model for the Sonoma Water Regional Water Supply Resiliency Study.

These key team members will be supported by other Jacobs California water resources planning staff in areas such as data collection and mapping, engineering feasibility, cost estimating, and document publications.

4. Project Schedule

See Appendix A – Project Schedule

5. Cost Proposal

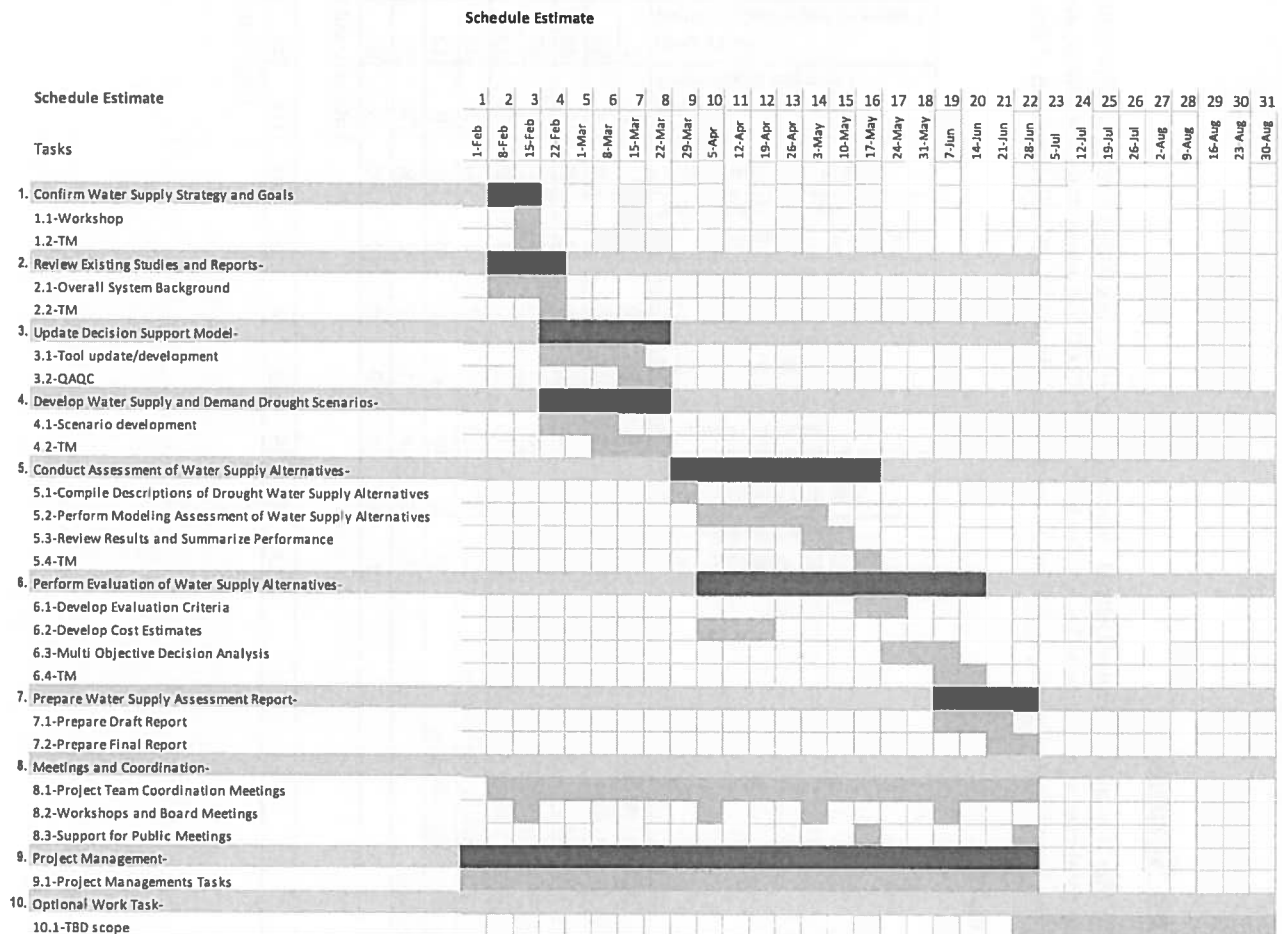
See Appendix B - Fee Schedule

Appendix A - Schedule

Jacobs assumes that all tasks will be executed within 22 weeks from the notice to proceed. It is a compressed schedule, and for that reason it will be important to have a close collaboration and engagement of the project team (MMWD and Jacobs) to provide timely review of assumptions and documents to be delivered during the project.

Tasks will be executed in parallel as much as possible. Tasks that will determine quantitative and qualitative metrics to rank projects or identification of supply options could be executed in parallel to model improvement and document review tasks. Exhibit A-1 shows the estimated project schedule.

Exhibit A-1: Estimated Project Schedule



Appendix B – Fee Schedule

Based on the scope of work for Marin Municipal Water District- Strategic Water Supply Assessment, Jacobs estimates the cost without optional Task 10 to be \$362,685.00 and the total cost with optional Task 10 to be \$401,175.00 including labor (no travel, and other direct expenses are expected). Exhibit B-1 shows the break down by task, including an optional work task (Task 10). Exhibit B-2 shows current billing rates.

Exhibit B-1: Project Fee with tasks

Task													Total Labor Hours	Total Labor Cost (\$)		
1.	Confirm Water Supply Strategy and Goals	12	4	4	4	0	0	0	0	0	0	0	32	\$ 9,070.00		
2.	Review Existing Studies and Reports	24	4	4	4	4	0	0	0	0	0	0	130	\$ 31,260.00		
3.	Update Decision Support Model	24	0	0	0	0	0	0	0	0	0	0	166	\$ 38,490.00		
4.	Develop Water Supply and Demand Drought Scenarios	24	0	0	0	0	0	0	0	0	0	0	122	\$ 28,620.00		
5.	Conduct Assessment of Water Supply Alternatives	48	0	16	12	12	0	0	0	106	16	152	4	0	354	\$ 84,730.00
6.	Perform Evaluation of Water Supply Alternatives	52	4	12	24	2	2	2	2	60	28	48	4	0	236	\$ 60,340.00
7.	Prepare Water Supply Assessment Report	12	0	0	0	0	0	0	0	24	0	12	0	0	48	\$ 11,940.00
8.	Meetings and Coordination	65	67	8	12	2	2	2	2	84	30	61	0	0	331	\$ 87,185.00
9.	Project Management	8	0	0	0	0	0	0	0	30	0	0	0	10	48	\$ 11,050.00
Total without optional task													1467	\$ 362,685.00		
10.	Optional Work Task	32	16	5	2	4	2	2	2	32	16	40	0	0	149	\$ 38,490.00
Total with optional task													1616	\$ 401,175.00		

Exhibit B-2 Billing Rates

Staff Classification	Hourly Billing Rate 2022
Principal-in-Charge	\$ 300
Principal Project Manager	\$ 300
Senior Project Manager	\$ 280
Project Manager	\$ 245
Principal Technologist/Engineer II	\$ 350
Principal Technologist/Engineer I	\$ 300
Senior Technologist/Engineer II	\$ 275
Senior Technologist/Engineer I	\$ 250
Technologist/Project Engineer II	\$ 230
Technologist/Project Engineer I	\$ 205
Engineer/Professional II	\$ 190
Engineer/Professional I	\$ 175
Junior Engineer/Professional	\$ 160
Engineering Technician III	\$ 200
Engineering Technician II	\$ 160
Engineering Technician I	\$ 130
Project Controls	\$ 150
Technical Editor	\$ 150
Office/Clerical/Accounting	\$ 130

1. Rates are valid through December 31, 2022. Rates are subject to a 4% increase on 2023 and annually thereafter

2. All other expenses will be invoiced at actual cost

Informational Item

TO: Board of Directors

FROM: Paul Sellier, Water Resources Director



THROUGH: Ben Horenstein, General Manager



DIVISION NAME: Water Resources

ITEM: Water Supply Update

SUMMARY

Overall, reservoir storage is 70% of capacity and slightly greater than 106% of the average for this time of year. With reservoirs above average capacity the District is well positioned to provide water for both potable needs and environmental releases in the coming year. Storage level projections indicate that, with average rainfall and runoff, the reservoirs will be at or near capacity on April 1, 2023. Below average hydrology would result in lower levels of storage. Staff will provide a brief presentation and discussion on water supply.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Informational Item

TO: Board of Directors

FROM: Paul Sellier, Water Resources Director



THROUGH: Ben Horenstein, General Manager



DIVISION NAME: Water Resources

ITEM: Review of Demand Management for the Strategic Water Supply Assessment

SUMMARY

The District is currently developing a Strategic Water Supply Assessment (SWSA) to evaluate risk to the District's water supply reliability under projected drought scenarios. In this Assessment, a range of water management alternatives to increase resiliency are being identified and evaluated as part of the assessment. The result of the SWSA effort will be a roadmap for implementation. During the Board of Directors meeting on September 6, 2022, the project team provided an overview of the projected conservation savings included in the SWSA and reviewed how the savings are incorporated into the water supply planning process. As directed by the Board, Maddaus Water Management (MWM) was engaged to provide additional peer review of the water savings projections. During the meeting, the project team will provide the board a presentation on MWM's review.

DISCUSSION

To date, the Strategic Water Supply Assessment has been additive to past planning efforts and is designed to update and integrate previous water supply planning efforts to comprehensively assess water supply resiliency in areas such as demand management, local storage, recycled water, and desalination.

The Water Conservation Element (WCE) included in the Strategic Water Supply Assessment represents a distinct and separate subset of the District's ongoing, long-term water conservation program. The intent of the WCE is to determine a package of incentive programs and associated savings, using an anticipated level of participation, with the District being confident the amount of water savings will actually be achieved. This WCE subset was developed after extensive review of historic incentives, considering market saturation and the most recent drought response.

The demand management measures currently included in the SWSA seek to reduce water use through leveraging new technologies, establishing a culture of water efficiency and targeting the areas with the highest water savings potential. The levels of participation or uptake of these programs determines the extent of projected water savings; the uptake of the programs was projected based on 1)the experience and program performance within the District's service area during the drought emergency and in normal years, 2)the experience and performance of other bay area agencies with these programs, and 3)a national perspective provided by recognized experts in the field of demand management.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Approval Item

TITLE

Allow Continuation of Virtual Board and Committee Meetings Pursuant to Assembly Bill (AB) 361

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

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.

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.

AB 361 requires the Board to reconsider the emergency circumstances every 30 days.

On June 17, 2022, Governor Newsom issued Executive Order N-11-22, which eliminated certain of the COVID-19 emergency provisions put in place in previous orders, but left in place other measures and the overall emergency proclamation. The Director of Health & Human Services for the County of Marin also continues to recommend employment of social distancing to enhance public safety at public meetings; in particular, where indoor settings may exceed room capacity and not provide the ability to socially distance. The Marin County Health Department's October 28, 2022 update indicates that the COVID-19 Community Level for Marin County are low. Nonetheless, the most recent dominant variants of Omicron are the most contagious and we are approaching the cooler months and holiday season with increased indoor activities and gatherings. Adding to this, the District's boardroom may not be able to accommodate a full return to in-person meetings consistent with recommended social distancing. 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.



The adoption of a resolution to allow the continuation of virtual meetings in accordance with AB 361 while the state proclamation of emergency remains in place and will not preclude the District from holding in person or hybrid meetings where appropriate. The Governor has recently announced that he will end the COVID-19 emergency as of February 28, 2023, which would eliminate the use of virtual meetings pursuant to AB 361. The Brown Act will continue to allow virtual participation by Board members under those rules in place prior to the COVID-19 emergency, to include posting of the Board members location. Changes to the Brown Act adopted this year and effective as of January 1, 2023, will allow Board members to attend meetings virtually under limited circumstances without posting their location.

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 California Department of Public Health continues to recommend caution in crowded indoor settings where social distancing is not possible and the Marin County Director of Health & Human Services continues to recommend social distancing where possible in order to minimize the potential spread of COVID-19 during indoor, public meetings due to the continued transmission of new variants; 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 October 18, 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 15th day of November, 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:

Internal Meetings

- Wednesday, November 16, 2022
Communications & Water Efficiency Committee/
Board of Directors (Communications & Water Efficiency) Meeting
9:30 a.m.
- Friday, November 18, 2022
Operations Committee/Board of Directors (Operations) Meeting
9:30 a.m.
- Tuesday, December 6, 2022
Board of Directors' Special Meeting (Cost of Service Analysis)
5:00 p.m.

External Meetings

- Tuesday, November 29, 2022 – Friday, December 2
ACWA Fall Conference
- Friday, December 2, 2022
North Bay Watershed Association Meeting
9:30 a.m.

FISCAL IMPACT

None

ATTACHMENT(S)

None