



NOTICE OF THE BOARD OF DIRECTORS' REGULAR BI-MONTHLY MEETING

Tuesday, January 23, 2024 at 5:30 PM

AGENDA

LOCATIONS:

Open Session to start at or after 6:30 p.m.

Marin Water Board Room – 220 Nellen Avenue, Corte Madera, CA 94925

Closed Session begins at 5:30 p.m.

Marin Water Mt. Tam Conference Room, 220 Nellen Avenue, Corte Madera, CA 94925

Public Participation:

The public may attend this meeting in-person or remotely using one of the following methods:

On a computer or smart device, go to: <https://us06web.zoom.us/j/88134852296>

By phone, dial: **1-669-444-9171** and use Webinar ID: **881 3485 2296**

HOW TO PROVIDE PUBLIC COMMENT:

During the Meeting: Typically, you will have 3 minutes to make your public comment, however, the board president may shorten the amount of time for public comment due to a large number of attendees. Furthermore, pursuant to Government Code, section 54954.2 (the Brown Act), the Board may not take action or discuss any item that does not appear on the agenda.

-- **In-Person Attendee:** Fill out a speaker card and provide to the board secretary. List the number/letter (ex: 6a) of the agenda item(s), for which you would like to provide a comment. Once you're called, proceed to the lectern to make your comment.

-- **Remote Attendee:** Use the "raise hand" button on the bottom of the Zoom screen. If you are joining by phone and would like to comment, press *9. The board secretary will use the last four digits of your phone number to call on you (dial *6 to mute/unmute).

In Advance of the Meeting: Submit your comments by email in advance of the meeting to boardcomment@marinwater.org. To ensure that your comment is provided to the Board of Directors prior to the meeting, please email your comment 24 hours in advance of the meeting start time.

Comments received after this cut off time will be sent to the Board after the meeting. Please do not include personal information in your comment such as phone numbers and home addresses.

AGENDA ITEMS:

1. **Call to Order and Roll Call**
2. **Adoption of Agenda**
3. **Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s)**

Following announcement of Closed Session items and prior to recess into Closed Session, the public may speak up to three minutes on items to be addressed in Closed Session. The Board will convene to Closed Session in the Mt. Tam Conference Room after public comment.

- a. **Conference with Legal Counsel - Anticipated Litigation**
(Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9.)

Number of Potential Cases: 3

- b. **Conference with Real Property Negotiators**
(Govt. Code §54956.8)

Property: 100 Larkspur Landing, Larkspur, CA

Agency Negotiator: Ben Horenstein

Negotiating Parties: Ken Wu, Rob Perkins, TDA Investment Group

Under Negotiation: Price and Terms

Adjourn closed session and reconvene to open session in the Board Room and via Zoom.

4. **Reconvene to Open Session; Closed Session Report Out**
5. **Public Comment on Non-Agenda Matters**

This is the time when any person may address the Board of Directors on matters not listed on this agenda, but which are within the subject matter jurisdiction of the Board.

6. **Directors' and General Manager's Announcements (6:40 p.m. – Time Approximate)**
7. **Consent Items (6:50 p.m. – Time Approximate)**

All Consent Items will be enacted by a single action of the Board, unless specific items are pulled from Consent by the Board during adoption of the agenda for separate discussion and action.

- a. Minutes of the Board Directors' Regular Bi-Monthly Meeting on January 9, 2024

RECOMMENDATION: Approve the January 9, 2024 meeting minutes

- b. General Manager's Report December 2023

RECOMMENDATION: Approve Report

- c. Grant Funding Agreements for Integrated Regional Water Management Program and Wildlife Conservation Board Grant Awards

RECOMMENDATION: Review receipt of grant awards for the Integrated Regional Water Management (IRWM) grant and Wildlife Conservation Board (WCB) grant and consider approving grant awards and authorizing the General Manager to sign grant agreements and other documents necessary for acceptance

- d. Water Efficiency Incentives - Flume Program Changes

RECOMMENDATION: Authorize the General Manager to execute the Participation Agreement for Direct Distribution of Whole-Home Flow Monitoring Device with the California Water Efficiency Partnership

- [e.](#) 2nd Amendment to District Lease No. 67, Marin Emergency Radio Authority (MERA) at Forbes Reservoir Site, San Rafael (APN 010-261-02)

RECOMMENDATION: Approve 2nd Amendment to District Lease No. 67 with Marin Radio Emergency Authority (MERA) at Forbes Reservoir Site, San Rafael

- [f.](#) Request Approval to Reclassify the Watershed Resources Manager Position to Director of Watershed Resources

RECOMMENDATION: Authorize the General Manager to reclassify the Watershed Resource Manager position to Director of Watershed Resources

8. Regular Items (6:55 p.m. – Time Approximate)

- [a.](#) 2024 Board of Directors Committee Assignments

RECOMMENDATION: Approve the appointment of the Marin Municipal Water District Directors to internal standing committees and to external regional committees as representatives of the District

- [b.](#) Water Supply Update

RECOMMENDATION: Receive staff update on water supply conditions

- [c.](#) Strategic Plan Development

RECOMMENDATION: Adopt the District’s next five-year strategic plan

9. Future Board and Committee Meetings and Upcoming Agenda Items

This schedule lists upcoming board and committee meetings as well as upcoming agenda items for the next month. The schedule is tentative and subject to change pending final publication and posting of the meeting agendas.

- [a.](#) Upcoming Meetings

10. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s) - None.

11. Reconvene to Open Session; Closed Session Report Out - Not applicable.

12. Adjournment (8:40 p.m. – Time Approximate)

ADA NOTICE AND HEARING-IMPAIRED PROVISIONS

In accordance with the Americans with Disabilities Act (ADA) and California Law, it is Marin Water’s policy to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are an individual with a disability and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodations, please contact the Board Secretary/ADA Coordinator at 415.945.1448, at least

two business days in advance of the meeting. Advance notification will enable 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 Administration Building, and marinwater.org.

Posted: 01-19-2024



STAFF REPORT

Meeting Type: Board of Directors
Title: Minutes of the Board Directors’ Regular Bi-Monthly Meeting on January 9, 2024
From: Terrie Gillen, Board Secretary
Through: Ben Horenstein, General Manager
Meeting Date: January 23, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve the January 9, 2024 meeting minutes

SUMMARY: The Board of Directors held their regular meeting on January 9, 2024. The minutes of that meeting are attached.

DISCUSSION: None.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

- 1. Draft Minutes of the Regular Meeting of the Board of Directors on January 9, 2024

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



NOTICE OF THE BOARD OF DIRECTORS' REGULAR BI-MONTHLY MEETING AND MARIN MUNICIPAL WATER DISTRICT FINANCING AUTHORITY BOARD MEETING

Tuesday, January 09, 2024 at 6:30 PM

MINUTES

LOCATIONS:

Open Session to start at or after 6:30 p.m.

Marin Water Board Room – 220 Nellen Avenue, Corte Madera, CA 94925

Public Participation:

The public may attend this meeting in-person or remotely using one of the following methods:

On a computer or smart device, go to: <https://us06web.zoom.us/j/88134852296>

By phone, dial: **1-669-444-9171** and use Webinar ID: **881 3485 2296**

AGENDA ITEMS:

1. Call to Order and Roll Call

President Schmitt called the meeting to order at 6:30 p.m.

DIRECTORS PRESENT

Ranjiv Khush

Matt Samson

Jed Smith

Monty Schmitt

DIRECTOR ABSENT

Larry Russell

2. Adoption of Agenda

A motion was made by Director Smith and seconded by Vice President Khush.

There were no public comments for this agenda item.

Voting Yea: Directors Samson, Smith, Khush, and Schmitt

Absent: Director Russell

- 3. **Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s) - None.**
- 4. **Reconvene to Open Session; Closed Session Report Out - Not applicable.**
- 5. **Public Comment on Non-Agenda Matters**

There were two (2) public comments on items not on the agenda.

6. **Directors’ and General Manager’s Announcements**

- Director Smith followed up with staff on the board policies he proposed last month.
- Vice President Khush thanked staff for the tour of the water treatment plants.
- Director Samson reported that he attended a Tomales Bay Foundation meeting last Friday and asked that staff attend next month's Tomales Bay Foundation meeting regarding water quality.

7. **Consent Items**

- a. Minutes of the Board Directors’ Regular Bi-Monthly Meeting on December 19, 2023

RECOMMENDATION: Approve the December 19, 2023 meeting minutes

- b. Pipeline Extension Agreement – 187 Sacramento Avenue, San Anselmo

RECOMMENDATION: Staff recommends the Board:

- 1. Approve Pipeline Extension Agreement and authorize the President of the Board to execute same;
- 2. Approve Resolution (Resolution No. 8765) for Fees Contained in Pipeline Extension Agreement;
- 3. Approve Resolution (Resolution No. 8766) for Impending Peril;
- 4. Approve Resolution (Resolution No. 8767) for Limited Purpose Line; and
- 5. Authorize the General Manager to accept and execute all suitable real property, easements and rights-of-way required by the Pipeline Extension Agreement

- c. Updated 2020 Urban Water Management Plan and Water Shortage Contingency Plan

RECOMMENDATION: Approve a resolution to adopt the Updated 2020 Urban Water Management Plan and Water Shortage Contingency Plan (Resolution No. 8768)

A motion was made by Vice President Khush and seconded by Director Smith to adopt the Consent Calendar.

There were no public comments on the consent items.

Voting Yea: Directors Samson, Smith, Khush, and Schmitt

Absent: Director Russell

8. Regular Items

a. Reorganization of the Board of Directors for 2024

RECOMMENDATION: 1. Elect a President and Vice President to the Marin Municipal Water District Board of Directors for 2024, and 2. Recognize Outgoing Board President

A motion was made by Director Smith and seconded by Director Samson to nominate Director Khush as 2024 Board President.

Voting Yea: Directors Samson, Smith, Khush and Schmitt

Absent: Director Russell

A motion was made by Director Smith, Seconded by Director Schmitt to nominate Director Samson as 2024 Board Vice President.

Voting Yea: Directors Samson, Schmitt, Smith, and Khush

Absent: Director Russell

President Khush presented Director Schmitt with a gavel plaque for his service as the 2023 Board President. Director Schmitt reflected on his past role and thanked the board, staff, and the public.

There were no public comments for this agenda item.

b. Strategic Plan Development

RECOMMENDATION: Receive an update on the development of objectives for the Organizational Excellence goal that is part of the District's five-year strategic plan under development

Communications & Public Affairs Manager Adriane Mertens introduced this item, and Consultant Charles Gardiner, with Catalyst, provided an overview of the prior goals of the Strategic Plan presented to the Board. Ms. Mertens proceeded with reviewing the objectives for Goal 5 Organizational Excellence, and the Board provided feedback.

There were no public comments.

Also, the Board did not take any formal actions.

9. Future Board and Committee Meetings and Upcoming Agenda Items

a. Upcoming Meetings

10. **Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s)** - None.

11. **Reconvene to Open Session; Closed Session Report Out** - Not applicable.

12. **Adjournment of Regular Board Meeting and Convene Marin Municipal Water District Financing Authority Board Meeting**

There being no further business, President Khush adjourned the regular Board meeting and convened the Marin Municipal Water District Financing Authority Meeting.

13. **Roll Call of the Marin Municipal Water District Financing Authority Board**

At 7:33 p.m., President Khush asked for roll call.

DIRECTORS PRESENT

- Monty Schmitt
- Jed Smith
- Matt Samson
- Ranjiv Khush

DIRECTOR ABSENT

- Larry Russell

14. **Financing Authority Board Regular Items**

- a. Minutes of the Marin Municipal Water District Financing Authority Meeting of January 3, 2023, Confirmation of Officers, and 2023 Financial Report

RECOMMENDATION: Confirm officers for the Marin Municipal Water District Authority Board of Directors, approve the minutes of the Marin Municipal Water District Financing Authority Meeting of January 3, 2023, and receive the 2023 financial report for the Authority

Finance Director Bret Uppendahl presented this item. There was no discussion from the Financing Authority Board.

There were no public comments.

A motion was made by Vice Chair Samson and seconded by Director Schmitt to confirm the officers, approve the minutes of January 3, 2023, and receive the financial report.

Voting Yea: Directors Schmitt, Smith, Samson, and Khush

Absent: Director Russell

15. **Adjournment of the Marin Municipal Water District Financing Authority Board Meeting**

There bein no further business, President Khush adjourned the Marin Municipal Water District Financing Authority Board at 7:38 p.m.



STAFF REPORT

Meeting Type: Board of Directors
Title: General Manager's Report December 2023
From: Ben Horenstein
Meeting Date: January 23, 2023

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve Report

SUMMARY:

A. HIGHLIGHTS:

- The daily average net production for the month of December 2023 was 14.5 MGD compared to 14.0 MGD for the month of December 2022. Typical usage for December is 17.7 MGD.
- The daily average flow from Sonoma County Water Agency for the month of December 2023 was 3.0 MGD compared to 7.2 MGD for the month of December 2022.
- Staff submitted a FEMA BRIC (Building Resilient Infrastructure in Communities) grant in support of the San Geronimo Treatment Plant Clarifier replacement project.
- Staff received 60% design plans, specifications and probable cost estimate for Phase II of the Kastania Pump Station Rehabilitation Project. Phase II of the project will upgrade original mechanical and electrical equipment to new modern equipment which will increase both the operational efficiency and reliability at Kastania Pump Station.
- Staff installed a radio and antenna mast at Nicasio Reservoir, as well as solar panels to provide power to the new Remote Telemetry Unit (RTU) at Nicasio Reservoir. The radio communication will replace the obsolete asynchronous networks (ADNs), which are AT&T copper lines. The RTU communicates data, such as lake level, to the District’s SCADA (Supervisory Control And Data Acquisition) system.
- Staff installed four new Hach TU 5300 turbimeters at Bon Tempe Treatment Plant. A turbidimeter measures the turbidity, or cloudiness of the water, and are needed for regulatory compliance.
- Staff installed a 6” welded steel pipe off set and new 6” valve at 141 Birch Avenue in Corte Madera. The City of Corte Madera will be upgrading the sewer main in the area and the proposed location was in conflict with the existing water main.

- With the help of a 40 ton crane staff removed one of the North Marin Line pumps so that a vendor could repair leaking bolts. The North Marin Line Booster pumps newly treated water from the San Geronimo Treatment Plant over White’s hill into the distribution system. One of the primary pumps (pump #2 of 8 pumps within the building) failed. A new pump was purchased and installed in the Spring of 2023 but began to leak shortly after installation. With the help of staff, the vendor repaired the pump and reimbursed the District for the cost of the crane.
- Staff performed load tests of the San Geronimo and Ignacio Treatment Plant’s emergency generators. When events occur which cause a disruption in the PG&E power supply, the District has generators available to keep water moving. These generator tests were completed “under load” while pumping water. These types of tests are necessary to be sure that the generator works during an emergency. The transfer from PG&E to generator and back performed as expected and without issues
- The District working in collaboration with One Tam submitted a grant application to the Wildlife Conservation Board to support forest resiliency work. The total grant amount is \$4,260,000 of which the District would receive \$2.8 million to support BFFIP implementation.
- District staff secured the 2023/2024 burn permit from Bay Area Air Quality Management District and began pile burning operations on the watershed.
- The District continued implementation of Year 5 of the Biodiversity Fire, & Fuels Integrated Plan with continued Forest Fuel Reduction and Doug Fir Thinning work in South and East Potrero Meadow Project Areas. Continued work on the 92 acre Upper Cataract Doug Fir Thinning project and the last remaining 14 acres of New Fuelbreak Construction in the Taylor Trail area were completed in December. Additional projects included routine Dam Maintenance and broom work across multiple locations.
- The District was awarded \$599,689 through CDFW’s Fisheries Restoration Grant Program to complete final designs and permitting for Phase 2 of the Lagunitas Creek Habitat Enhancement Project.

MARIN WATER GRANT STATUS

PROJECT DETAILS						REQUIREMENTS	BUDGET		
OPPORTUNITY	FUNDER	FUNDER PRIORITIES	APPLICATION DATE	MATCHING PROJECT	DESCRIPTION	STATUS	PREREQUISITE	FUNDS REQUESTED	MATCH REQUIREMENT %
CURRENT APPLICATIONS								\$72,173,326	
Local Water Supply Storage Projects	DWR	Water Supply	1/9/23	Water Supply	Three projects: recycled water, local storage enhancement, and winter water conveyance	Open	UWMP Compliance	\$53,000,000	50
Desal Feasibility Study	USBR	Desalination	2/28/23	Desalination	Exploring new brackish desal in Petaluma	Open	None	\$200,000	50
Prop. 1. Round 2 IRWM Disadvantaged Community	DWR	Water Infrastructure	12/1/22	Marin City/San Rafael	Replacing aging transmission lines and laterals in Marin City and San Rafael's Canal District	Funded	IRWM CC Approval	\$6,500,000	0
Forestry Corps	CCNB	Vegetation Management	Jan 2023	Ongoing Forestry work	Workforce development; state funding directly to CCNB to fund crews working on the watershed	Funded	Corps Partnership	\$500,000	0
Fisheries Restoration Grant Program	CDFW	Fisheries	4/20/23	Lagunitas Creek Restoration	Funding for Phase II site design and CEQA	Funded	30% designs	\$723,000	5
Lagunitas Creek Salmonid Spawning Gravel Improvement Project	DWR Riverine	Fisheries	11/1/22	Lagunitas Creek Restoration	Gravel augmentation for Lagunitas Creek	Funded	None	\$590,000	0
Prop 1. Fisheries Restoration	CDFW	Fisheries	7/1/23	Lagunitas Creek Restoration	Lagunitas Creek Restoration Sites 1-6	Funded	60% designs	\$4,422,898	0
CA Division of Boating & Waterways	NRA	Water Quality	7/1/23	Reservoir Water Quality	Monitor and prevent infestation of quagga and zebra mussels	Funded	NA	\$86,800	0
One Tam Forest Health Strategy	CA WCB	Forestry Restoration	11/21/23	BFFIP Implementation	BFFIP Implementation for 2-3 years	Open	CEQA	\$6,000,000	0
WaterSMART Applied Science	USBR	Fisheries	10/15/2023	Advanced Weather Modeling	Funding for weather modeling to inform water resources management	Open	TBD	\$150,628.00	50%
UPCOMING OPPORTUNITIES								\$0	
Hazard Mitigation Program	FEMA	Natural Hazards	Summer 2023	Treatment Plant Confluent	Funds to address seismic hazards in water treatment facilities	TBD	NOI APPROVAL	TBD	
Small Storage Program	USBR	Water Supply	Fall 2023	Phoenix Lake	Funding for new water supply projects	TBD	Approved Feasibility Study	TBD	
WaterSMART Planning & Design	USBR	Water Supply	4/2/2024	Water Supply Planning	Funding for advancing implementation of Strategic Water Supply Projects	Open	TBD	TBD	
LONG TERM OPPORTUNITIES (ongoing development)									
2024 Water Bond	State of CA	Water supply projects	Fall 2024	SWSA Water Supply Projects	Currently in Legislature	In legislature	Voter approval; District participation	TBD	
Water Resources Development Act	Army Corps of Engineers	Water supply projects	FY 2024	SWSA Water Supply Projects	Pursuing for No Regrets and regional projects	In appropriations	Authorization (secured 2022)	\$28,000,000.00	

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 2023/24		FY 2022/23	
	(million gallons)	(acre-feet)	(million gallons)	(acre-feet)
Potable				
Total production this FY	3,923	12,039	3,720	11,416
Monthly production, December	401	1,230	435	1,336
Daily average, December	12.93	39.69	14.04	43.08
Recycled				
Total production this FY	151.79	465.82	136.85	419.98
Monthly production, December	9.03	27.72	7.36	22.59
Daily average, December	0.29	0.89	0.24	0.73
Raw Water				
Total production this FY	38.84	119.20	42.81	131.38
Monthly production, December	0.00	0.00	0.00	0.00
Daily average, December	0.00	0.00	0.00	0.00
Imported Water				
Total imported this FY	1,672	5,130	781	2,397
Monthly imported, December	93	284	222	681
Reservoir Storage				
Total storage	22,618	69,413	21,300	65,367
Storage change during December	1,522	4,671	3,785	11,617
Stream Releases				
Total releases this FY	1,829	5,612	1,582	4,856
Monthly releases, December	463	1,421	398	1,220

2. Precipitation:

<u>FY 2023/24 (in.)</u>	<u>FY 2022/23 (in.)</u>	
Alpine	10.27	19.86
Bon Tempe	7.78	16.81
Kent	12.37	16.80
Lagunitas *	12.25	23.02
Nicasio	7.63	14.77
Phoenix	12.63	19.85
Soulajule	6.34	14.70

* Average to date = 19.30 inches

3. Water Quality:

<u>Laboratory:</u>	<u>FY 2023/24</u>	<u>FY 2022/23</u>
Water Quality Complaints:		
Month of Record	3	10
Fiscal Year to Date	44	93
Water Quality Information Phone Calls		
Month of Record	7	13
Fiscal Year to Date	16	52

The WQ lab ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing 1,439 analyses on treatment plants and distribution system samples.

Mild steel corrosion rates averaged 1.68 (0.35 – 2.84) MPY. The AWWA has recommended an operating level of <5 MPY with a goal of <1 MPY.

Complaint Flushing: No flushing events were performed for this month on record.

Tank Survey Program: 1 water storage tank sanitary survey was performed during the month.

Disinfection Program: No new pipelines were disinfected during the month of December. Performed chlorination on 19 water storage tanks to ensure compliance with bacteriological water quality regulations.

Tank Water Quality Monitoring Program: Performed 39 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 1 sanitary tank survey, treated 19 tanks for low chlorine, and checked an additional 39 tanks for low chlorine residual in December 2023.

4. Water Treatment:

<u>Treatment Results</u>	<u>San Geronimo</u>		<u>Bon Tempe</u>		<u>Ignacio</u>	
	Average	Monthly Goal	Average	Monthly Goal	Average	Monthly Goal
Turbidity (NTU)	0.06	≤ 0.10	0.03	≤ 0.10	0.03	≤ 0.10
Chlorine residual (mg/L)	2.74	2.75 *	2.71	2.75 *	2.78	2.75 *
Color (units)	0.5	≤ 15	0.5	≤ 15	0.0	≤ 15
pH (units)	7.8	7.8*	7.8	7.8*	8.0	8.1**

- * Set monthly by Water Quality Lab
- ** pH to Ignacio is controlled by SCWA

5. Capital Improvement:

- a. Pine Mountain Tank Phase 1 – Rough Grading Project (D21043): The Pine Mountain Tunnel Tanks Replacement Project is a multi-year two-phased project that will replace the existing Pine Mountain Tunnel. This project (Phase 1) will excavate approximately 45,000 cubic yards of hillside and will install a soil nail retaining wall in preparation for a future project that will install two 2-million gallon pre-stressed concrete storage tanks (Phase 2). This Phase 1 project will also perform site grading and drainage improvements.
 - Project Budget: \$7,734,575
 - Monthly Activities: The Contractor is currently excavating the fourth and fifth benches from the top of the wall, and has installed approximately 118 soil nails and more than 20% of the concrete wall. The Contractor continues to haul soil stockpiles between the future Pine Mountain Tank site on Concrete Pipe Road and the Bullfrog Quarry soil

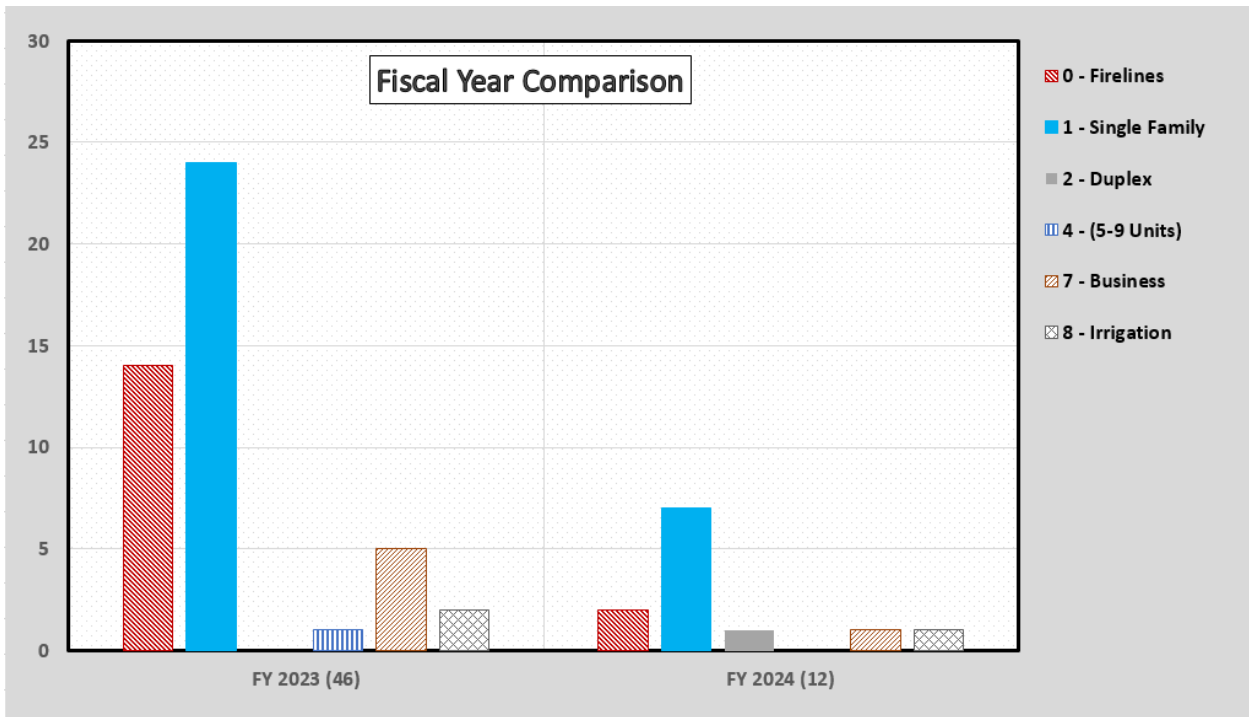
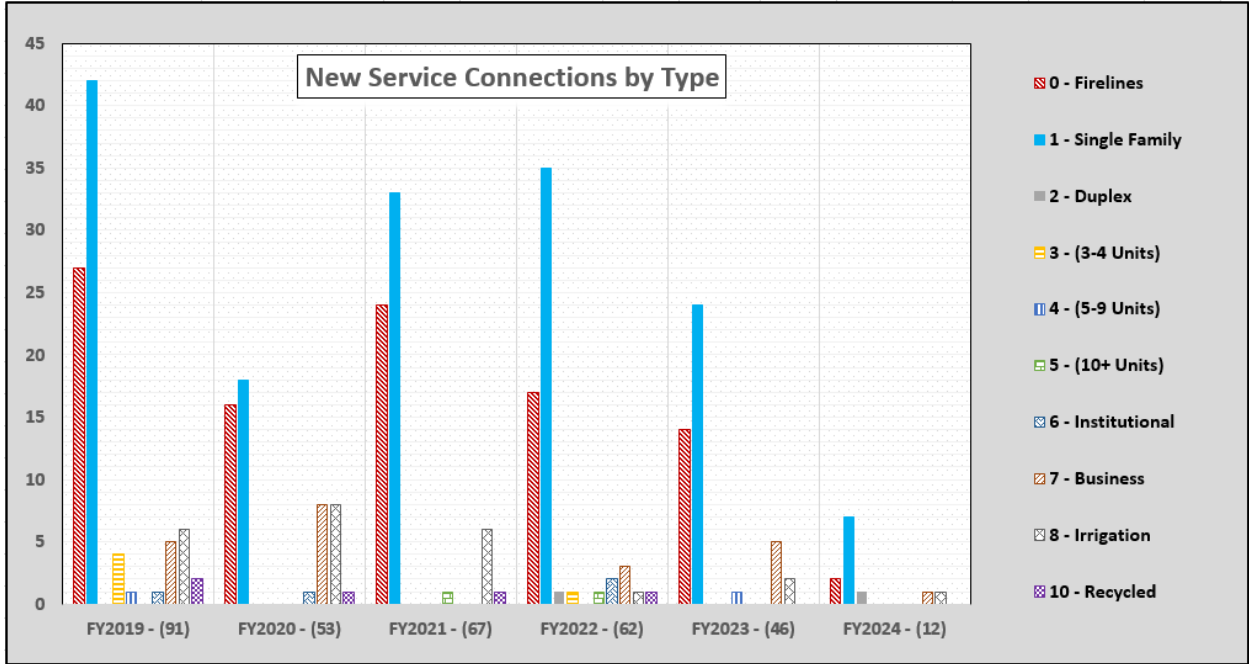
stockpile site. All pedestrian and vehicular access along Sky Oaks and Bon Tempe Roads will be controlled during hauling, with vehicle hold times as long as 5 minutes at a time. Concrete Pipe Road between Taylor Trail and Fairfax-Bolinas Road remains closed Monday through Friday 8:00 AM to 5:00 PM. District staff anticipate that approximately one third of the project will be complete by January 31. The project will be winterized and temporarily suspended by January 31, and will restart August 1, 2024. After the project is winterized and temporarily suspended, full access will be returned to normal on Concrete Pipe Road and Taylor Trail through the duration of the suspension period.

- b. Spillway Condition Assessment Phase II (CN2006): This project is considered Phase II of a multi-phase project that will investigate the concrete spillways at Peters Dam (Kent Lake), Seeger Dam (Nicasio Reservoir), and Soulajule Dam. Assessment work includes concrete coring, ground penetrating radar (GPR), video inspection and cleaning of sub-drains, and visual observation.
 - Project Budget: \$680,106
 - Monthly Activities: The Contractor has completed the cleaning of all of the spillways and all temporary fall protection anchors have been installed. All GPR work has also been completed and the District is preparing recommendations for proposed coring locations for Peters and Seeger spillways, which will be submitted to the California Division of Safety of Dams. CCTV investigation of weep holes and subdrains has been completed at Peters spillway, and continues at Soulajule and Seeger spillways. Work that remains includes concrete coring, some video inspection of subdrains, and miscellaneous repair work.

6. Other:

<u>Pipeline Installation</u>	<u>FY2023/24</u>	<u>FY2022/23</u>
Pipe installed during December (feet)	0	267
Total pipe installed this fiscal year (feet)	1,384	4,983
Total miles of pipeline within the District	908*	908*
<i>* Reflects adjustment for abandoned pipelines</i>		
 <u>Pipe Locates (1,098 Responses)</u>	 <u>FY2023/24</u>	 <u>FY2022/23</u>
Month of December (feet)	25,430	11,698
Total this fiscal year (feet)	182,418	142,901
 <u>Main Line Leaks Repaired:</u>	 <u>FY2023/24</u>	 <u>FY2022/23</u>
Month of December	6	20
Total this fiscal year	69	104
 <u>Services:</u>	 <u>FY2023/24</u>	 <u>FY2022/23</u>
Service upgrades during December	11	14

Total service upgrades this FY	94	89
Service connections installed during December	0	0
Total active services as of January 1, 2024	61,915	61,876



7. Demand Management:

	Dec-23	FY 23/24 TOTAL	FY 22/23 TOTAL	FY 21/22 TOTAL
WATER-EFFICIENCY PROGRAMS				
Water-Use Site Surveys				
Conservation Assistance Program (CAP) Consultations				
Residential properties resi 1-2 (single-family)	31	182	291	731
Residential properties resi 3-5 (multi-family units)	1	4	3	7
Non-residential properties resi 6-7 (commercial)	0	0	3	1
Dedicated irrigation accounts resi 8-10 (large landscape)	0	0	0	3
Marin Master Gardeners' Marin-Friendly Garden Walks				
Residential garden walks	26	110	72	100
Public Outreach and Education, Customer Service				
Public outreach events (number of people attending)	0	1022	17775	1602
Public education events (number of participants)	0	0	328	536
Customer calls/emails admin staff	287	2138	4150	9508
Outreach to new Marin Water customers (letters sent)	213	969	0	0
School Education				
School assemblies				
Number of activities	0	10	0	0
Number of students reached	0	11500	0	0
Field trips				
Number of activities	0	6	15	0
Number of students reached	0	117	307	0
Classroom presentations				
Number of activities	0	4	17	0
Number of students reached	0	151	531	0
Other (e.g. booth events, school gardens)				
Number of activities	0	0	1	0
Number of students reached	0	0	480	0
Incentives				
Number of HECWs approved	9	54	103	190
Number of Rain Barrel/Cisterns approved	1	5	15	76
"Cash for Grass" Turf Replacements approved	8	37	116	402
Number of Laundry-to-Landscape Systems (kits) approved	0	0	7	27
Hot water recirculating system rebates	0	3	30	122
Pool Cover rebates	4	16	27	298
HET rebates	0	6	22	92
Number of Smart Controllers rebates approved	2	24	35	69
Number of Smart Home Water Monitor "Flume Direct Distribution" redeemed	11	223	271	1568
Number of Smart Controllers "Rachio Direct Distribution" approved	0	120	77	178
Advanced Metering Infrastructure (AMI)				
AMI leak letters sent to customers (>200 GPD)	88	770	1168	1050
ORDINANCES				
Water Waste Prevention				
Water Waste Reports Received	0	110	392	4451
Water Waste Notifications Sent	0	21	81	0
Landscape Plan Review				
Plans submitted	5	56	88	77
Plans exempt	0	12	5	1
Plans completed	0	20	20	17
Plans in workflow (pass & fail)	11	97	145	123
Tier 4 Exemption				
Inspections that resulted in a pass	0	2	1	1
Graywater Compliance Form				
Applications Received (as of Dec 2019)	3	69	123	57
Systems installed	1	15	23	13

8. Watershed Protection:

Ranger Personnel Update

In 2024 the District launched a new Ranger Trainee program with the onboarding of two new Ranger Trainees, Salvador Vasquez and Dianne Dollente. In early December our newest Park Ranger, completed his 12 weeks of Field Training Program and is now working as a solo patrol Ranger. In late December Ranger Brett Pedisich left the Ranger unit, but not Marin Water, when he became the new Safety Manager for the District.

Year in Review

During 2023 the Rangers handled 7,350 incidents, events and calls for service, this was an increase of 2,204 over 2022. These numbers include 1,942 warnings, 730 citations and 1,895 visitor assists, all were increases when compared to 2022. Also in 2023 the Rangers completed 916 miles of foot and bike patrols, which was an increase over 2022 as well. These increases reflect the increased staffing levels for the Rangers that has allowed for more Rangers to be available in the field.

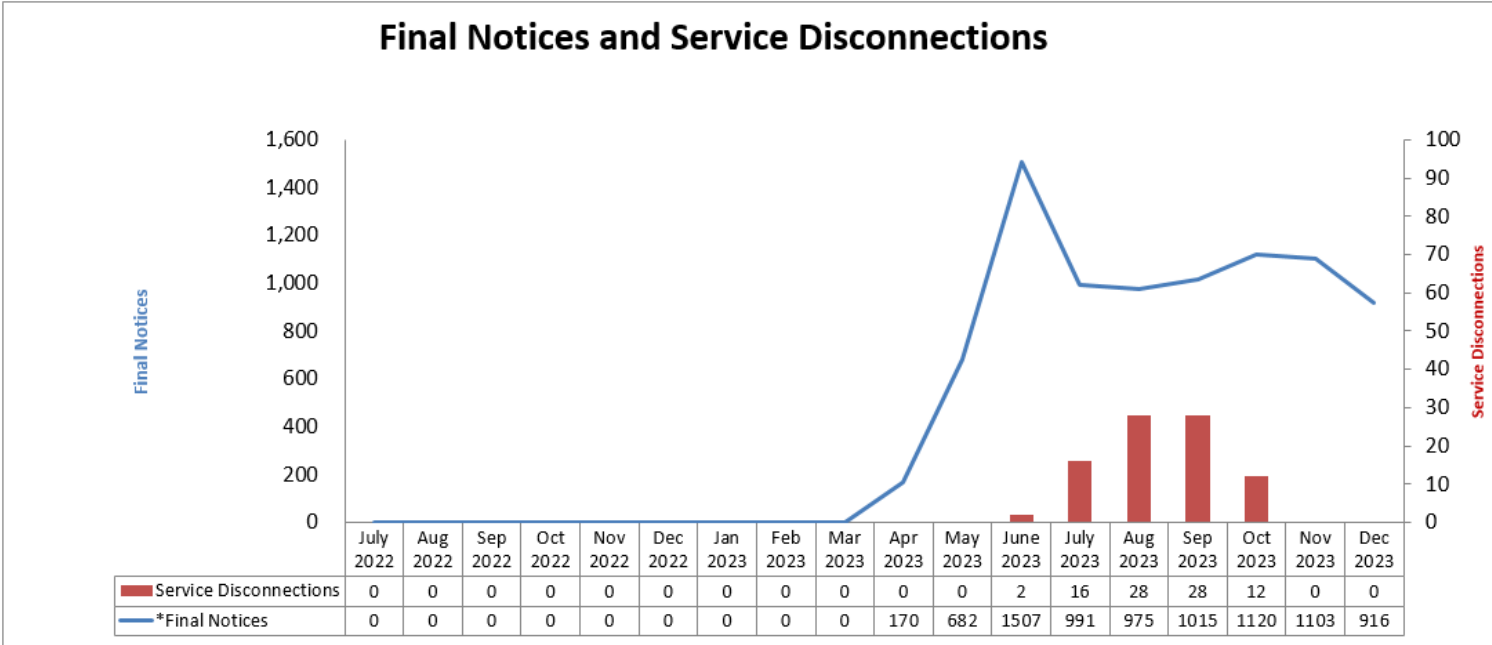
Rangers Request Mobile Crisis Response Team

During December the Rangers responded numerous times to reports of a subject acting strangely. The subject is known to the Rangers, and known to be unhoused. He suffers from mental health and substance abuse issues. Rangers called for assistance from the Marin County Mobile Crisis Response Team. Mobile Crisis is county-wide resource with licensed behavioral health clinicians that assist law enforcement with subjects who are in crisis. Mobile Crisis evaluated and then transported the individual off the watershed for additional support. They also assigned a case worker to him.

Incidents and Events	609
Fish and Game Checks	130
Warnings	130
Visitor Assists	123
Dam Check	101
Assist Watershed Maintenance	40
Citations	37
Misc Law Enforcement Calls	9
Suspicious Circumstance	9
Vandalism	7
Preventive Search and Rescue	4
Citizen Complaint: illegal Bike Use	3
Assist Outside Agency	3
Assist outside Law Enforcement Agency	3
Search and Rescue	3
Ranger Callout	2
Humane/Animal Related	2
Medical Aid	1
Citizen Complaint: Off Leash Dogs	1
Assist Fire/EMS	1
Traffic Court	1
Hit and Run	1
Citizen Complaint: Bike Speed	1
Citizen Complaint: Illegal Camping	1


Citations	37
Non-Payment of Parking Fees	23
Parking After Sunset	5
Bike on Trail	3
Dog off Leash	2
Obstruct Traffic/Parking within 6' of Center	1
No Parking	1
Fishing without a License	1
Over limit fishing	1

9. Shutoff Notices and Disconnections:



FISCAL IMPACT: None.

ATTACHMENT(S): None.

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Office of the General Manager	_____ Ben Horenstein General Manager	 Ben Horenstein General Manager



STAFF REPORT

Meeting Type: Board of Directors
Title: Grant Funding Agreements for Integrated Regional Water Management Program and Wildlife Conservation Board Grant Awards
From: Shaun Horne, Watershed Resources Manager
Through: Ben Horenstein, General Manager
Meeting Date: January 23, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Review receipt of grant awards for the Integrated Regional Water Management (IRWM) grant and Wildlife Conservation Board (WCB) grant and consider approving grant awards and authorizing the General Manager to sign grant agreements and other documents necessary for acceptance

SUMMARY: The District continues to track and apply for state and federal grant funding opportunities that align with District programs and projects. As part of this effort the District submitted and is being awarded the following grants.

- 1) Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) for Marin City/San Rafael Water Supply Resilience Project in the amount of \$6,408,000
- 2) State of California's, Wildlife Conservation Board (WCB) for One Tam Regional Forest Conservation Project-Phase I in the amount of \$4,260,000 of which \$2,800,000 supports Marin Water's Biodiversity Fire and Fuels Integrated Plan work

This item was reviewed and referred by the Operation Committee on January 12, 20204. Staff is requesting that the Board of Directors consider approving both grant awards and authorize the General Manager to sign grant agreements and other documents necessary for acceptance of the grant awards on behalf of the District.

DISCUSSION: The District is actively monitoring and tracking state and federal funding grant programs in an effort to pair grant opportunities with District projects and programs. Recent grant applications have resulted in two grant awards that now require the District to enter into funding agreements.

Bay Area IRWMP Grant

Association for Bay Area Governments (ABAG) received a 2014 Proposition 1 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund local projects located within the San Francisco Bay Area IRWM region (Work Plan). The District has actively participated in the Bay Area IRWMP planning process and responded to grant solicitations with project proposals since the program’s inception. The District responded to the most recent grant solicitation with a grant funding proposal in the amount of \$6,408,000 with a District match in the amount of \$1,300,000 for implementation of the Marin City/San Rafael Water Supply Resilience Project (Project). The Project will replace water main infrastructure in Marin City and the San Rafael Canal District. The grant also includes funding for community partners to conduct project related outreach to support implementation and community based water education activities.

The Department of Water Resources (DWR) is awarding the Bay Area IRWMP through ABAG \$32,214,479 in State funding (State Grant) to advance projects in the Bay Area Work Plan. In order for the District to accept the grant funds for implementation of the Project the District is required to enter into a Local Project Sponsor Agreement (LPSA). The LPSA need to be signed and fully executed in order to support funding reimbursements for implementation of the Project.

Wildlife Conservation Board Grant

The One Tam Forest Conservation project is being funded by the State of California’s Wildlife Conservation Board’s (WCB) Forest Conservation Program. The funding source originates from the General Fund, Budget Act of 2023, Nature Based Solutions (AB102, Sec. 85(3a)). The Forest Conservation Program (Program) was created on November 7, 2006 with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). That Act charged the Board to develop a grant program and “...promote the ecological integrity and economic stability of California’s diverse native forests for all their public benefits through forest conservation, preservation, and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitat for native fish and wildlife and plants found on these lands” (PRC section 75055a).

The WCB will be reviewing the One Tam Forest Conservation Project Phase I grant agreement for award at its upcoming Board meeting on February 15th. Prior to the WCB approval of the grant agreement, the project applicants are required to sign a funding agreement. The One Tam Forest Conservation Project will support implementation of 1,100 acres of forest health treatments across U.S. National Parks Service, California Department of Parks and Recreation, and Marin Municipal Water District lands. Project activities are being informed by the recently completed One Tam Forest Health Strategy and align with the Districts Biodiversity, Fire, and Fuels Integrated Plan (BFFIP). The District will be awarded \$2,800,000 of the \$4,260,000 grant award and will match the grant with \$1,112,687 of Capital BFFIP funding or other eligible grant funding. This grant is one in a series of grants that the District and One Tam is currently pursuing to support the advancement of the One Tam Forest Health Strategy in an effort to restore forest resiliency and mitigate wildfire hazards in Marin County.



Staff is requesting with the Operations Committee review and referral that the Board of Directors consider approving both grant awards and authorize the General Manager to sign grant agreements and other documents necessary for acceptance of the grant awards on behalf of the District.

ENVIRONMENTAL REVIEW: The District as the Lead Agency, has prepared a Programmatic Environmental Impact Report (PEIR) pursuant to the provisions of CEQA for the BFFIP, which was adopted in 2019, which covers all work being funded by the WCB Grant. The District will file a CEQA Categorical Exemption section 15302 or replacement and maintenance of existing infrastructure for the Marin City/San Rafael Water Supply Resilience Project prior to implementation of the IRWMP Grant funded work.

FISCAL IMPACT: For the Bay Area IRWMP grant, the District will match \$1,300,000, which is currently funded in the Capital Program for this project. For the WCB grant the District will match \$1,112,687 of Capital BFFIP funding or with funding from other grants.

ATTACHMENT(S):

- 1. Sample WCB Agreement
- 2. Draft IRWMP Local Sponsor Agreement

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

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

GRANTEE

and

LANDOWNER

for

PROJECT NAME

_____ **COUNTY, CALIFORNIA**

WC-XXXXXX

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

Project Name
Grant Agreement Number WC-
Project ID

GRANTEE: Name:
Address:
Attn.:
Phone:
E-mail:

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: _____, State Representative
Phone: (916) 323-XXXX
E-mail: _____@wildlife.ca.gov

LANDOWNER: Name: [Use "Same as Grantee" if appropriate]
Address:
Attn.:
Phone:
E-mail:

Grant Agreement No.: WC-_____

Board Approval Date:

Projected Completion Date: _[END DATE FOR CAPITAL IMPROVEMENTS], 20 ____

Terms of Agreement:
Capital Improvements: Notice to Proceed Date (_____) through DATE
Management: Completion of Capital Improvements to DATE
Project Life: Twenty-five years or Terms of Agreement (Planning or TA projects)

Project ID: _____

Grant Amount: \$_____

Fund Source: Proposition _____ or General Fund _____

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, [**CHOOSE ONE: Chapter 4.0 {for Habitat Enhancement and Restoration, UC Reserve, public access or ERAL}, Chapter 4.1 (California Riparian Habitat Conservation Program), OR Chapter 4.3 (Inland Wetlands Conservation Program)**] of Division 2, (commencing with Section **CHOOSE ONE: 1300 [General], 1385 [Riparian] or 1400 [Inland Wetlands]**) of the California Fish and Game Code; the [*insert citation from Funding Certification or Line Item for applicable Fund Source, e.g., Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)*]; and the approval granted by the Wildlife Conservation Board on **DATE**, the Wildlife Conservation Board (Grantor) hereby grants to [**Eligible Public or Non-profit Entity**], [**OPTIONAL, if you know it, the form of nonprofit entity, e.g., “a California nonprofit public benefit corporation”**] (Grantee), a sum not to exceed _____ dollars (\$_____) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: [briefly describe project; must be consistent with purposes of program and allowed uses of fund source identified in Paragraph 1] (Project) on approximately _____ acres of [privately-owned] land commonly known as _____, located in _____ County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP. [**CHOOSE ONE: Grantee OR the Name of the Landowner**] is the fee owner of the Property.

3. CONDITIONS OF GRANT

Grantor’s obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.

3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5,000 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A [Disbursement Request Template](#) provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB at WCB Clerical@wildlife.ca.gov and WCB Project Manager [Name here \(your.name@wildlife.ca.gov\)](#) with "Project ID Invoice No. ____" in the subject line.
- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by

Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.

- 4.8 Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective. Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds if funds identified for allocation to the Project are recalled by the State Treasurer's Office.
- 4.9 With the final invoice, Grantee shall provide a completed [Final Cost Share Accounting Form](#) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to 15 percent of the total direct WCB Grant Funds . Any amount over 15 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone service, and copying which is directly related to completion of the Project.

It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit C - WORK PLAN and incorporated herein by this reference, on or before _____, 20__ (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 6.2. Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3. Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor [*add if applicable: and the California Department of Fish and Wildlife*] on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor. **[FOR P68, or P- 84 FUNDED PROJECTS INSERT INTO THE LAST SENTENCE OF THIS PARAGRAPH]** Grantee shall post one or more signs on the Property to indicate the participation of Grantor in providing Grant Funds for the Project and a logo referencing the fund source (Proposition 12, Proposition 68, or Proposition 84); which logo(s) is/are available on Grantor's website: www.wcb.ca.gov.
- 6.4. Not later than 30 days following the completion of all Project activities Grantee will submit one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.
- 6.5. Grantee shall ensure that the Property [*restored/enhanced*] with funds provided by Grantor is operated, used and maintained throughout the Project Life consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit D – MANAGEMENT PLAN. [*If Project is on private land, then add:*] Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.
- 6.6. The Grantee shall [*OR, if Grantee is not the Landowner: The Grantee shall cause the Landowner to*] permit Grantor, [*the California Department of Fish and Wildlife,*] and

_____, and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the Project Life for purposes of inspections, monitoring [and _____]. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

7. BREACH AND REMEDIES

- 7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.
- 7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.
- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000 to Grantor prior to commencing work.

[If Grantee is a nonprofit organization and the State owned public land, add: Grantee shall obtain at least three (3) competitive bids or proposals for any portion of the Project for which Grantee intends to contract with a third party, and shall award the contract to the lowest cost responsible and qualified bidder.]

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor, Grantee and Landowner. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice

to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page 1 of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation, and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
- 8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- 8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements: Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<https://gis.data.ca.gov>), maintained by the California Department of Technology.

8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability

(including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

8.17 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should Grantor determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. Grantor shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Grantor.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

Grantee and [Landowner](#) each agrees to sign, have acknowledged by a Notary Public, and deliver to Grantor for recording a separate document, in a form substantially as shown in Exhibit E - NOTICE OF UNRECORDED GRANT AGREEMENT, to provide constructive notice of this Agreement.

10. AUTHORIZATION

Project Name
Grant Agreement Number WC-
Project ID

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on _____, 20____, the Board authorized the award of a grant of up to \$_____ to Grantee for the Project.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor, **Grantee and Landowner**. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee and **Landowner(s)** shall each receive a fully executed original and Grantor shall receive one fully executed original.

14. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

- Exhibit A** – Location Map
- Exhibit B** – Budget
- Exhibit C** – Work Plan
- Exhibit D** – Management Plan
- Exhibit E** – Form of Notice of Unrecorded Grant Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR
STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____ Date: _____
Rebecca Fris
Acting Executive Director

GRANTEE
NAME OF ORGANIZATION

Project Name
Grant Agreement Number WC-
Project ID

By: _____ Date: _____
Print Name: _____
Title: _____

By signing below, Landowner approves the Project and authorizes Grantee, its agents, employees, representatives, invitees, contractors, and subcontractors to enter on and use the Property for all purposes necessary or appropriate to carry out the Project and the obligations of Grantee under this Agreement. Landowner agrees to ensure that any activity on or use of the Property is consistent with the Purposes of Grant and the long-term management plan for the Project attached as Exhibit D - MANAGEMENT PLAN.

LANDOWNER

NAME and NAME OF ORGANIZATION if applicable (for example, John Smith, Smith Farms)

By: _____ Date: _____
Print Name: _____
Title: _____

Project Name
Grant Agreement Number WC-
Project ID

Section 7. Item #c.

EXHIBIT A – Location Map

Project Name
Grant Agreement Number WC-
Project ID

Section 7. Item #c.

EXHIBIT B - Budget

Project Task	WCB	Grantee	State Sources	Federal Sources	Local Sources	Total
Project Management						
Permitting						
Monitoring						
Construction						
Restoration						
Indirect Costs						
TOTAL						

Project Name
Grant Agreement Number WC-
Project ID

Section 7. Item #c.

EXHIBIT C – Work Plan

Project Name
Grant Agreement Number WC-
Project ID

Section 7. Item #c.

EXHIBIT D - Management Plan

EXHIBIT E -
Notice of Unrecorded Grant Agreement

Recording requested by,
and when recorded mail to:

STATE OF CALIFORNIA
Department of Fish and Wildlife
Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090

_____Space above this line for Recorder's Use_____

Project: **NAME**
County: Project ID:

NOTICE OF UNRECORDED GRANT AGREEMENT

A Grant Agreement titled for reference purposes as **NAME** (Agreement No. **XXXX**), was entered into by and between the State of California, by and through the Wildlife Conservation Board (Board), **NAME** (Grantee) and **NAME** (Landowner). As this recording is on the behalf of the State, please note the recording of these documents is not subject to payment of fees pursuant to Section 27383 of the Government Code.

The Board, Grantee and Landowner entered into said Grant Agreement (No. WC-XXXX), pursuant to which the Board granted funds to Grantee to perform certain activities on the certain real property in XXXX County owned by the Landowner, to **BRIEF PROJECT DESCRIPTION, E.G., RESTORE WETLAND HABITAT**. The Grant Agreement term runs from **DATE**, through **DATE**, for capital improvements and restoration activities and from **DATE**, through **DATE (typically 25 years)**, for management and monitoring practices. The terms, conditions and restrictions of the Grant Agreement are binding upon and inure to the benefit of the Landowner, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running for the project life span of the project on the subject lands as described in Exhibit "A" attached hereto and incorporated herein by this reference. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the Wildlife Conservation Board, 715 P Street, 17th Floor, Sacramento, California 95814.

SIGNATURE OF STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

Project Name
Grant Agreement Number WC-
Project ID

Section 7. Item #c.

Rebecca J. Fris, Acting Executive Director

DATE _____

SIGNATURE OF GRANTEE (**NAME**)

NAME, TITLE

DATE _____

SIGNATURE OF LANDOWNER (**NAME**)

(This is an EXAMPLE NOUGA – Do Not sign this copy)

NAME, TITLE

DATE _____

LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and MARIN MUNICIPAL WATER DISTRICT

2014 Proposition 1 Integrated Regional Water Management Round 2 Implementation Grant
- Department of Water Resources -
- Agreement Number 4600015417-

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

RECITALS

- A. Whereas, ABAG received a 2014 Proposition 1 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund twelve (12) local projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on DATE, 2023, DWR and ABAG entered into Agreement No. 4600015417 (Grant Agreement) awarding to ABAG a grant for Thirty-Two Million, Two Hundred Fourteen Thousand and Four Hundred and Nine Dollars (\$32,214,479) in State funding (State Grant) to be expended over the allowable period which extends from May 6, 2023 through the completion of the DWR Work Plan, requiring Thirty One Million, Four Hundred Sixteen Thousand and Three Hundred Thirty Five Dollars (\$31,416,335) in matching funds that can include eligible expenses beginning in January 01, 2015;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as ‘Local Projects’);
- D. Whereas, LPS is a subrecipient of the State Grant in the amount of Six Million Four Hundred Eight Thousand Dollars (\$6,408,000) and is responsible for ensuring completion of the Marin City/San Rafael Water Supply Resilience Project (Project) as part of the Work Plan and for matching funds in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000) required under the Grant Agreement;
- E. WHEREAS, ABAG and the Metropolitan Transportation Commission (MTC) entered into a Contract for Services under which MTC provides administrative and program services to ABAG. Effective July 1, 2017, the staffs of ABAG and MTC were consolidated. MTC staff now serve both the Association of Bay Area Governments and the Metropolitan Transportation Commission. As such, all interactions between ABAG and The LPS contained within this Agreement, shall be conducted by MTC staff on behalf of ABAG.

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

1.0 Applicable Documents. The following are attached:

- 1.1 **Attachment 1** - Project Description
- 1.2 **Attachment 2** - Insurance Requirements
- 1.3 **Attachment 3** - Grant Agreement including the following exhibits that were attached:
 - 1.4 Exhibit A – Work Plan
 - 1.5 Exhibit B – Budget
 - 1.6 Exhibit C – Schedule
 - 1.7 Exhibit D – Standard Conditions
 - 1.8 Exhibit E – Authorizing Resolution
 - 1.9 Exhibit F – Report Formats and Requirements
 - 1.10 Exhibit G – Requirements for Data Submittal
 - 1.11 Exhibit H – State Audit Document Requirements for the Grantee
 - 1.12 Exhibit I – Local Project Sponsors and Project Location
 - 1.13 Exhibit J – Appraisal Specification (Not Applicable)
 - 1.14 Exhibit K – Information Needed for Escrow Processing and Closure (Not Applicable)
 - 1.15 Exhibit L – Project Monitoring Plan Guidance

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

- 2.0 **Term of Agreement.** This Local Project Sponsor Agreement shall be effective as of SIGNED DATE (Effective Date) and continue until December 31, 2026 or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 **Project, Subaward and Matching Funds.** Under the terms of the Grant Agreement, LPS will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Six Million Four Hundred Eight Thousand Dollars (\$6,408,000) of the State Grant to LPS in accordance with the Grant Agreement. LPS will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.

- 4.0 ABAG Obligations
- 4.1 ABAG will undertake and complete all administrative and grant management responsibilities relating solely to Grant Administration, in accordance with the Grant Agreement: Exhibit A Work Plan for ABAG.
- 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to LPS and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.
- 4.3 ABAG will promptly notify LPS of any notices given or actions taken by DWR if such notices or actions are likely to affect LPS's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding LPS's invoices under section 12 of the Grant Agreement or alleged default by LPS under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on DATE and continuing until December 31, 2027 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates Eight Hundred Ninety Thousand Dollars (\$890,000) for Grant Administrative Costs.
- 4.5 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 LPS Obligations
- 5.1 LPS is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. LPS understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by LPS, as obligations of LPS, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, LPS acknowledges and agrees to comply with any requirements directly imposed on LPS as a Local Project Sponsor under the Grant Agreement.
- 5.2 LPS agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. LPS is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, LPS may invoice ABAG for grant share reimbursement incurred after the grant award date of May 6, 2023. Match costs can include project related costs incurred after January 1, 2015. Required match costs related to a specific task must be documented to the

same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to LPS invoicing the grant for payment for that specific task. Additional cost share will be documented by LPS in the Final Project Report.

- 5.4 LPS hereby assumes responsibility for submitting Post-Performance Reports as required under Section 14.E of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of three (3) years following project completion.
- 5.5 LPS hereby assumes responsibility for the following as required under section 15 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of LPS under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 LPS shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 LPS shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.
- 5.9 LPS shall, at its own expense, obtain and maintain in effect at all times for the duration of this Agreement the types of insurance and financial security listed in Attachment 2, Insurance Requirements, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All policies will be issued by insurers acceptable to ABAG, generally with a Best's Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating service.
- 5.10 LPS further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and LPS is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
- 6.1 LPS shall indemnify, defend, and hold harmless the other Local Project Sponsors, the Metropolitan Transportation Commission (MTC) and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from LPS's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
- 6.2 Without limiting the scope of subsection 6.1, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.

7.0 Termination

- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.
- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under Section 12 of the Grant Agreement caused in whole or in part by LPS that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to LPS, (c) LPS's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 12.H – K of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) LPS shall pay all costs incurred by the State in enforcing section 12 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
- 7.3 LPS may request termination of this Local Project Sponsor Agreement by submitting to ABAG a written notice stating the reasons for termination and all progress reports summarizing accomplishments to the date of the notice. Upon receipt of the notice, ABAG shall promptly transmit the notice to DWR and request amendment of the Grant Agreement pursuant to Section D.3 of Exhibit D to the Grant Agreement to conform the Grant Agreement to LPS's written notice. ABAG shall promptly notify LPS of any communication(s) or response(s) from DWR. LPS and ABAG will coordinate on any additional actions requested by DWR to effect the requested termination of this Local Project Sponsor Agreement.

8.0 Notices and Administrative Contacts

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

Natasha Daniels
San Francisco Estuary Partnership
375 Beale Street, Suite 700
San Francisco, California 94105
(415) 778-6687
Email: natasha.daniels@sfestuary.org

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

Shaun Horne
Marin Municipal Water District
220 Nellen Avenue

Corte Madera, CA 94925
415-945-1190
Email: shorne@marinwater.org

- 9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and LPS.
- 10.0 LPS shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement, provided that the parties recognize that the PROJECT will be completed by the under a grant from the LPS. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.
- 11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. LPS further agrees and consents that the venue of any action brought between LPS and ABAG shall be exclusively in the County of San Francisco.
- 12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- 13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.
- 14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

**2014 Proposition 1 Integrated Regional Water Management Implementation Grant Round 2
- Department of Water Resources -
Local Project Sponsor Agreement**

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, Marin Municipal Water District and ABAG have duly executed this Agreement, or caused it to be duly executed on its behalf.

MARIN MUNICIPAL WATER DISTRICT

Bennett Horenstein
General Manager

Date _____

Secondary Signature if needed
Title

Date _____

Approved as to Form:

ASSOCIATION OF BAY AREA GOVERNMENTS

Andrew B. Fremier
Metropolitan Transportation Commission Executive Director,
Acting pursuant to the Contract for Services dated May 30, 2017.

Date _____

ATTACHMENT 1: PROJECT DESCRIPTION

WORK PLAN

PROJECT 5: Marin City/San Rafael Water Supply Resilience Project

IMPLEMENTING AGENCY: Marin Municipal Water District

PROJECT DESCRIPTION: The project will replace a total of approximately 3.5 miles of water mains and 272 District-owned service laterals within the disadvantaged communities of Marin City and the Canal district of San Rafael. The project will also conduct approximately 320 private lateral investigations in Marin City along the new pipeline to identify systems that are past their useful life or manufactured with materials known to cause health risks for future replacement. These improvements will allow for the reliable delivery of 1,129 acre-feet per year of water supply to the communities and will increase water conservation by decreasing the amount of leaks in the system. The project will also conduct outreach to the affected communities using water ambassadors ahead of and during construction to ensure that the community understands the benefits to the water infrastructure replacement. The community outreach will entail general drinking water education to help build community trust in local water quality to reduce the use of high-priced bottled water.

Budget Category (a): Project Administration

Task 1: Project Management

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

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

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

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

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: encroachment permits from the County of Marin for the Marin City community and the City of San Rafael for the Canal community.

Deliverables:

- Permits as required

Task 7: Design

Complete design of replacement of existing infrastructure, including drafting, potholing, and coordination with local jurisdictions and fire departments.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. Marin Municipal Water District will perform activities necessary to secure a contractor and award the contract in compliance with all laws, regulations, and their respective internal protocols. Activities include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

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

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Site preparation will include potholing, Stormwater Pollution Prevention Plan, and traffic control.

11(b): Construction includes replacement of approximately 2.9 miles of cast iron pipe in Marin City, along with 197 associated laterals, and 0.6 miles of asbestos-concrete pipe in San Rafael, as well as 75 associated laterals.

11(c): Conduct approximately 320 private lateral investigations along the new pipeline in Marin City, which means that the portion of the service lateral pipes from the water meter to the building that is owned by the property owner, will be assessed for material type, condition, and location.

Additionally, community water ambassadors will conduct direct outreach at community events and assist with outreach relating to the private lateral investigations and pipeline replacement projects ahead of and during construction.

Deliverables:

- Photographic Documentation of Progress
- Lateral Assessments Results Data
- Copies of outreach materials

BUDGET

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a)	Project Administration	\$0	\$0	\$0	\$0
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$200,000	\$0	\$0	\$200,000
(d)	Construction / Implementation	\$6,208,000	\$1,300,000	\$0	\$7,508,000
	TOTAL COSTS	\$6,408,000	\$1,300,000	\$0	\$7,708,000

SCHEDULE

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	1/1/2023	12/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	3/1/2023	12/31/2025*
d	Construction / Implementation	5/15/2023	9/30/2026

ATTACHMENT 2: INSURANCE REQUIREMENTS

PART 1

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

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

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

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

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

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of Recipient and Recipient’s officers, and employees and with limits of liability which shall not be less than \$1,000,000 per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed

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

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

ABAG and those entities listed in Part 2 of this Attachment E (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Recipient’s operations.

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

4. Excess or Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1000,000 per claim.

The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.

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

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

D. Deductibles and Retentions. Recipient shall be responsible for payment of any deductible or retention on Recipient’s policies without right of contribution from ABAG. Deductible and retention

provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

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

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

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

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

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

Recipient shall submit certificates of insurance to:

**Association of Bay Area Governments
Insurance Compliance
P.O. Box 100085-M8
Duluth, GA 30096
or**

**Email to MTC@Ebix.com
or
Fax to 1-888-617-2309**

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

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Recipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Recipient pursuant hereto, including, but not limited to, liability assumed pursuant to Section 9 of this Agreement.

PART 2

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

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

ATTACHMENT 3: GRANT DOCUMENT

[insert when executed]



STAFF REPORT

Meeting Type: Board of Directors
Title: Water Efficiency Incentives - Flume Program Changes
From: Paul Sellier, Director of Water Resources *PS*
Through: Ben Horenstein, General Manager *BH*
Meeting Date: January 23, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Authorize the General Manager to execute the Participation Agreement for Direct Distribution of Whole-Home Flow Monitoring Device with the California Water Efficiency Partnership.

SUMMARY: The Operations Committee reviewed this item on January 12, 2024, and referred it to a future Regular Bi-Monthly Meeting of the Board of Directors to consider approval.

The Flume Direct Distribution Program is being revised for 2024 to include the implementation of a new pricing structure and integration with a smart irrigation controller. The new pricing structure will increase the District’s cost by \$20 per unit, 50% of which will be reimbursed by the prop 1 grant funding received by the District.

DISCUSSION: The Flume point-of-purchase program, offered through the California Water Efficiency Partnership (CalWEP), allows single-family residential customers to purchase a Smart Home Water Monitor directly from Flume at a discounted price. Following a third successful year in 2023, CalWEP is launching a revised program for 2024 which includes a new pricing model for the device and the addition of a discount on RainBird RC2 irrigation controllers, designed to integrate with Flume devices.

2024 Program Changes

The retail price of the Flume device will increase from \$199 to \$249 in 2024. Subsequently, the total price for each device purchased through the CalWEP program will increase from \$165 to \$205. The \$40 increase will be shared equally between the District and the customer. The District’s contribution will increase from \$116 to \$136; the customer co-payment will be \$94 at checkout, reduced to \$69 after a \$25 refund following installation. Prop 1 grant funding will offset 50% of the District cost for each device.

	2023 Contract Pricing	2024 Contract Pricing
Retail Price	\$199	\$249
CalWEP Price	\$165	\$205
Customer Pays at Checkout*	\$74 + tax + shipping	\$94 + tax + shipping
Refund after install	\$25	\$25
District Pays	\$116 + tax	\$136 + tax

RainBird’s RC2 Controller

Rainbird’s RC2 8-station irrigation controller is a Wi-Fi-based “smart” irrigation controller that will integrate with Flume devices. Customers with both a Flume device and an RC2 controller will be able to monitor flow rates for each of their individual irrigation zones and receive notifications when flow rates exceed typical gallon per minute rates (indicating potential leaks). These controllers qualify for the District’s Smart Controller Rebate.

The retail price of the Rainbird RC2 controller is \$230. The price of each controller purchased through the CalWEP program is \$150. The Marin Water contribution will be \$100, matching the current rebate offer; the customer co-payment will be \$50 at checkout.

Over 3,000 Flume devices have been purchased through the discount program since its launch in May 2021. As of October 31, 2023, the District’s CalWEP account for funding Flume devices has a remaining balance of \$87,808.84. These funds are drawn down with each customer purchase. No additional funding is requested at this time.

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: None.

ATTACHMENT(S): None.



STAFF REPORT

Meeting Type: Board of Directors

Title: 2nd Amendment to District Lease No. 67, Marin Emergency Radio Authority (MERA) at Forbes Reservoir Site, San Rafael (APN 010-261-02)

From: Alex Anaya, Director of Engineering

Through: Ben Horenstein, General Manager

Meeting Date: January 23, 2023

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve 2nd Amendment to District Lease No. 67 with Marin Radio Emergency Authority (MERA) at Forbes Reservoir Site, San Rafael

SUMMARY: The Marin Emergency Radio Authority (“MERA”) provides crucial communications to twenty-five member agencies, including the District, for both routine and emergency/natural disaster responses. The MERA radio communications system is the backbone of the 911 emergency response system, but it is approaching the end of its useful life. A project to replace the existing communication system with the “NextGen” system was approved by MERA in 2015.

The District currently leases land to MERA at the District’s Forbes Reservoir Site in San Rafael (APN 010-261-02). The lease expired on December 31, 2023 and MERA requested: (1) a lease term extension effective as of January 1, 2024, through at least December 31, 2024, and (2) a waiver of the market rent for the extension period.

MERA requested the extension to provide continuity of its operations during the construction of its new “Next Gen” communication system which is estimated to be completed by late 2024. Once the new system is reliability operating, MERA will no longer need to maintain the facilities at the District’s Forbes Reservoir Site.

BACKGROUND:

Summary of Current Lease Terms

- Current Lease Term – March 13, 2021 through December 31, 2023
- Current Lease Area – 1,430-square-feet

- Initial Contract (Base) Rent – The \$36,000 per year annual rent has been waived by the District since the commencement of the Lease as MERA’s services support the District and the greater community

Summary of Lease Amendment

- Extend the Lease term from January 1, 2024 through at least December 31, 2024
- Waive market rent during the extended lease term


A lease amendment was prepared consistent with these terms and as discussed with the Board in closed session.

ENVIRONMENTAL REVIEW: Staff finds that this proposed 2nd Amendment to the Lease will have no impact on the environment given that the facilities are already existing and in place and therefor the approval is not subject to further review under the California Environmental Quality Act.

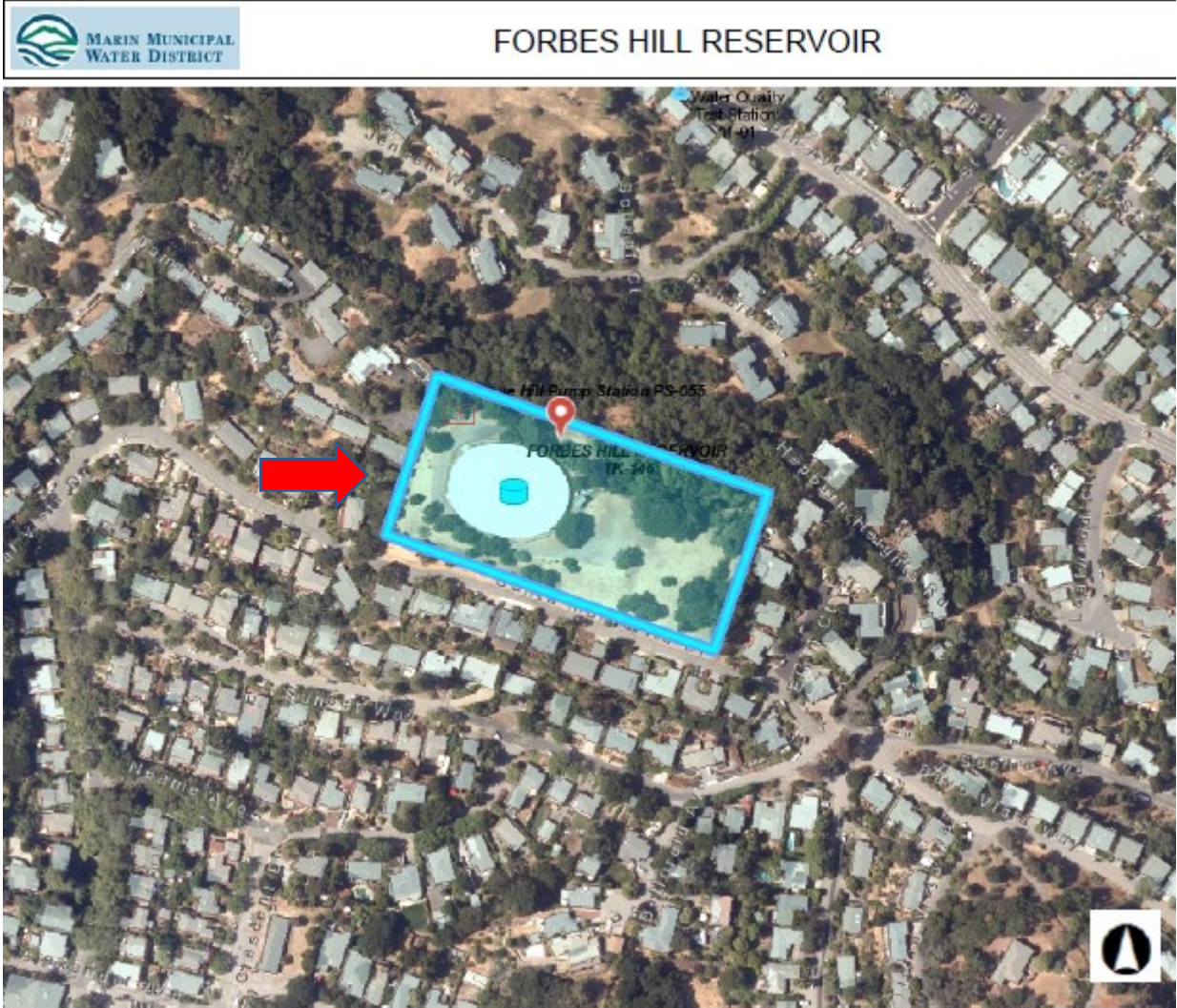
FISCAL IMPACT: None.

ATTACHMENT(S):

1. Location map

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 <hr/> Alex Anaya Engineering Director	 <hr/> Ben Horenstein General Manager

LOCATION MAP





STAFF REPORT

Meeting Type: Board of Directors
Title: Request Approval to Reclassify the Watershed Resources Manager Position to Director of Watershed Resources
From: Ben Horenstein, General Manager
Meeting Date: January 23, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Authorize the General Manager to reclassify the Watershed Resource Manager position to Director of Watershed Resources


SUMMARY: Reclassification of the Watershed Resources Manager position to that of Director of Watershed Resources provides an opportunity to utilize the exceptional internal program management talent to continue to manage the highly complex watershed programs and to transform the Employee Safety and the Emergency Response programs from programs that meets compliance to model programs in the water industry.

DISCUSSION: The District’s Watershed Division administers programs and projects that are foundational to the District’s ability to maintain high quality drinking water and to protect over 18,000 of watershed lands. The Director of Watershed Resources position will continue to provide administrative oversight and policy direction over watershed maintenance, environmental compliance, fisheries restoration and monitoring, natural resources protection, wildfire mitigation efforts, the Ranger program, visitor services, and the grant administration program. In addition to these duties, the Watershed Resources Director will take on new responsibilities overseeing the management of the District’s Employee Safety program and the District’s Emergency Response program. The expanded job duties will allow the District to utilize existing staff resources to proactively refine the safety programs, ensuring the well-being of the workforce. While incorporating emergency response planning to help the District refine programs to ensure operational resiliency and adaptability in the face of unforeseen events. The Watershed Resources Director will play a pivotal role in developing and implementing emergency response plans, coordinating with relevant agencies, and conducting regular drills to ensure a swift and effective response in case of emergencies. These additional responsibility, and the broader scope required to effectively manage these programs and the elevated activities are comparable to the scope and responsibility of other District Division Directors. Furthermore, this reclassification would align the Watershed Division with the organizational structure of other divisions within the District.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: The position is budgeted and has an annual salary at Step 5 of \$261,864. The annual fiscal impact is \$55,368; this amount represents the difference in salary between the Watershed Resources Manager and the Director of Watershed Resources. Reclassifying this position will not increase the number of budgeted Full Time Equivalents (FTEs).

ATTACHMENT(S): None.

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



STAFF REPORT

Meeting Type: Board of Directors
Title: 2024 Board of Directors Committee Assignments
From: Adriane Mertens, Communications & Public Affairs Manager
Through: Ben Horenstein, General Manager
Meeting Date: January 23, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve the appointment of the Marin Municipal Water District Directors to internal standing committees and to external regional committees as representatives of the District

SUMMARY: The District’s Board President will assign Directors to internal standing committees and will also appoint directors to represent the District on regional committees and boards.

DISCUSSION: Each year, the District’s Board President, with the advice and consent of the District’s Board of Directors, assigns directors to internal standing committees. The president also appoints directors to represent the District on regional committees and boards. Following these appointments, staff then provide each director with pertinent information pertaining to their individual assigned committees and meetings. As part of their committees and meetings duties, the directors are encouraged to provide a brief report summarizing what occurred at each meeting they chair or attend during Director’s Announcements at regular District Board meetings.

At the Board of Directors meeting on January 9, 2024, the Board of Directors appointed Director Ranjiv Khush to serve as Board President for the 2024 calendar year. President Khush has proposed a list of the 2024 Committee Assignments. This list includes each District Director’s proposed Committee assignments, including proposed assignments to regional committees and boards to represent the District. During the presentation of this item, staff will invite President Khush to announce his proposed appointments. The Board may discuss and will ultimately vote to approve the slate of assignments.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

- 1. Proposed 2024 Board Committees and External Regional Committee Assignments

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs	<hr/> Adriane Mertens Communications & Public Affairs Manager	 <hr/> Ben Horenstein General Manager



BOARD OF DIRECTORS

STANDING COMMITTEES 2024

Operations Committee

Chair: Larry Russell
Vice Chair: Ranjiv Khush

The Operations Committee reviews proposed contracts for capital projects and facilities maintenance, consulting agreements, pipeline extension agreements, variance requests, leasing proposals, disposal of surplus real estate, and any other matters relating to facilities and operations. This committee generally meets on the third Friday of each month at 9:30 a.m.

Watershed Committee

Chair: Matt Samson
Vice Chair: Monty Schmitt

The purpose of the Watershed Committee is to discuss matters concerning the district's watershed and reservoirs such as protection of the fishery, vegetation management, recreational uses, and sources of revenue. This committee meets once a quarter generally on the third Thursday of the month at 9:30 a.m.

Finance & Administration Committee

Chair: Jed Smith
Vice Chair: Monty Schmitt

The purpose of the Finance and Administration Committee is to discuss matters related to the district's finances such as rates, debt, and budget, along with administration items such as the review and update of policies. This committee generally meets monthly on the fourth Thursday of the month at 9:30 a.m.

Communications & Water Efficiency Committee

Chair: Ranjiv Khush
Vice Chair: Jed Smith

The purpose of the Communications & Water Efficiency Committee is to discuss all matters related to the district's external communications and public outreach as well as discuss all district matters related to water conservation and water use efficiency programs and activities, including drought planning when necessary. This Committee generally meets quarterly on the third Wednesday of the month at 9:30 a.m.

OTHER ASSIGNMENTS

One Tam

Marin Water Representative: Matt Samson
Marin Water Alternate: Monty Schmitt

The purpose of the One Tam Executive Committee (aka Tamalpais Lands Collaborative Executive Committee) is to review projects and programs supported by One Tam and to review and direct the activities of the Working Group which is composed of staff from each of the agency partners. The Committee meets 2 to 4 times per year as needed. (Generally meet via Zoom. Physical Location TBD)

Lagunitas Creek Technical Advisory Committee

Marin Water Representative: Monty Schmitt
Marin Water Alternate: Matt Samson

Representatives of approximately 20 agencies and environmental/community organizations meet to collaborate on water resources issues in the Lagunitas Creek Watershed. The Committee is chaired by two members of the Committee and meet quarterly (January, March, June, and November) at 9 am on Fridays. (Generally meet via Zoom. Physical Location TBD)

North Bay Watershed Association (NBWA)

Marin Water Representative: Larry Russell
Marin Water Alternate: Ranjiv Khush

Marin Water joined the NBWA as a charter member when it was created in 2000. This association of water, wastewater, and storm water agencies works together to meet regulatory requirements of the federal Clean Water Act and Safe Drinking Water Act, conducts public education programs, and conducts water resources improvement projects. The association meets monthly on the first Friday at 9:30 a.m. (Location varies).

Sonoma County Water Agency Water Advisory Committee (WAC)

Marin Water Representative: Jed Smith
Marin Water Alternate: Larry Russell

The WAC is composed of the primary and secondary contractors to the Sonoma County Water Agency (SCWA). The purpose of the WAC is to discuss water supply, environmental, and contract issues relevant to water deliveries to the contractors from SCWA. The WAC also negotiates any changes to contracts between SCWA and the contractors. The WAC meets every so often the first Monday of month at 9:00 a.m. at 35 Stony Point Road, Santa Rosa.

North Bay Water Reuse Authority (NBWRA)

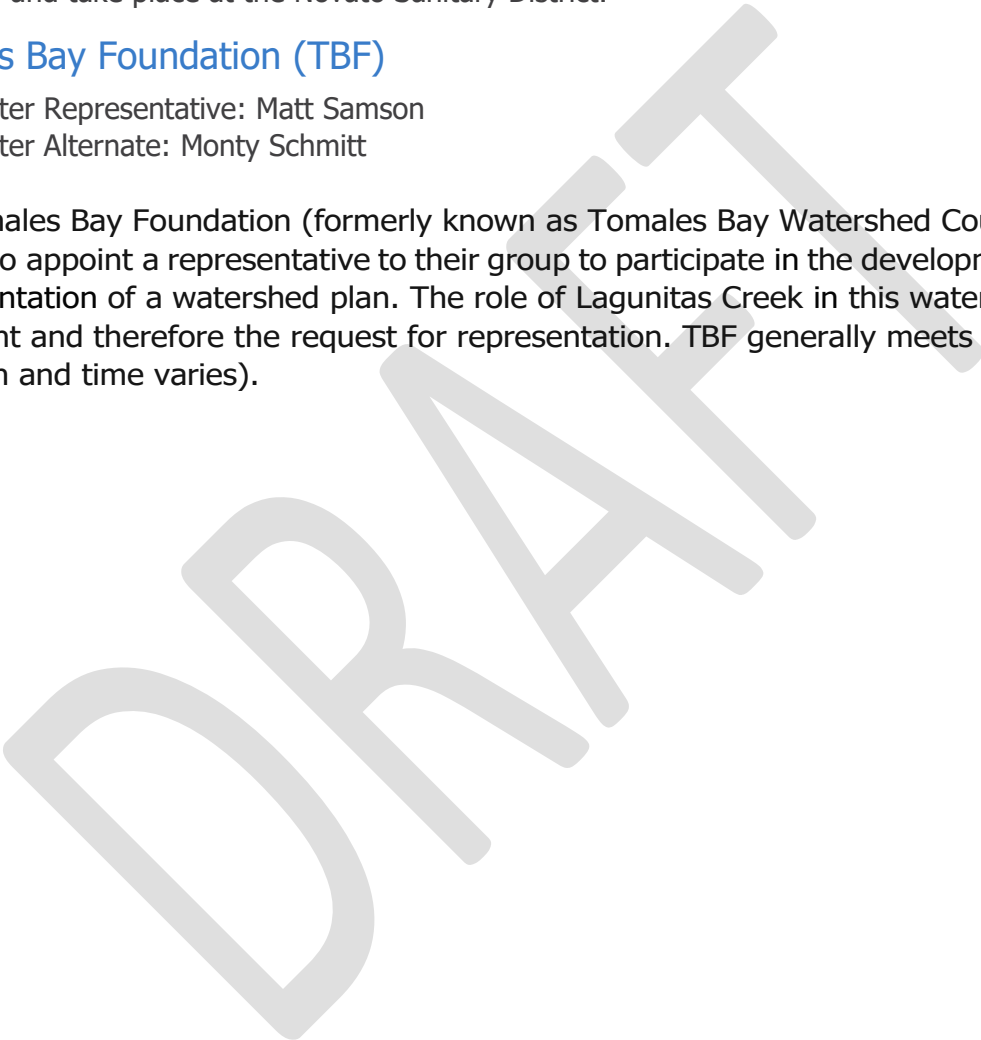
Marin Water Representative: Larry Russell
Marin Water Alternate: Ranjiv Khush

The purpose of this committee is to seek and obtain federal and state funds for recycled water projects. Original members (dating to 2005) include the Las Gallinas Valley Sanitary District, Novato Sanitary District, North Marin Water District, Sonoma County Water Agency, Napa Sanitation District and County of Napa. In 2013 NBWRA amended its MOU to include two new members: Marin Water and the City of Petaluma. The NBWRA board generally meets the last Monday of every other month. Meetings start at 9:30 a.m. and take place at the Novato Sanitary District.

Tomales Bay Foundation (TBF)

Marin Water Representative: Matt Samson
Marin Water Alternate: Monty Schmitt

The Tomales Bay Foundation (formerly known as Tomales Bay Watershed Council) had asked MMWD to appoint a representative to their group to participate in the development and implementation of a watershed plan. The role of Lagunitas Creek in this watershed area is significant and therefore the request for representation. TBF generally meets once a month (Location and time varies).





STAFF REPORT

Meeting Type: Board of Directors
Title: Water Supply Update
From: Paul Sellier, Water Resources Director
Through: Ben Horenstein, General Manager
Meeting Date: January 23, 2024

BS
BH

TYPE OF ACTION: Action X Information Review and Refer

RECOMMENDATION: Receive staff update on water supply conditions

SUMMARY: Staff will provide an update on current and future water supply conditions.

DISCUSSION: The District relies on local reservoir storage to provide approximately 75% of our water supply with the other 25% coming from the Russian River. Overall, Marin Water’s local reservoir storage is 89.9% of capacity and 115% of the average storage for this date. Additionally, the water level in Lake Sonoma is approximately 98% of the water supply pool and 120% of average for this time of year. Lake Mendocino water level is 80% of the water supply storage pool. The favorable water supply conditions will allow the District to provide water for both potable demands and environmental releases in the coming year. Staff will provide an update on current and projected water supply conditions, including a summary of supplemental water purchases.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S): None.



STAFF REPORT

Meeting Type: Board of Directors
Title: Strategic Plan Development
From: Adriane Mertens, Communications & Public Affairs Manager
Through: Ben Horenstein, General Manager
Meeting Date: January 23, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Adopt the District’s next five-year strategic plan

SUMMARY: Continuing with its five-year strategic planning process, staff and the District’s consultant will present the proposed 2024 Five-Year Strategic Plan to the board to consider for adoption.

DISCUSSION: The District has been working over the last six months on development of a strategic plan to lay out the goals and objectives the organization intends to accomplish over the next five-year period. To help with guiding development of the strategic plan, the District has contracted with The Catalyst Group, Inc.

At a Board of Directors Meeting on September 19, 2023, The Catalyst Group led the Board through evaluation of the District’s vision, mission and values statements, which set the framework for a new Strategic Plan. During the meeting, the Board provided input into the development of the vision, mission and values statements, which are included in the proposed strategic plan.

At a Board of Directors Meeting on October 24, 2023, The Catalyst Group provided potential draft strategic plan goals developed based on prior input from the Board and staff. The Board provided input on the plan goals, which describe the outcomes the District will work toward achieving to fulfill its mission.

The goals have been divided into five major focus areas:

- 1) Reliable water supply
- 2) Resilient Water System
- 3) Watershed Stewardship
- 4) Fiscal Responsibility
- 5) Organizational Excellence

District staff worked on refining the goal statements and identifying specific objectives for each of the five goal areas. The objectives describe the District’s strategic initiatives and measures that will be critical to the organizational strategy for achieving each goal. Each of the five draft goal areas were then presented to the Board and the public over a series of board meetings. The watershed stewardship-focused goal was presented at a Board of Directors Meeting on November 27, 2023; the reliable water supply and fiscal responsibility goals were presented at a Board of Directors Meeting on December 5, 2023; the resilient water system goal was presented at a Board of Directors Meeting on December 19; and the organizational excellence goal was presented at a Board of Directors Meeting on January 9, 2024. The Board of Directors provided staff with direction and input on each goal during those meetings.


During the presentation of the proposed strategic plan, members of The Catalyst Group will provide an overview of the strategic planning process to date, and members of the District senior leadership team will provide a review of the full proposed strategic plan for the Board of Directors to consider for approval.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

- 1. Proposed Strategic Plan goals and objectives - redline version
- 2. Proposed 2024 Five-Year Strategic Plan – draft design

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs		
	<p align="center">Adriane Mertens Communications & Public Affairs Manager</p>	<p align="center">Ben Horenstein General Manager</p>

GOAL 1: Reliable Water Supply

Provide a high quality, reliable and resilient water supply now and for the future.

Marin Water is responsible for ensuring that clean potable water is delivered to our customers whenever they may need it. In 2021, this service was threatened when the District was faced with the real possibility that with continued drought conditions, the water supply would be exhausted within months. Coming out of that experience and looking forward with the awareness that future climate conditions are anticipated to lead to longer and warmer dry periods followed by periods of intense precipitation, Marin Water’s Board of Directors adopted the District’s Water Supply Roadmap in February 2023, laying out strategies for drought-proofing the water supply in response to these changing conditions. The Roadmap builds on the District’s existing water supply as a baseline and identifies and prioritizes water supply projects that together will improve the reliability and resiliency of the supply.

In addition, the District recognizes the importance of expanding its industry-leading conservation programs in collaboration with customers to maximize efficient water use. During and following the drought, Marin Water customers recorded some of the best water-savings levels in the state. It is vital that the District seek opportunities to build on this momentum as an important part of the District’s water supply portfolio.

This Water Supply Reliability goal captures the District’s commitment to manage the existing high-quality water supply Marin Water customers rely on today and to develop additional water resources to provide a reliable and resilient water supply through future droughts.

Five-Year Objectives:

Objective 1 - Reduce Potable Water Use

The District will reduce water use and water waste by 800 AF in the next five years to conserve our resources and ensure that the District meets or exceeds the statewide indoor residential per capita water use target of 47 gallons per capita (R-GPCD) by 2025 and is on track to meet water use objectives established for the District by 2030.

- Identify and implement water efficiency concepts and strategies, including those concepts and strategies that target high water users, in the Water Efficiency Master Plan to achieve short-term and long-term goals.
- Enhance incentives, education, and outreach to our customers that effectively reduce water use.
- ~~Optimize and i~~ Implement the recommendations from the District’s water loss control and leak detection program update, using most current industry practices and leveraging innovative technologies.

- Participate in and support the development of regulations and legislation that drive water efficiency through participation in industry associations.
- Identify opportunities for partnerships in testing new technologies or theories to reduce water use.
- Review a range of policy options to further advance water efficiency.

Objective 2 –Augment Existing Water Supply

The District will fully Implement the Strategic Water Supply Roadmap’s short-term actions and make progress on long-term, cost-effective projects to meet demand during a four-year drought with no more than 25 percent mandatory conservation (Water Shortage Contingency Plan Stage 3).

- Fully Implement the Strategic Water Supply Roadmap short-term actions to augment the water supply by increasing resilience by up to 2,700 acre-feet (AF):
 - Complete electrification of Soulajule Pump Station - 420 AFY.
 - Complete Phoenix to Bon Tempe pumping - 260 AFY.
 - Complete Optimization of Sonoma Water Supply - 2,000 AFY.
 - Complete Stream release automation.
- Implement the Strategic Water Supply Roadmap medium term projects to obtain up to 5,000 AFY of additional water supply and provide an update for achieving the Roadmap longer term goal of 12,000 AFY to 20,000 AFY water supply: Achieve significant progress on implementation of Water Supply Roadmap long-term projects:
 - Complete feasibility report for brackish desalination and begin next steps
 - Monitor technological advances in desalination processes and track the development of projects to understand costs and alternate project approaches
 - Continue to seek funding to offset the cost of recycled water projects and monitor progress on potable reuse projects and technology
 - Select the preferred Marin-Sonoma Regional Water Conveyance project alternative and begin the next steps.
 - Select the preferred Local Storage Improvement project alternative and begin the next steps.
 - Provide ongoing progress updates of progress on Roadmap projects

Objective 3 – Preserve and Enhance Existing ~~Partnerships~~Water Supply

The District will strive to ensure continued access to supplemental water from Sonoma Water which can account for approximately 25% of annual potable water demand.

- Renew agreement with Sonoma Water to ensure continued access to supplemental water supply
- Enhance relationships with Sonoma Water and the other cities and agencies that depend on Sonoma Water for water supply~~contractors~~ to develop and regional support for regional water supply projects
- Support~~Seek support from State and Federal agencies for ththe process for~~ development of a New Eel Russian Facility, which advances a regional solution for preserving flows and fisheries in the Russian River and improving Eel River fisheries.~~Regional Water Supplies~~

Objective 4 – Provide High-Quality Water to Customers

The District will cost effectively manage our water system to ensure water quality is protected from the source to our customers.

- Develop Reservoir Management Plans for Alpine, Bon Tempe, Kent, Nicasio and Soulajule that include water quality objectives and algae management strategies.
- ~~Review and research~~Develop improvements to water treatment options for removal of taste and odors in drinking water and other improvements to water quality.
- Ensure that the Water Quality lab is accredited to ~~the~~ [NEALAC Institute's \(TNI\)](#) latest ~~TNI~~ accreditation standard for compliance analyses.
- Develop and apply lessons learned from other agencies regarding impacts to water quality from wildfires
- Participate in the development of regulations that are appropriately protective of public health and the environment through participation with industry groups and associations.

DRAFT

GOAL 2: Resilient Water System

Invest in and maintain a resilient water system through effective infrastructure management and planning.

The District’s network of water infrastructure spans challenging topography and consists of over 900 miles of pipeline, 130 water storage tanks, 97 pump stations, 7 reservoirs and dams, and 3 water treatment plants. Collectively, these components work together 24/7 to allow the District to capture, transport, store, and deliver water to more than 191,000 customers. System resilience is achieved through continual investments in infrastructure and the employees who operate the systems.

Maintaining and modernizing this infrastructure – some of it nearing 100 years in service – is core to ensuring system resilience through day-to-day demand, drought, fire, earthquakes, and other natural and manmade disasters. Marin Water must renew and replace infrastructure and implement system modernizations by identifying and prioritizing project needs and focusing system investments for the benefit of current and future generations. The four-year rate increase approved in 2023 supports the District’s ability to do this work and deliver safe, reliable water to customers. The District’s Capital Steering Committee will have an essential role in guiding the prioritization of this work.

While the District implements projects that strengthen the system’s ability to withstand disasters and other unknowns, the District’s workforce must also be equipped with the skills and training needed to effectively respond to and recover from catastrophic emergencies that may threaten the District’s ability to provide water service. In coordination with local and regional partners, instilling the latest best-practice emergency response and recovery methods into team procedures will ensure the District is prepared to safeguard the community’s water supply under the most challenging of conditions.

Five-Year Objectives

Objective 1 - Infrastructure Condition Assessment

The District will ~~strengthen~~**enhance** its infrastructure risk assessment process to ~~systematically~~ prioritize investments in the replacement, rehabilitation, and/or repair of its infrastructure ~~to ensure that we are delivering high quality drinking water.~~

- Complete above-ground facility condition assessment.
 - Pump stations: 30 evaluated, 67 remain.
 - Tanks: 99 evaluated, 31 remain.
- ~~Review for greater robustness and transparency.~~ **Enhance** the ongoing prioritization process of pipeline replacement jobs through criteria, including assessment of age, leak history, probability and consequence of failure, and material type.
- Perform condition assessments for large infrastructure such as dams and treatment plants.
- Complete Facilities Master Plan assessing workplace infrastructure ~~including administration building, corporation yard, and watershed facilities~~ to identify ~~short, medium and long term facilities~~ the needs to be incorporated into the capital planning effort.

- Identify above-ground infrastructure hardening needsopportunities that provide a greater level of protection against wildfire and incorporate them into the capital planning and prioritization efforts.
- Identify single points of failure throughout the water system and incorporate them into the capital planning and prioritization efforts.
- Review industry standard security measures across the water system and identify needsopportunities for improvement and incorporate them into the capital planning and prioritization efforts.
- Complete the Water System Master Plan and utilize the information to identify opportunities to simplify the system by reducing the number of tanks and pump stations.

Objective 2 - Capital Planning

The District will collaborate with the Capital Steering Committee to identify infrastructure projects evaluated through the condition assessment process and establish an associated timeline to implement the projects based on the projected capital budget.

- Incorporate data from “Objective 1 – Infrastructure Condition Assessment,” along with other District planning efforts, into District-wide capital planning effort to develop robust capital planning infrastructure investment scenarios for a 10- and 30-year horizons.
- Continue Work with the Grants and Finance teams to identify grant opportunities to offset costs borne by ratepayers.
- Evaluate bond funding opportunities for large capital projects that provide generational value.

Objective 3 - Capital Project Delivery

The District will incorporate innovative processes and staffing solutions into its execution of future infrastructure projects to maximize the make efficient use of staff time, reduce costs, and streamline implementation of an increased capital project workload.

- Assess Conduct staffing resource analysis to determine staff workloads and establish future resource needs to meet the increased capital improvement program, including leveraging District staff with support from external engineering consultant firms.
- Establish on-call contract(s) to provide expedited repairs on projects too large for District crews but too small for standard design, bid, and build workflows.
- Execute on-call contracts with engineering firms to streamline consulting work without having to execute multiple contracts for the same type of work, i.e., geotechnical and electrical engineering.
- Review and update necessary sections of the District’s contract specifications to the most current industry standards.
- Explore the opportunity for innovative approaches to project implementation, including design-build options for larger capital projects.
- Continue working with local municipalities to achieve a strive for more cost effective approachsolutions to paving restoration requirements.

Objective 4 - Operations and Maintenance

The District will evaluate its operations and maintenance program to ensure that staff has the knowledge and skill sets to efficiently operate and maintain our system.

- In recognition of a significant staff turnover in Operations, develop a focused training plan for the Division to ensure effective operation and maintenance of our system.
- Establish standard operating procedures to support training and provide for transfer of institutional knowledge ~~to the newer District staff.~~
- Encourage staff involvement in industry associations to provide learning opportunities.
- Review the organizational structure of Operations, including classifications, to ensure the most effective utilization of District resources.
- Identify opportunities to implement technological advancements in equipment and practices to improve efficiencies.

Objective 5 - Energy Planning

The District will seek opportunities to reduce its carbon footprint and energy costs through infrastructure projects and planning.

- Meet new fleet vehicle regulatory changes including the expansion of the District's fleet to electric vehicles and needed EV charging stations.
- Evaluate pump station rehabilitation projects to determine the feasibility of supplementing prime power with alternative energy and compare it with system efficiency upgrades to determine life-cycle cost savings.
- Engage in discussion with the Board on carbon neutrality to establish appropriate, with the goals, of a policies, and direction.
- ~~Participate in regulatory meetings regarding fleet vehicle regulatory changes and evaluate the expansion of the District's fleet to electric vehicles and needed EV charging stations where applicable.~~
- ~~Continue participation in Marin Clean Energy Deep Green 100% renewable energy program.~~
- Review and evaluate the application of micro-turbine technology where applicable as an energy recovery and cost-savings option.
- Evaluate renewable power opportunities throughout the District.

Objective 6 - Emergency Response Readiness

The District will plan and prepare for emergencies to ensure it can maintain critical operations through fire, floods, earthquakes, and other catastrophic events and effectively manage the disaster recovery process.

- Update the District's emergency response plan to reflect current needs, priorities, and threats.
- Conduct a minimum of two annual table-top exercises involving the District's Emergency Operations Center (EOC) to ensure emergency readiness.
- Conduct yearly reviews of the District's dam Emergency Action Plans (EAP) for each of the seven dams and coordinate tabletop exercises with the Marin County Office of Emergency Services and other stakeholders every five years to ensure District and local first responders are familiar with the dam EAPs.

- Participate in emergency preparedness trainings in coordination with Marin County Office of Emergency Services on countywide emergency response scenarios.
- Establish FEMA-compliant contracts for engineering and construction services that are ready to be executed following an emergency.
- Continue to assess and identify opportunities to reduce risk throughout the District.

DRAFT

GOAL 3: Watershed Stewardship

Protect and manage Marin Water lands for the long-term benefit of the community and the environment.

Marin Water’s 19,800 acres of watershed lands provide 75% of the District’s water supply and support the region’s rich biodiversity.

This Watershed Stewardship Goal encapsulates our dedication to multifaceted initiatives that span environmental stewardship, wildfire resiliency, watershed restoration, the enhancement of watershed facilities, and the support for education and recreation, which connects the community to their watershed lands.

Five-Year Objectives

Objective 1 - Creek Restoration

The District will strive to protect and restore watershed lands and improve upland habitat and streams to establish a resilient landscape that can help buffer against climate-induced risks. Through active restoration and monitoring the District will help the community steward the unique biological resources of the Mt. Tamalpais Watershed and Lagunitas Creek.

- ~~Advance the implementation~~ 13 restoration sites as part of the Lagunitas Creek Watershed Enhancement Plan in collaboration with State Parks, funding partners, and resource agencies to enhance critical habitat and geomorphic processes that are needed to sustain threatened and endangered species.
- In alignment with the Lagunitas Creek Stewardship Plan (LCSP), ~~complete annual~~ Lead fisheries lifecycle monitoring and habitat enhancement effectiveness monitoring; ~~in alignment with the Lagunitas Stewardship Plan;~~ coordinate with the Lagunitas Technical Advisory Committee and regional monitoring efforts to update the LCSP.
- Integrate new monitoring technology by expanding a network of Passive Integrated Transponders Antennas to improve fisheries monitoring data.
- Support with ~~Provide~~ technical expertise to support regional restoration planning efforts for Walker Creek and other watersheds within District boundaries; participate in technical conferences, ~~and~~ regional working groups, and collaborative research efforts to share ~~out~~ restoration methods and fisheries monitoring data.

Objective 2 - Watershed Resiliency to Wildfire ~~Resiliency~~

The District will continue implementing multi-benefit restoration treatments to maintain a resilient watershed by scaling up the Biodiversity, Fire, and Fuels Integrated Plan (BFFIP) and One Tam Forest Health Strategy. Through proactive management and collaboration with regional partners, the District will advance landscape-scale stewardship efforts on watershed lands that will help safeguard our communities, ecosystems, and water resources for a resilient and sustainable future.

- Maintain effective partnerships between watershed rangers and local, regional, and state emergency response agencies to ~~enhance~~ensure strong interagency collaboration that supports emergency response and mitigation strategies.
- Sustain organizational capacity to increase the pace and scale of the BFFIP ~~and~~to enhance forest ~~restoration~~efficiency, protect water infrastructure, manage invasive plants, and achieve wildfire risk reduction.
- Advance strategic partnerships ~~around~~for regional resiliency planning and collaboration to secure funding for stewardship activities outlined in the BFFIP and as part of other long-term watershed restoration efforts.
- Support workforce development through the Ranger Trainee Program and by working in partnership with California Conservation Corps, California Conservation Corps North Bay, AmeriCorps Programs, and other regional natural resources and wildfire training efforts.
- Replace aging wildland firefighting and vegetation management equipment to ensure the District has the operational capabilities for emergency response and watershed forest restoration and fuel reduction.

Objective 3 - Stewardship

The District will foster participation and collaboration with the community, creating a strong connection between the public and the Mt. Tamalpais Watershed. The District will advance stewardship and climate adaptation strategies through technical studies and regional partnerships. By participating in the District's volunteer program, community members can contribute to preserving our water supply, protecting biodiversity, and caring for our shared natural resources.

- Sustain annual biological monitoring to inform scientific knowledge of the watershed and to support environmental compliance for District operations and long-term planning.
- Engage and contribute technical expertise as part of regional ~~research and~~ stewardship efforts through One Tam, TOGETHER Bay Area, ~~and~~ the Golden Gate Biosphere Network, ~~the Federated Indians of Graton Rancheria, and regional research efforts.~~
- Evaluate opportunities for integrating regional restoration and stewardship plan priorities into ~~to~~ watershed restoration efforts.
- Lead habitat restoration, trail maintenance, environmental education, and community science projects and programs that provide opportunities for the community to engage in stewardship, improve the health of the watershed, and make a positive impact on the environment.
- Advance natural resources interpretation offering to help advance community education and awareness of the watershed's unique biodiversity and water resources.

Objective 4 - Recreation

The District will maintain a welcoming and enriching environment to support visitors engaging in nature-based recreational activities. Watershed visitation will be balanced with water quality protection and connecting visitors to the watershed through recreational opportunities and stewardship initiatives.

- Complete ~~Advance priority outcomes of the~~ Watershed Recreation Management Planning Feasibility study to ~~better~~ support visitors and protect water resources and biodiversity as an ongoing adaptive management strategy and evaluate the capacity to do so.

- Complete the Azalea Hill Trail Restoration Project through enhancement of trail facilities and removal of social trails to restore sensitive habitats.
- ~~Advance improvements along the Cataract Trail to replace aging watershed trails by replacing aging infrastructure to and establish a more sustainable trail system with a focus on multi-benefit efforts such as West Peak Restoration and Cataract Trail network and trail head.~~
- Create nature-based self-guided tours and outreach materials to help educate the community about the watershed’s biodiversity, water resources, wildfire issues, and climate change.
- Evaluate priority roads and trails to inform adaptive management and guide improvements to recreational facilities, including trails, fire roads, picnic areas, parking lots, restrooms, and habitat restoration opportunities.

Objective 5 - Facilities

The District will ensure that watershed facilities are operational and well-kept to support four needs: emergency response readiness, water system operations, visitor access for recreational and educational purposes, and ongoing environmental restoration efforts within the watershed.

- ~~Carry out multi-benefit watershed maintenance projects that preserve the function of watershed facilities while improving the watersheds natural resources and environmental assetseeological services.~~
- ~~Complete an update to the Roads and Trails Management Plan to integrate modern best management practices and support ongoing maintenance of watershed facilities to protect water quality, support a sustainable road and trails network, preserve biodiversity, and provide the community with facilities that support nature-based experiences on the watershed.~~
- Integrate watershed facilities into the facilities planning process to guide key updates to watershed facilities, improve Sky Oaks Headquarters, and maintenance yards and evaluate explore opportunities for environmental education spaces and visitor infrastructure.
- ~~Maintain Enhance Ranger residences existing watershed housing and while evaluating opportunities for watershed seasonal employee housing to help remove barriers for early career professionals looking to work in the natural resources field in Marin County. Advance priority elements of the West Peak Restoration Project Conceptual Plan to remove degraded infrastructure to improve wildlife corridor and habitat while advancing visitor access improvements. Apply modern best practices to updating the Roads and Trails Management Plan to support ongoing maintenance of watershed facilities to protect water quality, support a sustainable road and trails network, preserve biodiversity, and provide the community with facilities that support nature-based experiences on the watershed.~~

GOAL 4: Fiscal Responsibility

Judiciously manage customer revenue and other financial resources for operating, maintaining and upgrading the water system today and in preparation for the future.

As a public agency, all revenues received by Marin Water are reinvested into the water system, and customer water rates are the primary source of Marin Water's revenue, providing 95 percent of the District's funding. With a relatively small and stable ratepayer base, it is especially imperative for the District to prioritize financial stability and cost-effective operations to maximize the value of local ratepayer funds.

Five-Year Objectives

Objective 1 - Financial stability

The District will utilize reserves and invest in infrastructure consistently and predictably to minimize the rate impact on customers when unforeseen events occur.

- Establish stabilization reserves to mitigate annual revenue fluctuations.
- Support the development of a long-term capital improvement program that ensures an appropriate and stable level of investment.
- Regularly update fees, rents, and other non-rate revenues to maintain pace with inflation.

Objective 2 - Fair, equitable, and proportional rates

Under the legal framework of Proposition 218, the District will continuously evaluate the effectiveness of the rate structure to ensure it produces sufficient revenue while maintaining a balance of affordability and proportionality.

- Conduct a connection fee study to fully capture the cost of current and future infrastructure needs.
- Evaluate the District's low-income program and identify strategies to ensure qualified customers are enrolled.
- ~~Enhance outreach efforts related to the District's low income discount program.~~
- As part of the 2027 rate-setting process, conduct a cost-of-service study to ensure charges are proportional and reflective of current demand trends.
- Implement a robust outreach plan throughout the 2027 rate-setting process to inform customers about proposed changes.

Objective 3 - Cost-effective business processes

The District will implement operational practices that increase efficiencies to maximize the value of ratepayer revenues.

- Update the enterprise resource planning system (SAP) to streamline routine processes and provide improved data analytics.

- Evaluate opportunities to leverage external resources that can improve operational efficiencies.
- Minimize the cost of financing by maintaining a very high (AA or better) credit quality rating.
- Increase the use of online bill payments and electronic payments to reduce banking and printing costs.
- Streamline the application process for discount programs and leak adjustments.

Objective 4 – ~~Obtain outside funding to R~~reduce financial impacts on ratepayers

The District will seek ~~out~~ alternative revenue sources to ~~lessen~~ minimize the impact of future rate increases on customers.

- Pursue Water Resources Development Act (WRDA) funding for water storage improvement projects.
- ~~Prudently U~~utilize bond funding to spread infrastructure funding costs over time.
- Develop and secure grants from state and federal agencies to increase the District's capacity to advance key initiatives.
- Obtain Water Infrastructure Finance and Innovation Act (WIFIA) program loans to maximize financial flexibility for projects with longer construction cycles.
- Leverage regional partnerships to increase state and federal funding opportunities.

Objective 5 - Financial transparency

The District will maintain transparency in all aspects of financial operations.

- Improve online tools for customers to understand their bill.
- Conduct bi-annual reviews of fiscal policies.
- Publish quarterly financial summaries.
- Conduct regular internal and external financial audits.
- Proactively communicate to customers about successful grant applications as well as the District's specific investments in infrastructure projects, water supply roadmap efforts, and watershed restoration milestones to highlight how revenues are being allocated.

GOAL 5: Organizational Excellence

Support and sustain an innovative organization that lives by its values, leads by example, delivers valued benefits for its customers, and is regarded as an employer of choice.

Marin Water, with 25 departments and nearly 250 employees, is primarily responsible for the delivery of clean and reliable water to more than 191,000 people. Behind that service delivery is a complex water system requiring specialized expertise, modernized technology, efficient operations, and a wide number of customer touchpoints and opportunities for engagement – all of which require the organization to perform at its best.

To perform at its best, staff must understand the key priorities of the organization and feel job satisfaction, so they are inspired to provide excellent service. Trust and respect for the unique skills and experience each employee brings to their role in the organization is also paramount to collaboration, creativity, and efficiency in the delivery of service to customers. There must also be opportunities for knowledge sharing with industry professionals inside and outside the organization to strengthen succession planning and to continue to evolve and implement the latest industry-wide trends and standards into our operations.

This goal represents the District's commitment to delivering best-in-class service to our customers through ongoing organizational improvements, cutting-edge programs and processes, and continual development of the most important asset of our water system – our workforce.

Five-Year Objectives:

Objective 1 – Organizational Culture and Values

The District will cultivate a meaningful work environment that successfully recruits, retains, and develops an engaged, high-performing, mission- and values-focused team.

- Strengthen the employment webpage, job portal, and recruitment advertisement materials to help attract diverse candidates and better promote the Marin Water team and our accomplishments, brand, and culture.
- Continue to grow relationships with community-based organizations and explore new partnership opportunities with local colleges and trade schools to connect local community members, particularly those in underserved communities, with Marin Water career opportunities.
- Redesign and implement a comprehensive and welcoming onboarding process that connects newly hired employees to procedures and District resources that support the employee's success in their role.
- Complete diversity, equity, and inclusion training throughout the organization and fold it into the onboarding process to help foster a sense of belonging across the workforce.
- Develop a broad-based employee training program that provides continued core leadership training for managers and supervisors, implements a needs assessment and training for technical staff and soft skills for all District staff, and establishes internal career track training that supports career advancement.

- Engage staff to evaluate current recognition and appreciation programs, research employer best practices, and refresh the District’s employee recognition and appreciation programs.
- Ensure integration of staff input into District decision-making through strengthened two-way internal communication strategies that better engage all staff in the business of the District and provide opportunities for employee feedback.
- Increase employee engagement and organizational improvement through periodic employee surveys, with the next one to be distributed in 2024, and implement follow-through initiatives.
- Maintain a culture of workplace safety through a continuous commitment to safety education, training, compliance, and communication.
- Assess and evaluate the District’s current work facilities to identify needed upgrades and enhancements to support a safe and productive work environment.

Objective 2 – Customer Experience

The District will seek opportunities to enhance the customer experience at every touchpoint.

- Perform an accessibility audit of the District’s public facilities, customer programs, and outreach resources to identify and implement modifications that improve access for all customers.
- Deploy internal protocols and tools to strengthen key messaging and visual brand identity to ensure consistency through every customer interaction throughout the organization.
- Establish tools that can be used for expedient geo-targeted communication to customers impacted by service interruptions due to main breaks or other temporary system shutdowns.
- Use customer survey data, census information, water use reports, and digital analytics to drive decision-making for customer communication strategies and targeted outreach campaign development for conservation programs.
- Broaden customer awareness of our service value and progress on key priorities and initiatives through creative public relations campaigns, using interpretive signage, video, point-of-service displays, new technologies, ~~and~~ community events, and District volunteer opportunities.
- Host open houses and school field trips at the watershed and treatment plant focused on building enthusiasm and interest for careers in the water industry among youth and explore the development of virtual tour options and teaching curricula that can also interactively bring these facilities into the classroom.

Objective 3 – Industry Engagement, Growth, and Leadership

The District will engage with the water industry to seek knowledge and best practices from other professionals and to contribute the District’s expertise and experiences to the field.

- Ensure that management and staff participate in industry associations to learn, ~~and~~ share, and bring back best practices and innovations to the District for managing water resources, operations, watersheds, finances, human resources, communications, and other core services.
- Participate in professional development opportunities, including pursuing association committee seats, presenting on conference panels and seminars, submitting cutting-edge projects and papers for industry awards, and assembling teams to represent the District at regional and statewide industry operations challenges.
- Continue to build collaboration and communication with other water districts, key government agencies, stewardship networks, and stakeholder organizations.

Objective 4 - Technology, Innovation, and Process Improvements

The District will strengthen efficiencies, business services, and innovation by modernizing essential processes, partnering with others, and investing in strategic technology.

- Develop and roll out a modern, secure intranet that will provide effective information exchange and collaboration among departments and teams.
- Provide an employee self-service function for accessing payroll, timekeeping, and other administrative functions.
- Create a program that fosters and incentivizes staff to identify, suggest, and use modern processes and technologies to improve workplace efficiency.
- Partner with academic institutions to research and solve the most pressing challenges for Marin Water and the water industry, and support the use of the watershed as a research ground for academia, when appropriate.
- Strengthen succession planning by identifying and addressing gaps in documented standard operating procedures (SOPs) and ensuring an overlap of training for key positions.
- Begin conversion to advanced metering infrastructure (AMI) across the service area and develop and launch the associated customer portal to increase customer awareness of water use.
- Complete a selection process for upgrading the current enterprise resource planning system (SAP) and implement the upgrade to ensure maximized system use and integration capabilities across various operational functions.
- Replace the online customer bill pay system with a new system that improves self-service options for customers.

Five-Year Strategic Plan

2024-2028

- WORKING DRAFT -

PHOTOS ARE MERELY ILLUSTRATIVE AND MAY NOT BE IN FINAL VERSION



MARIN WATER



January 2024

Marin Water is California's first municipal water district. Since its chartering in 1912, the District has provided clean, reliable water for customers in central and southern Marin County. Today, the District delivers drinking water to more than 190,000 people and manages more than 18,000 acres of land on the Mount Tamalpais Watershed, where most of its local water is sourced.

Severe drought in 2020-2022, followed by an unusually wet winter highlighted the challenges associated with providing reliable water supplies and stewarding watershed lands during a time of climate upheaval. In addition, the pandemic stressed the District by limiting in-person contact, a critical component for developing staff and building community partnerships.

The Board of Directors responded to these challenges by initiating a comprehensive assessment of water supply alternatives and approving a strategic rate adjustment to build water supply reliability, rehabilitate aging infrastructure, continue watershed restoration and invest in staff development.

With these foundational elements in place, the Board of Directors undertook a strategic planning process to ensure the organization is most effective in carrying out its mission, even in the face of uncertainty. This process brought District staff and leadership teams together to update Marin Water's mission, vision and values, shape recommendations and map strategic goals and specific objectives that will help to guide the organization throughout the next half decade. These elements were reviewed and discussed at seven board meetings from September 2023 through January 2024. To gather input that guided development of the plan recommendations, the strategic planning team conducted staff interviews, workshops and cross-functional work group meetings.

The collaborative approach to the strategic planning process fostered valuable alignment on the goals to be achieved and the productive working partnerships necessary to achieve them. These efforts will enhance the District's ability to deliver high-quality, reliable water to customers, protect and restore the watershed and maintain an organizational culture that inspires a love of coming to work.

We are pleased to share this strategic plan, which is intended to be a living document that evolves as objectives are achieved and as circumstances change.

Board of Directors

Matthew Samson, Division I, Vice President
 Monty Schmitt, Division II
 Ranjiv Khush, Division III, President
 Jed Smith, Division IV
 Larry Russell, Division V

General Manager

Ben Horenstein

Table of Contents

04 - Mission

05 - Vision

06 - Values

07 - Goals and Objectives

18 - Progress Reporting

19 - Notes + Acknowledgements



Mission

Marin Water manages the lands, water, and facilities in our trust to provide reliable, high-quality water and adapt and sustain these precious resources for the future.

Vision

Marin Water is a leader in water and natural resource management and addressing the complexities of a changing environment.



Values

Marin Water is dedicated to serving customers and the community by upholding our core values.



We prioritize health and safety. We are committed to the health and safety of our colleagues and community.

We are stewards. We recognize the essential connection between people and natural resources and manage our lands and facilities for sustained benefits now and in the future.

We are innovative. We strive for excellence and innovation in managing water and watersheds.

We are efficient and responsive. We value efficiency, cost-effectiveness, and timely service in our work with customers and communities.

We are accountable. We operate with the highest levels of individual and organizational accountability to each other and the community.

We are respectful. We maintain a welcoming environment that embraces differences and offers respect, dignity, and fairness for all people and partners.

We listen and learn. We enhance ourselves and the organization by listening to others, reflecting on our performance, sharing knowledge with others, and making informed decisions.

We work as one. We work together to anticipate the challenges ahead and achieve our mission.

Goals

These five goals provide the focus for how we will go about aiming to fulfill our mission. Under each goal, there are five-year objectives, each with associated action items that we will work to achieve by 2028.

1 – Reliable Water Supply

Provide a high quality, reliable and resilient water supply now and for the future.

2 – Resilient Water System

Invest in and maintain a resilient water system through effective infrastructure management and planning.

3 – Watershed Stewardship

Protect and manage Marin Water lands for the long-term benefits for the community and the environment.

4 – Fiscal Responsibility

Judiciously manage customer revenue and other financial resources for operating, maintaining and upgrading the water system today and in preparation for the future.

5 – Organizational Excellence

Support and sustain an innovative organization that lives by its values, leads by example, delivers valued benefits for its customers and is regarded as an employer of choice.

- WORKING
DRAFT -

PHOTOS ARE MERELY ILLUSTRATIVE AND MAY NOT BE IN FINAL VERSION

GOAL 1

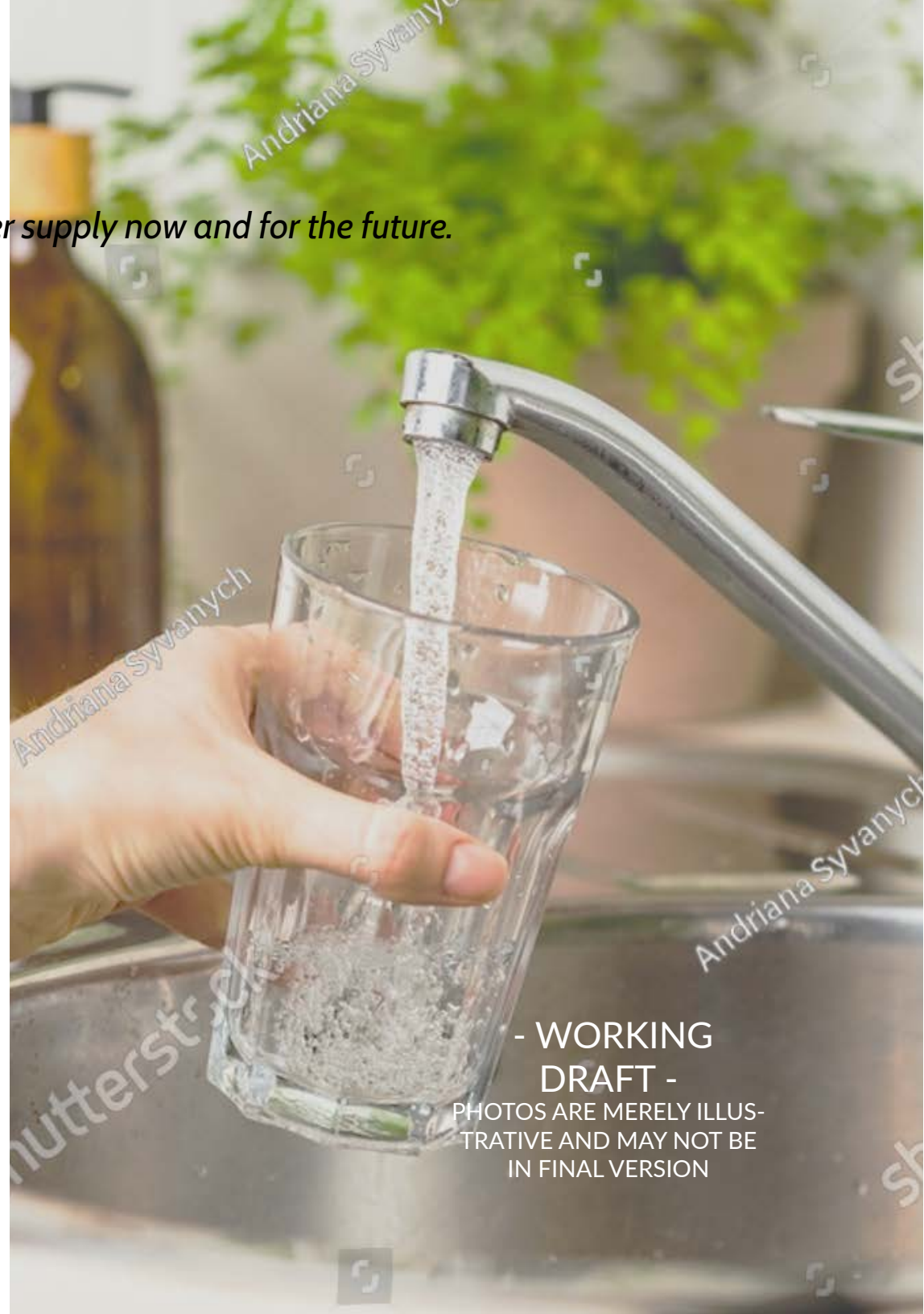
Reliable Water Supply

Provide a high quality, reliable and resilient water supply now and for the future.

Marin Water is responsible for ensuring that clean potable water is delivered to our customers whenever they may need it. In 2021, this service was threatened when the District was faced with the real possibility that with continued drought conditions, the water supply would be exhausted within months. Coming out of that experience and looking forward with the awareness that future climate conditions are anticipated to lead to longer and warmer dry periods followed by periods of intense precipitation, Marin Water's Board of Directors adopted a District's Water Supply Roadmap in February 2023, laying out strategies for drought-proofing the water supply in response to these changing conditions. The Roadmap builds on our existing water supply as a baseline and identifies and prioritizes water supply projects that together will improve the reliability and resiliency of the supply.

In addition, the District recognizes the importance of expanding its industry-leading conservation programs in collaboration with customers to maximize efficient water use. During and following the drought, Marin Water customers recorded some of the best water-savings levels in the state. It is vital that we seek opportunities to build on this momentum as an important part of the District's water supply portfolio.

This goal captures the District's commitment to manage the existing high-quality water supply our customers rely on today and to develop additional water resources to provide a reliable and resilient water supply through future droughts.



- WORKING
DRAFT -

PHOTOS ARE MERELY ILLUSTRATIVE AND MAY NOT BE IN FINAL VERSION

Five-Year Objectives

Objective 1 - Reduce Potable Water Use

Reduce water use and water waste by 800 acre feet (AF) in the next five years to conserve our resources and ensure that the District meets or exceeds the statewide indoor residential per capita water use target of 47 gallons per capita (R-GPCD) by 2025 and is on track to meet water use objectives established for the District by 2030.

- Identify and implement water efficiency concepts and strategies, including those concepts and strategies that target high water users, in the Water Efficiency Master Plan to achieve short-term and long-term goals.
- Enhance incentives, education, and outreach to our customers that effectively reduce water use.
- Implement the recommendations from the District's water loss control and leak detection program update, using the most current industry practices and leveraging innovative technologies.
- Participate in and support the development of regulations and legislation that drive water efficiency through participation in industry associations.
- Identify opportunities for partnerships in testing new technologies or theories to reduce water use.
- Review a range of policy options to further advance water efficiency.

Objective 2 – Watershed Resiliency to Wildfire

Fully implement the Strategic Water Supply Roadmap short-term actions and make progress on long-term, cost-effective projects to meet demand during a four-year drought with no more than 25 percent mandatory conservation (Water Shortage Contingency Plan Stage 3).

- Fully Implement the Roadmap short-term actions to augment the water supply by increasing resiliency by up to 2,700 AF:
 - Complete electrification of Soulajule Pump Station - 420 AFY.
 - Complete Phoenix to Bon Tempe pumping - 260 AFY.
 - Complete Optimization of Sonoma Water Supply - 2,000 AFY.
 - Complete Stream release automation.
- Implement the Roadmap medium-term projects to obtain up to 5,000 AFY of additional water supply and provide an update for achieving the Roadmap longer-term goal of 12,000 to 20,000 AFY water supply:
 - Complete feasibility report for brackish desalination and begin next steps.
 - Monitor technological advances in desalination processes and track the development of projects to understand costs and alternate project approaches.
 - Continue to seek funding to offset the cost of recycled water projects and monitor progress on potable reuse projects and technology.
 - Select the preferred Marin-Sonoma Regional Water Conveyance project alternative and begin the next steps.
 - Select the preferred Local Storage Improvement project alternative and begin the next steps.
 - Provide ongoing progress updates on Roadmap projects.

Objective 3 – Preserve and Enhance Existing Partnerships

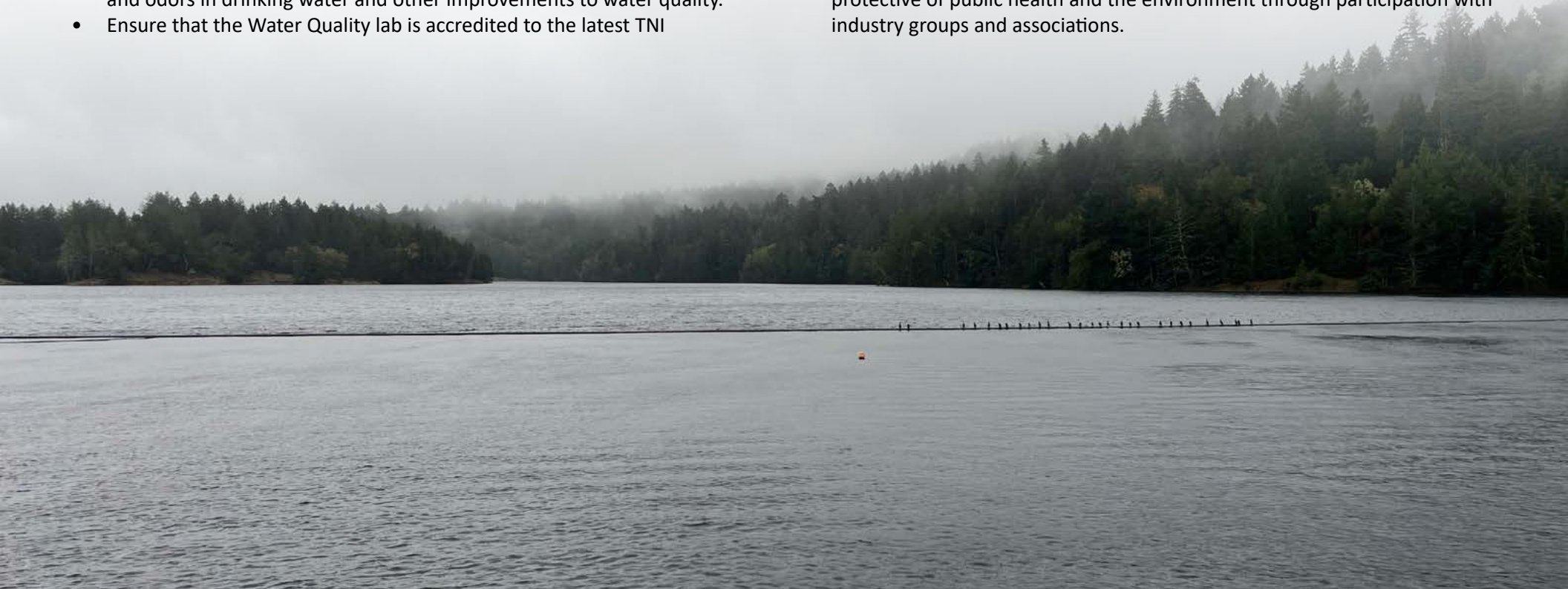
Strive to ensure continued access to supplemental water from Sonoma Water, which can account for approximately 25% of annual potable water demand.

- Renew agreement with Sonoma Water to ensure continued access to supplemental water supply.
- Enhance relationships with Sonoma Water and the other cities and agencies that depend on Sonoma Water for water supply to develop and support regional water supply projects.
- Seek support from State and Federal agencies for the development of Regional Water Supplies.

Objective 4 – Provide High-Quality Water to Customers

Cost-effectively manage our water system to ensure water quality is protected from the source to our customers.

- Develop Reservoir Management Plans for Alpine, Bon Tempe, Kent, Nicasio, and Soulajule that include water quality objectives and algae management strategies.
- Develop improvements to water treatment options for removal of taste and odors in drinking water and other improvements to water quality.
- Ensure that the Water Quality lab is accredited to the latest TNI accreditation standard for compliance analyses.
- Develop and apply lessons learned from other agencies regarding impacts to water quality from wildfires.
- Participate in the development of regulations that are appropriately protective of public health and the environment through participation with industry groups and associations.



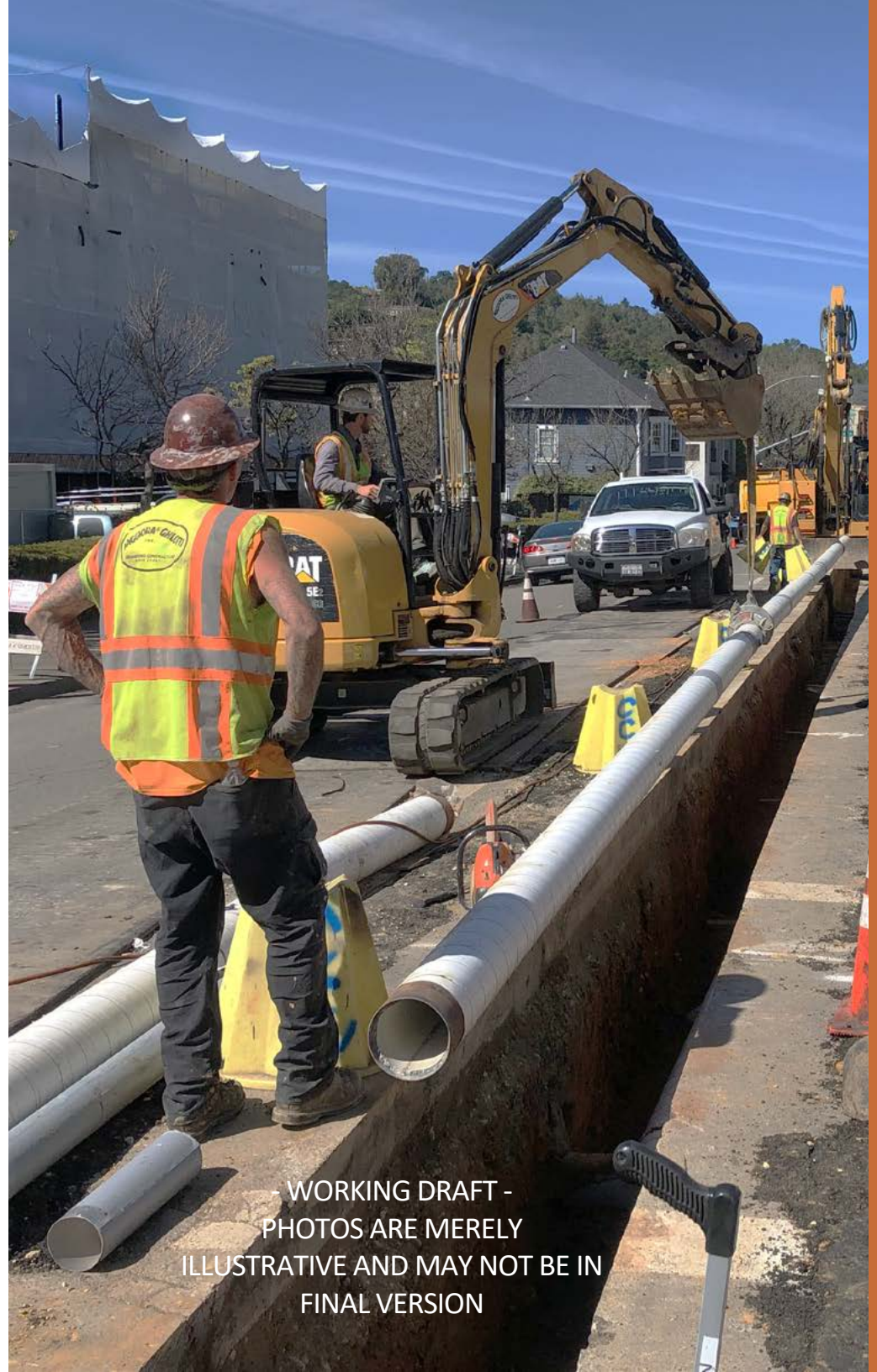
GOAL 2

Resilient Water System

The District's network of water infrastructure spans challenging topography and consists of over 900 miles of pipeline, 130 water storage tanks, 97 pump stations, 7 reservoirs and dams, and 3 water treatment plants. Collectively, these components work together 24/7 to allow the District to capture, transport, store, and deliver water to more than 191,000 customers. System resilience is achieved through continual investments in infrastructure and the employees who operate the systems.

Maintaining and modernizing this infrastructure – some of it nearing 100 years in service – is core to ensuring system resilience through day-to-day demand, drought, fire, earthquakes, and other natural and manmade disasters. Marin Water must renew and replace infrastructure and implement system modernizations by identifying and prioritizing project needs and focusing system investments for the benefit of current and future generations. The four-year rate increase approved in 2023 supports the District's ability to do this work and deliver safe, reliable water to customers. The District's Capital Steering Committee will have an essential role in guiding the prioritization of this work.

While the District implements projects that strengthen the system's ability to withstand disasters and other unknowns, the District's workforce must also be equipped with the skills and training needed to effectively respond to and recover from catastrophic emergencies that may threaten the District's ability to provide water service. In coordination with local and regional partners, instilling the latest best-practice emergency response and recovery methods into team procedures will ensure the District is prepared to safeguard the community's water supply under the most challenging of conditions.



WORKING DRAFT -
PHOTOS ARE MERELY
ILLUSTRATIVE AND MAY NOT BE IN
FINAL VERSION

Five-Year Objectives

Objective 1 - Infrastructure Condition Assessment

Strengthen our infrastructure risk assessment process to prioritize investments in the replacement, rehabilitation, and/or repair of infrastructure.

- Complete above-ground facility condition assessment.
 - Pump stations: 30 evaluated, 67 remain.
 - Tanks: 99 evaluated 31 remain.
- Review for greater robustness and transparency the ongoing prioritization process of pipeline replacement jobs through criteria, including assessment of age, leak history, probability and consequence of failure, and material type.
- Perform condition assessments for large infrastructure such as dams and treatment plants.
- Complete Facilities Master Plan assessing workplace infrastructure including administration building, corporation yard, and watershed facilities to identify the needs to be incorporated into the capital planning effort.
- Identify above-ground infrastructure hardening needs that provide a greater level of protection against wildfire and incorporate them into the capital planning and prioritization efforts.
- Identify single points of failure throughout the water system and incorporate them into the capital planning and prioritization efforts.
- Review industry standard security measures across the water system and identify needs for improvement and incorporate them into the capital planning and prioritization efforts.
- Complete the Water System Master Plan and utilize the information to identify opportunities to simplify the system by reducing the number of tanks and pump stations.

Objective 2 - Capital Planning

Collaborate with the Capital Steering Committee to identify infrastructure projects evaluated through the condition assessment process and establish an associated timeline to implement the projects based on the projected capital budget.

- Incorporate data from “Objective 1 – Infrastructure Condition Assessment”, along with other District planning efforts into District-wide capital planning to develop infrastructure investment scenarios for 10- and 30-year horizons.
- Continue to identify grant opportunities to offset costs borne by ratepayers.
- Evaluate bond funding opportunities for large capital projects that provide generational value.

Objective 3 - Capital Project Delivery

Incorporate innovative processes and staffing solutions into our execution of future infrastructure projects to maximize the use of staff time, reduce costs, and streamline implementation of an increased capital project workload.

- Assess resource needs to meet the increased capital improvement program, including leveraging District staff with support from external engineering consultant firms.
- Establish on-call contract(s) to provide expedited repairs on projects too large for District crews but too small for standard design, bid, and build workflows.
- Execute on-call contracts with engineering firms to streamline consulting work without having to execute multiple contracts for the same type of work, i.e., geotechnical and electrical engineering.
- Review and update necessary sections of the District’s contract specifications to the most current industry standards.
- Explore the opportunity for innovative approaches to project implementation, including design-build options for larger capital projects.
- Continue working with local municipalities to achieve a more cost effective approach to paving restoration requirements.

Objective 4 - Operations and Maintenance

Evaluate our operations and maintenance program to ensure that staff has the knowledge and skill sets to efficiently operate and maintain our system.

- In recognition of a significant staff turnover in Operations, develop a focused training plan for the Division to ensure effective operation and maintenance of our system.
- Establish standard operating procedures to support training and provide for transfer of institutional knowledge.
- Encourage staff involvement in industry associations to provide learning opportunities.
- Review the organizational structure of Operations, including classifications, to ensure the most effective utilization of District resources.
- Identify opportunities to implement technological advancements in equipment and practices to improve efficiencies.

Objective 5 - Energy Planning

Seek opportunities to reduce our carbon footprint and energy costs through infrastructure projects and planning.

- Meet new fleet vehicle regulatory changes including the expansion of the District's fleet to electric vehicles and needed EV charging stations.
- Evaluate pump station rehabilitation projects to determine the feasibility of supplementing prime power with alternative energy and compare it with system efficiency upgrades to determine life-cycle cost savings.
- Engage in discussion with the Board on carbon neutrality to establish appropriate goals, policies, and direction.
- Review and evaluate the application of micro-turbine technology where applicable as an energy recovery and cost-saving option.
- Evaluate renewable power opportunities throughout the District.

Objective 6 - Emergency Response Readiness

Plan and prepare for emergencies to ensure it can maintain critical operations through fire, floods, earthquakes, and other catastrophic events and effectively manage the disaster recovery process.

- Update the District's emergency response plan to reflect current needs, priorities, and threats.
- Conduct a minimum of two annual tabletop exercise involving the District's Emergency Operations Center (EOC) to ensure emergency readiness.
- Conduct yearly reviews of the District's dam Emergency Action Plans (EAP) for each of the seven dams and coordinate tabletop exercises with the Marin County Office of Emergency Services and other stakeholders every five years to ensure District and local first responders are familiar with the dam EAPs.
- Participate in emergency preparedness trainings in coordination with Marin County Office of Emergency Services on countywide emergency response scenarios.
- Establish FEMA-compliant contracts for engineering and construction services that are ready to be executed following an emergency.
- Continue to assess and identify opportunities to reduce risk throughout the District.

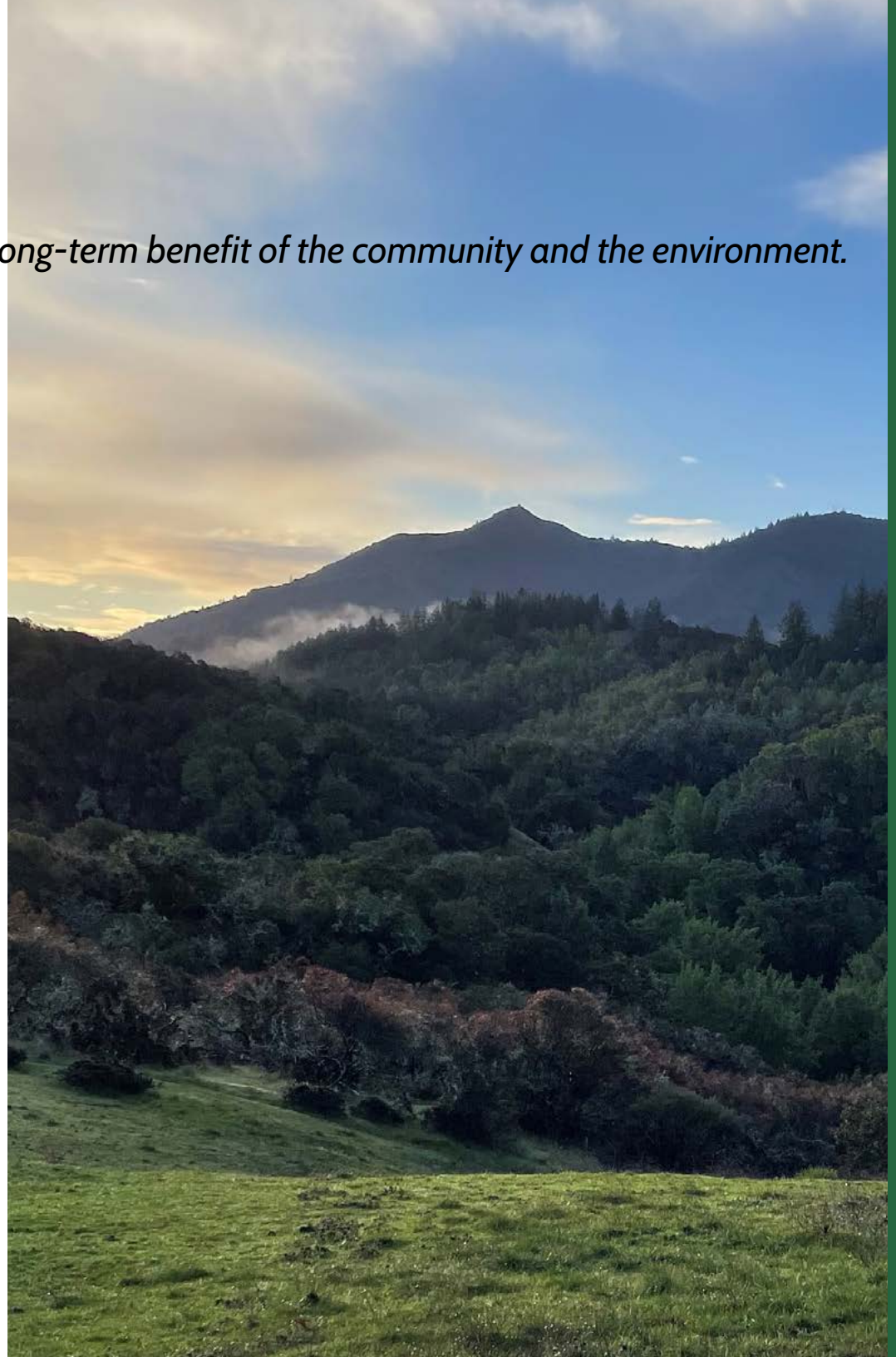
GOAL 3

Watershed Stewardship

Protect and manage Marin Water lands for the long-term benefit of the community and the environment.

Marin Water's 19,800 acres of watershed lands provide 75% of the District's water supply and support the region's rich biodiversity.

This Watershed Stewardship Goal encapsulates Marin Water's dedication to multifaceted initiatives that span environmental stewardship, wildfire resiliency, watershed restoration, the enhancement of watershed facilities, and the support for education and recreation, which connects the community to their watershed lands.



Five-Year Objectives

Objective 1 - Creek Restoration

Strive to protect and restore watershed lands and improve upland habitat and streams to establish a resilient landscape that can help buffer against climate-induced risks. Through active restoration and monitoring we will help the community steward the unique biological resources of the Mt. Tamalpais Watershed and Lagunitas Creek.

- Implement 13 restoration sites as part of the Lagunitas Creek Watershed Enhancement Plan in collaboration with State Parks, funding partners, and resource agencies to enhance critical habitat and geomorphic processes that sustain threatened and endangered species.
- In alignment with the Lagunitas Stewardship Plan (LCSP), complete annual fisheries lifecycle monitoring and habitat enhancement effectiveness monitoring and coordinate with the Lagunitas Technical Advisory Committee and regional monitoring efforts to update the LCSP.
- Integrate new monitoring technology by expanding a network of Passive Integrated Transponders Antennas to improve fisheries monitoring data.
- Provide technical expertise to support regional restoration planning efforts for Walker Creek and other watersheds within District boundaries; participate in technical conferences, regional working groups, and collaborative research efforts to share restoration methods and fisheries monitoring data.

Objective 2 – Watershed Resiliency to Wildfire

Continue implementing multi-benefit restoration treatments to maintain a resilient watershed by scaling up the Biodiversity, Fire, and Fuels Integrated Plan (BFFIP) and One Tam Forest Health Strategy. Through proactive management and collaboration with regional partners, we will advance landscape-scale stewardship efforts on watershed lands that will help safeguard our communities, ecosystems, and water resources for a resilient and sustainable future.

- Maintain effective partnerships between watershed rangers and local, regional, and state emergency response agencies to ensure strong interagency collaboration that supports emergency response and mitigation strategies.
- Sustain organizational capacity to increase the pace and scale of the BFFIP and enhance forest restoration, protect water infrastructure, manage invasive plants, and achieve wildfire risk reduction.
- Advance strategic partnerships for regional resiliency planning and collaboration to secure funding for stewardship activities outlined in the BFFIP and as part of other long-term watershed restoration efforts.
- Support workforce development by advancing the Ranger Trainee Program in partnership with California Conservation Corps, California Conservation Corps North Bay, AmeriCorps Programs, and other regional natural resources and wildfire training efforts.
- Replace aging wildland firefighting and vegetation management equipment to ensure we have the operational capabilities for emergency response and forest restoration and fuel reduction.

Objective 3 – Stewardship

Foster collaboration with the community, creating a strong connection between the public and the Mt. Tamalpais Watershed. Advance stewardship and climate adaptation strategies through technical studies and regional partnerships. By participating in our volunteer program, community members can contribute to preserving our water supply, protecting biodiversity, and caring for our shared natural resources.

- Sustain annual biological monitoring to inform scientific knowledge of the watershed and to support environmental compliance for District operations and long-term planning.
- Engage and contribute technical expertise as part of regional research and stewardship efforts through One Tam, TOGETHER Bay Area, the Golden Gate Biosphere Network, the Federated Indians of Graton Rancheria, and regional research efforts.
- Evaluate opportunities for integrating regional restoration and stewardship

plan priorities into watershed restoration efforts.

- Lead habitat restoration, trail maintenance, environmental education, and community science projects and programs that provide opportunities for the community to engage in stewardship, improve the health of the watershed, and make a positive impact on the environment.
- Advance natural resources interpretation offering to help advance community education and awareness of the watershed's unique biodiversity and water resources.

Objective 4 - Recreation

Maintain a welcoming, enriching environment to support visitors engaged in nature-based recreational activities. Watershed visitation will be balanced with water quality protection and connecting visitors to the watershed through recreational opportunities and stewardship initiatives.

- Complete Watershed Recreation Management Planning Feasibility Study to support visitors and protect watershed water resources and biodiversity as an ongoing adaptive management strategy and evaluate the District's staffing capacity to carry out this strategy.
- Complete the Azalea Hill Trail Restoration Project through enhancement of trail facilities and removal of social trails to restore sensitive habitats.
- Improve watershed trails by replacing aging infrastructure to establish a more sustainable trail system with a focus on multi-benefit efforts such as West Peak Restoration and Cataract Trail.
- Create nature-based self-guided tours and outreach materials to help educate the community about the watershed's biodiversity, water resources, wildfire issues, and climate change.
- Evaluate priority roads and trails to inform adaptive management and guide improvements to recreational facilities, including trails, fire roads, picnic areas, parking lots, restrooms, and habitat restoration opportunities.
- Evaluate opportunities for integrating regional restoration and stewardship plan priorities into watershed restoration efforts.
- Lead habitat restoration, trail maintenance, environmental education, and community science projects and programs that provide opportunities for the community to engage in stewardship, improve the health of the watershed, and make a positive impact on the environment.
- Advance natural resources interpretation offering to help advance community education and awareness of the watershed's unique biodiversity and water resources.

Objective 4 - Recreation

Ensure that watershed facilities are operational and well-kept, to support four critical needs: emergency response readiness, water system operations, visitor access for recreational and educational purposes, and ongoing environmental restoration efforts.

- Carry out multi-benefit watershed maintenance projects that preserve the function of watershed facilities while improving the watershed's natural resources and environmental assets.
- Complete an update to the Roads and Trails Management Plan to integrate modern best management practices and support ongoing maintenance of watershed facilities to protect water quality, support a sustainable road and trails network, preserve biodiversity, and provide the community with facilities that support nature-based experiences on the watershed.
- Integrate watershed facilities into the Facilities Planning process to guide key updates to Sky Oaks Headquarters and maintenance yards and explore opportunities for environmental education spaces and visitor infrastructure.
- Maintain existing watershed housing and evaluate opportunities for watershed seasonal employee housing to remove barriers for early career professionals to work in the natural resources field in Marin County.

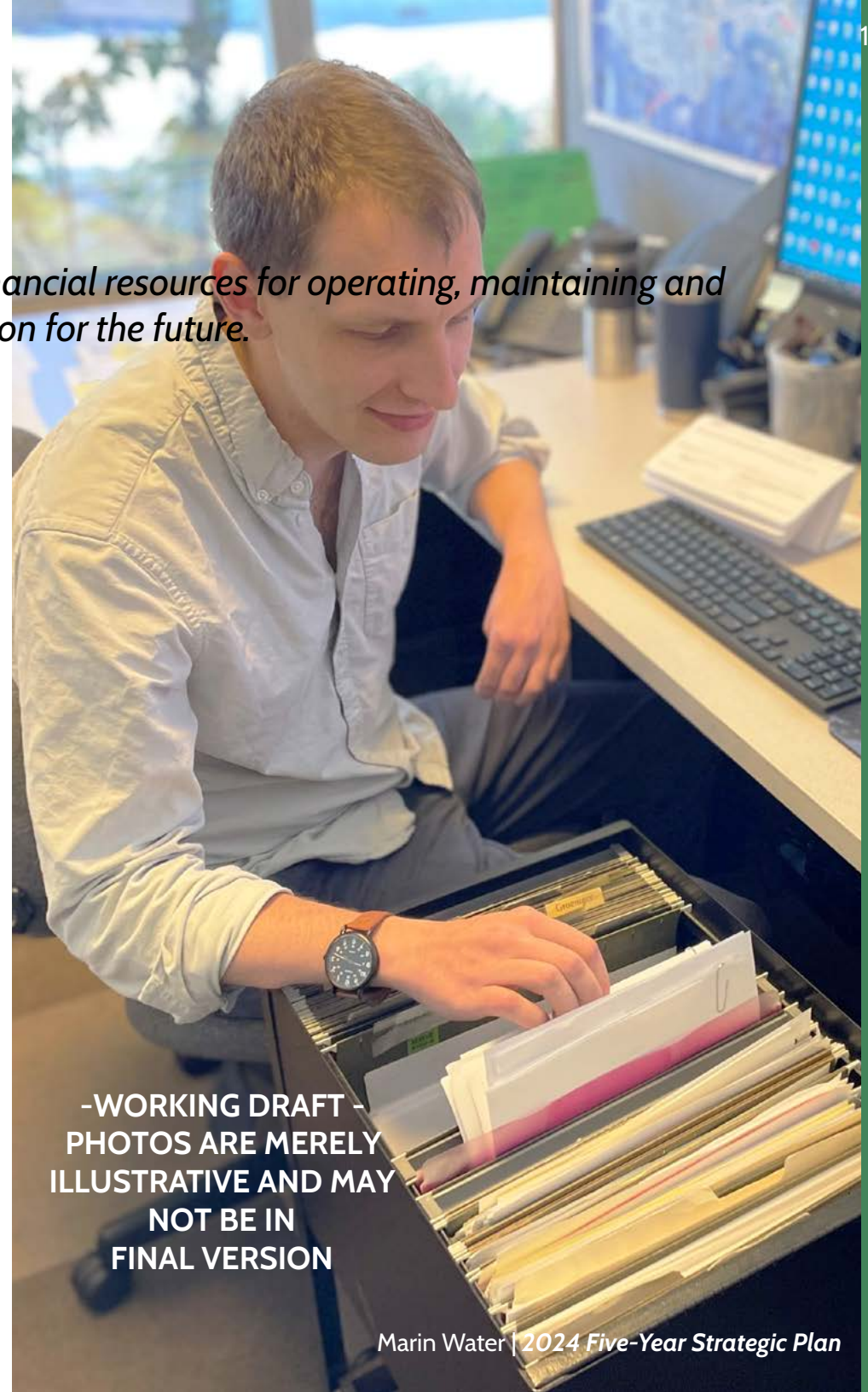
GOAL 4

Fiscal Responsibility

Judiciously manage customer revenue and other financial resources for operating, maintaining and upgrading the water system today and in preparation for the future.

As a public agency, all revenues received by Marin Water are reinvested into the water system, and customer water rates are the primary source of Marin Water's revenue, providing 95 percent of the District's funding.

With a relatively small and stable ratepayer base, it is especially imperative for the District to prioritize financial stability and cost-effective operations to maximize the value of local ratepayer funds.



**-WORKING DRAFT -
PHOTOS ARE MERELY
ILLUSTRATIVE AND MAY
NOT BE IN
FINAL VERSION**

Five-Year Objectives

Objective 1 - Financial stability

Utilize reserves and invest in infrastructure consistently and predictably to minimize the rate impact on customers when unforeseen events occur.

- Establish stabilization reserves to mitigate annual revenue fluctuations.
- Support the development of a long-term capital improvement program that ensures an appropriate and stable level of investment.
- Regularly update fees, rents, and other non-rate revenues to maintain pace with inflation.

Objective 2 - Fair, equitable, and proportional rates

Under the legal framework of Proposition 218, continuously evaluate the effectiveness of the rate structure to ensure it produces sufficient revenue while maintaining a balance of affordability and proportionality.

- Conduct a connection fee study to fully capture the cost of current and future infrastructure needs.
- Evaluate the District's low-income program and identify strategies to ensure qualified customers are enrolled.
- As part of the 2027 rate-setting process, conduct a cost-of-service study to ensure charges are proportional and reflective of current demand trends.
- Implement a robust outreach plan throughout the 2027 rate-setting process to inform customers about proposed changes.

Objective 3 - Cost-effective business processes

Implement operational practices that increase efficiencies to maximize the value of ratepayer revenues.

- Update the enterprise resource planning system (SAP) to streamline routine processes and provide improved data analytics.
- Evaluate opportunities to leverage external resources that can improve operational efficiencies.
- Minimize the cost of financing by maintaining a very high (AA or better) credit quality rating.
- Increase the use of online bill payments and electronic payments to reduce banking and printing costs.
- Streamline the application process for discount programs and leak adjustments.

Objective 4 – Outside funding to reduce financial impacts on ratepayers

Seek alternative revenue sources to minimize the impact of future rate increases on customers.

- Pursue Water Resources Development Act (WRDA) funding for water storage improvement projects.
- Prudently utilize bond funding to spread infrastructure funding costs over time.
- Develop and secure grants from state and federal agencies to increase the District's capacity to advance key initiatives.
- Obtain Water Infrastructure Finance and Innovation Act (WIFIA) program loans to maximize financial flexibility for projects with longer construction cycles.
- Leverage regional partnerships to increase state and federal funding opportunities.

Objective 5 - Financial transparency

Maintain transparency in all aspects of financial operations.

- Improve online tools for customers to understand their bill.
- Conduct bi-annual reviews of fiscal policies.
- Publish quarterly financial summaries.
- Conduct regular internal and external financial audits.
- Proactively communicate to customers about successful grant applications as well as the District's specific investments in infrastructure projects, water supply roadmap efforts, and watershed restoration milestones to highlight how revenues are being allocated.

GOAL 5

Organizational Excellence

Support and sustain an innovative organization that lives by its values, leads by example, delivers valued benefits for its customers, and is regarded as an employer of choice.

Marin Water, with 25 departments and nearly 250 employees, is primarily responsible for the clean and reliable delivery of water to more than 191,000 people. Behind that service delivery is a complex water system requiring specialized expertise, modernized technology, efficient operations, and a wide number of customer touchpoints and opportunities for engagement – all of which require the organization to perform at its best.

To perform at its best, staff must understand the key priorities of the organization and feel job satisfaction, so they are inspired to provide excellent service. Trust and respect for the unique skills and experience each employee brings to their role in the organization is also paramount to collaboration, creativity and efficiency in the delivery of service to customers. There must also be opportunities for knowledge sharing with industry professionals inside and outside the organization to strengthen succession planning and to continue to evolve and implement the latest industry-wide trends and standards into our operations.

This goal represents the District's commitment to delivering best-in-class service to our customers through ongoing organizational improvements, cutting edge programs and processes, and continual development of the most important asset of our water system – our workforce.



-WORKING DRAFT -
PHOTOS ARE MERELY ILLUSTRATIVE
AND MAY NOT BE IN
FINAL VERSION

Five-Year Objectives

Objective 1 – Organizational Culture and Values

Cultivate a meaningful work environment to successfully recruit, retain and develop an engaged, high-performing, mission and values-focused team.

- Strengthen the employment webpage, job portal and recruitment advertisement materials to help attract diverse candidates and better promote the Marin Water team and our accomplishments, brand and culture.
- Continue to grow relationships with community-based organizations and explore new partnership opportunities with local colleges and trade schools to connect local community members, particularly those in underserved communities, with Marin Water career opportunities.
- Redesign and implement a comprehensive and welcoming onboarding process that connects newly hired employees to procedures and District resources that support the employee's success in their role.
- Complete diversity, equity and inclusion training throughout the organization and fold it into the District's onboarding process to help foster a sense of belonging across the workforce.
- Develop a broad-based employee training program that provides continued core leadership training for managers and supervisors, implements a needs assessment and training for technical staff and soft skills for all District staff, and establishes career track training that support career advancement.
- Engage staff to evaluate our current recognition and appreciation programs, research employer best practices and refresh the District's employee recognition and appreciation programs.
- Ensure integration of staff input into District decision-making through strengthened two-way internal communication strategies that better engage all staff in the business of the District and provide opportunities for employee feedback.
- Increase employee engagement and organizational improvement through periodic employee surveys, with the next one to be distributed in 2024, and implement follow-through initiatives.
- Through our safety program, maintain a culture of workplace safety through a continuous commitment to education, training, compliance and communication.
- Assess and evaluate the District's current work facilities to identify needed upgrades and enhancements to support a safe and productive work environment.

Objective 2 – Customer Experience

The District will seek opportunities to enhance the customer experience at every touchpoint. resources for a resilient and sustainable future.

- Perform an accessibility audit of our public facilities, customer programs, and outreach resources to identify and implement modifications that improve access for all customers.
- Deploy internal protocols and tools to strengthen key messaging and visual brand identity to ensure consistency through every customer interaction throughout the organization.
- Establish tools that can be used for expedient geo-targeted communication to customers impacted by service interruptions due to main breaks or other temporary system shutdowns.
- Use customer survey data, census information, water use reports, and digital analytics to drive decision-making for customer communication strategies and targeted outreach campaign development for conservation programs.
- Broaden customer awareness of our service value and our progress on key priorities and initiatives through creative public relations campaigns, interpretive signage, video, point-of-service displays, new technologies, community events and District volunteer opportunities.
- Host open houses and school field trips at the watershed and treatment plant focused on building enthusiasm and interest for careers in the water industry among youth and explore the development of virtual tour options and teaching a curriculum that can also interactively bring these facilities into the classroom.

Objective 3 - Industry Engagement, Growth & Leadership

Engage with the water industry to seek knowledge and best practices from other professionals and to contribute our own expertise and experiences to the field.

- Ensure that management and staff participate in industry associations to learn, share and bring back best practices and innovations to the District for managing water resources, operations, watersheds, finances, human resources, communications, and other core services.
- Participate in professional development opportunities, including pursuing association committee seats, presenting on conference panels and seminars, submitting cutting edge projects and papers for industry awards, and assembling teams to represent the District at regional and statewide industry operations challenges.
- Continue to build collaboration and communication with other water districts, key government agencies, stewardship networks, and stakeholder organizations.

Objective 4 - Technology, Innovation, and Process Improvements

Strengthen efficiencies, business services, and innovation by modernizing essential processes, partnering with others and investing in strategic technology.

- Develop and roll out a modern, secure intranet that will provide effective information exchange and collaboration among departments and teams.
- Provide an employee self-service function for accessing payroll, timekeeping, and other administrative functions.
- Create a program that fosters and incentivizes staff to identify, suggest, and use modern processes and technologies to improve workplace efficiency.
- Partner with academic institutions to research and solve the most pressing challenges for Marin Water and the water industry, and support use of the watershed as a research ground for academia, when appropriate.
- Strengthen succession planning by identifying and addressing gaps in documented standard operating procedures (SOPs) and ensuring an overlap of training for key positions.
- Begin conversion to advanced metering infrastructure (AMI) across the service area and develop and launch associated customer portal to increase customer awareness of water use.
- Complete a selection process for upgrading the current enterprise resource planning system (SAP) and implement the upgrade to ensure maximized system use and integration capabilities across various operational functions.
- Replace the online customer bill pay system with a new system that improves self-service options for customers.

Progress Reporting

The five strategic goals and 24 objectives set the overall direction and priorities for Marin Water for the next five years into early 2029. These goals and objectives also include 113 actions that represent the best understanding today of the actions needed to advance the goals and objectives. The District expects that new information will be learned as actions are implemented and conditions and circumstances will change and evolve throughout this time. Therefore, the Board of Directors and staff will apply an adaptive management approach for reporting progress and adjusting action plans to advance the goals.

Planning, managing, and reporting for each goal will be accomplished through annual work plans. At the annual Board of Directors retreat held early in each new calendar year, staff will review and report on the following for each goal:

- Progress and accomplishments on the objectives and actions identified.
- Learnings and innovations from the previous year.
- Assessment of the long-term progress toward the goal.
- Adjustments and changes based on progress or changing circumstances.
- Planned actions, resources, and partnerships for the coming year.

Each work plan will be reviewed and discussed with the Board of Directors during the annual retreat to review and confirm overall direction and define the actions, budget, and resources for the next fiscal year.

To provide periodic updates on the progress of annual work plans throughout each year, staff will provide updates to the Board of Directors during regularly scheduled board meetings on a quarterly basis.

Graphic representing process to go here

BACK INSIDE COVER PHOTO TO GO HERE



220 Nellen Ave
Corte Madera, CA 94925



UPCOMING MEETINGS

This schedule lists upcoming Marin Water Board of Directors meetings and committee meetings as well as upcoming agenda items for the next month. The schedule is tentative and subject to change pending final publication and posting of each meeting agenda.

Internal Meetings		
Meeting Date	Meeting Type	Key Item(s)
Thursday, Jan. 25, 2024 9:30 a.m.	Finance & Administration Committee Meeting/Special Meeting of the Board of Directors	2023 Comprehensive Annual Financial Report
Tuesday, Feb. 13, 2024 6:30 p.m.	Board of Directors' Regular Bi-Monthly Meeting	
Thursday, Feb. 15, 2024 9:30 a.m.	Finance & Administration Committee Meeting/Special Meeting of the Board of Directors	
Friday, Feb. 16, 2024 9:30 a.m.	Operations Committee Meeting/Special Meeting of the Board of Directors	Lead and Coper Update

External Meetings	
Meeting Date	Meeting Type
Friday, Feb. 2, 2024 9:30 a.m.	North Bay Watershed Association
Monday, Feb. 5, 2024 9 a.m.	Sonoma Water Advisory Committee/Technical Advisory Committee