



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

Tuesday, May 21, 2024 at 6:30 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

Outside location for Director Larry Russell, Red Hawk Resort Hotel, Business Center, 1 Redhawk Parkway, Placerville, CA 95667

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://marinwater.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) - None.**
- 4. Reconvene to Open Session; Closed Session Report Out - Not applicable.**
- 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. Board Committee Reports**

Each Committee Chair or Vice Chair will provide a report on recent committee meetings. Directors may ask questions or provide brief comments or requests for additional information on an item.

- 8. 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' Special Meeting on April 25, Regular Meeting on April 30, and Special Meeting on May 1

RECOMMENDATION: Approve the meeting minutes

- b.** General Manager's Report April 2024

RECOMMENDATION: Approve Report

- c.** Emergency Contracting Provisions West Peak Power Pole Removal

RECOMMENDATION: Adopt a resolution approving the continuing use of the District's emergency contracting procedures for West Peak Emergency Power Pole Removal, to Pinnacle Power Services as executed by the General Manager to ensure prompt removal of downed and partially downed power poles and associated infrastructure at West Peak

- d.** Approve Updates to Board Travel Reimbursement and Compensation Policies

RECOMMENDATION: Approve revised Board Policy No. 41 (Travel Reimbursement) and Board Policy No. 42 (Compensation)

- e.** Conveyance of Easement to Marin County for Widening of Pt. Reyes - Petaluma Road

RECOMMENDATION: Approve and authorize the General Manager to finalize and execute an easement agreement and any related documents with the County of Marin for the widening of Pt. Reyes - Petaluma Road

- f.** FY 2025 Purchase of Water Treatment Chemicals

RECOMMENDATION: Authorize the General Manager to execute agreements for the purchase of water treatment chemicals in an amount not to exceed \$2,326,866

g. Water Efficiency Program – Proposed Changes to Incentives

RECOMMENDATION: Approve the proposed changes to the District water efficiency incentives

h. Microsoft Enterprise Agreement

RECOMMENDATION: Authorize the General Manager to finalize and execute a Licensing Solution Provider Agreement with Dell Marketing LP to provide Microsoft M365 Services in an amount not to exceed \$434,351 over a three-year period

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

a. Award of Contract No. 2022 for the Lagunitas Creek Coho Habitat Enhancement Phase 1A Project (GC-21001), Approval of ESA Contact MA 5884 Amendment No. 2, and Approval of CDFW Grant Resolution Accepting Funds for the Phase II Design Work

RECOMMENDATION:

1. Approve a resolution awarding Contract No. 2022 for the Lagunitas Creek Coho Habitat Enhancement Project to Hanford Applied Restoration & Conservation
2. Approve contract Amendment with ESA for Design of Phase 2 and Construction Support Services for Phase 1A and 1B
3. Approve California Department of Fish and Wildlife Grant Resolution to accept funds for design of Phase 2

b. Legislative Update

RECOMMENDATION: Receive a legislative update and consider adopting a position of support on Senate Bill (SB) 867 and Assembly Bill (AB) 2257

10. 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, which may include Board interest in adding future meeting items. The schedule is tentative and subject to change pending final publication and posting of the meeting agendas.

a. Upcoming Meetings

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

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

13. Adjournment (7:45 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: 05-17-2024



STAFF REPORT

Meeting Type: Board of Directors
Title: Minutes of the Board Directors’ Special Meeting on April 25, Regular Meeting on April 30, and Special Meeting on May 1
From: Terrie Gillen, Board Secretary
Through: Ben Horenstein, General Manager
Meeting Date: May 21, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve the meeting minutes

SUMMARY: The Board of Directors held a special meeting for a closed session on April 25th and a regular bi-monthly meeting on April 30th. The Board also held a special meeting on May 1st for a Water Efficiency Master Plan Workshop. The minutes of those meetings are attached.

DISCUSSION: None.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

1. Draft Minutes of the Board of Directors’ Special Meeting on April 25, 2024
2. Draft Minutes of the Board of Directors’ Regular Bi-Monthly Meeting on April 30, 2024
3. Draft Minutes of the Board of Directors’ Special Meeting on May 1, 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' SPECIAL MEETING

Thursday, April 25, 2024 at 6:00 PM

MINUTES

LOCATIONS:

Open Session to start at or after 6:00 p.m.

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

Outside location for Director Larry Russell – Contractors State License Board, First Floor Lobby, 9821 Business Park Drive, Sacramento, CA 95827

Closed Session immediately following

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

Public Participation:

The public attended this meeting in-person or remotely using one of the following methods: on a computer or smart device, <https://marinwater.zoom.us/j/88134852296>, or by phone, 1-669-444-9171, using Webinar ID# 881 3485 2296.

AGENDA ITEMS:

1. Call to Order and Roll Call

Board President Ranjiv Khush called the meeting to order at 6 p.m.

DIRECTORS PRESENT

Larry Russell
Monty Schmitt
Jed Smith
Matt Samson
Ranjiv Khush

2. Adoption of Agenda

A motion was made by Director Schmitt and seconded by Vice President Samson to adopt the agenda.

There were no public comments.

The agenda was adopted.

3. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s)

President Khush announced the Closed Session Item.

There was no public comment.

The Board convened to Closed Session and went to the Mt. Tam Conference Room at 6:03 p.m.

a. Public Employee Performance Evaluations

(Government Code §54597)

Titles: General Manager and General Counsel

4. Reconvene to Open Session; Closed Session Report Out

The Board adjourned the Closed Session, left the Mt. Tam Conference Room, and reconvened to the Board Room.

President Khush announced that the Closed Session adjourned at 8:50 p.m. with no reportable action.

5. Adjournment

There being no further business, the Board of Directors' Special Meeting adjourned at 8:51 p.m.

Board Secretary



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

Tuesday, April 30, 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

Outside location for Director Larry Russell - Contractors State License Board, First Floor Lobby, 9821 Business Park Drive, Sacramento, CA 95827

Closed Session to immediately follow

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

Public Participation:

The public attended this meeting in-person or remotely using one of the following methods: on a computer or smart device, <https://marinwater.zoom.us/j/88134852296>, or by phone, 1-669-444-9171, using Webinar ID: 881 3485 2296.

AGENDA ITEMS:

1. Call to Order and Roll Call

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

DIRECTORS PRESENT

Larry Russell
Monty Schmitt
Matt Samson
Ranjiv Khush

DIRECTOR ABSENT

Jed Smith

2. Adoption of Agenda

A motion was made by Director Schmitt and seconded by Vice President Samson to approve the agenda.

There were no public comments.

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

Absent: Director Smith

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 three (3) public comments.

6. Directors' and General Manager's Announcements

President Khush, Vice President Samson, and Director Russell reported that they attended the North Bay Watershed Association's Annual Conference on April 19th, and commented on some of the topics that were discussed, such as job trainings and the Department of Water Resources' California Climate Water Vulnerability Assessment.

7. Board Committee Reports

Finance & Administration Committee Vice Chair Monty Schmitt provided highlights of items discussed at the Finance & Administration Committee Meeting/Special Meeting of the Board of Directors on April 25, 2024.

8. Consent Items

- a. Minutes of the Board Directors' Regular Bi-Monthly Meeting on April 16, 2024

RECOMMENDATION: Approve the meeting minutes

- b. Emergency Contracting Provisions West Peak Power Pole Removal

RECOMMENDATION: Adopt a resolution approving the continuing use of the District's emergency contracting procedures for West Peak Emergency Power Pole Removal, to Pinnacle Power Services as executed by the General Manager to ensure prompt removal of downed and partially downed power poles and associated infrastructure at West Peak (**Resolution No. 8777**)

- c. Request to Fill Supervising Land Surveyor in the Engineering Division

RECOMMENDATION: Authorize the General Manager to recruit and hire one Supervising Land Surveyor in the Engineering Division

A motion was made by Vice President Samson and seconded by Director Schmitt to approve the Consent Calendar.

There were no public comments.

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

Absent: Director Smith

9. Regular Items

- a. Edwards Avenue Pipeline Replacement Project (D24028)

RECOMMENDATION: Authorize the General Manager to execute a reimbursement agreement between the City of Sausalito and Marin Municipal Water District for the Edwards Avenue Pipeline Replacement Project in an amount not-to-exceed of \$556,794

Engineering Director Alex Anaya introduced this item and the District's new Engineering Design Manager Zachary Talbott, who presented this project.

Discussion followed.

A motion was made by Director Schmitt and seconded by Vice President Samson to execute a reimbursement agreement with the City of Sausalito for the Edwards Avenue Pipeline Replacement Project.

There were no public comments.

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

Absent: Director Smith

- b. Spillway Capacity and Sub-Surface Condition Assessment

RECOMMENDATION: Authorize the General Manager to execute a professional services agreement with Black and Veatch in the amount of \$926,525 with a staff requested contingency of \$138,979, for a total not to exceed amount of \$1,065,504, for the Spillway Capacity and Sub-Surface Condition Assessment

Engineering Director Anaya introduced Engineering Planning Manager Elysha Irish, who provided a presentation on the proposed work assessment of the District's spillways and sub-surfaces and the proposed consultant who would be performing the evaluations.

There was one (1) public comment.

A motion was made by Director Schmitt and seconded by Vice President Samson to approve the professional services agreement with Black and Veatch to perform the District's spillways and sub-surface assessments.

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

Absent: Director Smith

- c. Update on the Water Supply Roadmap – Local Storage Alternatives

RECOMMENDATION: Receive an update on Water Supply Roadmap Local Storage Alternatives

Water Resources Director Paul Sellier and consultants Guilaine Roussel and Xavier Arias provided an overview of storage alternatives to increase the District's water supply, including presenting three possible alternatives for further evaluation.

Discussion ensued.

There were 10 public comments.

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

10. Future Board and Committee Meetings and Upcoming Agenda Items

- a. Upcoming Meetings and Agenda Items

For future items to be scheduled at upcoming Board meetings, President Khush requested staff to provide a summary of groups and associations in which the District currently holds membership, along with costs of each membership and an analysis of the benefits to the District.

A motion was made by Director Schmitt and seconded by Vice President Samson to support President Khush's item to be discussed at a future Board meeting.

Additionally, Vice President Samson requested that staff bring back to the Board a review of watershed fines around illegal activities.

A motion was made by President Khush and seconded by Director Samson to bring this item to a future Board meeting for discussion.

11. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s)

Director Khush announced that there would be a Closed Session regarding three liability claims.

There were no public comments.

The Board convened to Closed Session and went to the Mt. Tam Conference Room around 8:14 p.m. to discuss the following claims:

- a. **Liability Claim**
 (Government Code §54956.9 (d)(2) and (e)(3))
 Claimants: Dr. Esther Kim and Dr. Xavier Perez

b. Liability Claim

(Government Code §54956.9 (d)(2) and (e)(3))

Claimant: Sentinel Insurance Company

c. Liability Claim

(Government Code §54956.9 (d)(2) and (e)(3))

Claimant: The Hartford Casualty Insurance Company

12. Reconvene to Open Session; Closed Session Report Out

The Board of Directors came back to the Board Room at 9:15 p.m.

President Khush announced that the Closed Session adjourned at 9:14 p.m. with no reportable action.

13. Adjournment

There being no further business, the Board of Directors' regularly scheduled meeting adjourned at 9:16 p.m.

Board Secretary



NOTICE OF THE AMENDED BOARD OF DIRECTORS' SPECIAL MEETING

Wednesday, May 01, 2024 at 5:00 PM

MINUTES

LOCATIONS:

Open Session to start at or after 5:00 p.m.

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

Public Participation:

The public attended this meeting in-person or remotely using one of the following methods: on a computer or smart device: <https://marinwater.zoom.us/j/88134852296> or by phone, 1-669-444-9171, using Webinar ID #: 881 3485 2296.

AGENDA ITEMS:

1. Call to Order and Roll Call

President Khush called the meeting to order at 5 p.m.

DIRECTORS PRESENT

Larry Russell (*arrived at 5:09 p.m.*)

Monty Schmitt

Jed Smith

Matt Samson

Ranjiv Khush

2. Regular Item

- a. Water Efficiency Master Plan Workshop

RECOMMENDATION: Receive an update on the Water Efficiency Master Plan

Water Resources Director Paul Sellier introduced this item stating that conservation is an important factor in improving the District's water sustainability. Water Efficiency Manager Carrie Pollard provided an overview of the draft Water Efficiency Master Plan, including review of

customer usage, outcomes of the District’s conservation programs, and Advanced Metering Infrastructure (AMI). Communications & Public Affairs Manager Adriane Mertens reported on the District’s current community outreach and plans to engage customers in ways to reduce their water usage. Water Efficiency Manager Pollard then discussed proposed incentive changes and policy changes to maximize reduction of water use.

The Board provided feedback throughout staff’s presentations.

There were six (6) public comments.

This was an information item. Staff indicated that it would return to the Communications & Water Efficiency Committee Meeting/Special Meeting of the Board of Directors on May 15, 2024 with revisions based on the input received.

3. Adjournment

There being no further business, the Board of Directors’ Special Meeting adjourned at 7:15 p.m.

Board Secretary



STAFF REPORT

Meeting Type: Board of Directors
Title: General Manager’s Report April 2024
From: Ben Horenstein, General Manager
Meeting Date: May 21, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve Report

SUMMARY:

A. HIGHLIGHTS:

- The daily average net production for the month of April 2024 was 15.6 MGD compared to 16.3 MGD for the month of April 2023. Typical usage for April is 21.4 MGD.
- Staff executed a construction contract with Maggiora & Ghilotti for the Granada Drive Pipeline Replacement Project that will replace approximately 10,230 linear feet of leak prone, seismically deficient pipe with new welded steel pipe in coordination with the Town of Corte Madera’s street paving project to help minimize the impact to the community. Replacing the water main and service laterals ahead of the paving will ensure that the District has a seismically reliable, resilient and leak free water system within this neighborhood.
- Staff executed a construction contract with Maggiora & Ghilotti for the Sir Francis Drake Boulevard Pipeline Replacement Project that will replace approximately 4,510 linear feet of old leak prone cast iron pipe installed as early as 1924 within Sir Francis Drake Boulevard in the Town of San Anselmo. The project will be constructed within the summer months to minimize impact to the schools and communities along the project area.
- The water inlet gate to filter #1 at Bon Tempe Treatment Plant recently failed. Because of this, the filter remained out of service and the operational capacity of the plant was reduced. A plant shutdown was scheduled. During the shutdown, the filter beds and channel were drained to enable staff to perform repair and inspection on the gates. With a great amount of coordination and creativity, repair was made to inlet gates 1 and 2 and the plant was put back into service at full capacity.
- The District continued implementation of Year 5 of the Biodiversity Fire, & Fuels Integrated Plan through March 2024 with multiple Fuels Reduction and Invasive Weed Abatement Projects across the Watershed.

- The district continues to coordinate with CCNB on a Forestry Corps grant to remove invasive species and manage fuelbreaks across the watershed. Pile burning activities continued on the watershed in the vicinity of Pilot Knob, Sky Oaks rd. and in the Bon Tempe Treatment Plant vicinity.
- Staff submitted an abstract titled “Getting to know our dams” to the Association of State Dam Safety Officials (ASDSO) and the abstract was accepted for presentation at the yearly conference in September. Presenting this item at this national conference will allow staff to engage and network various professionals in our industry and provide staff the opportunity to learn more about dam safety and emergency management.

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								\$42,173,326	
Desal Feasibility Study	USBR	Desalination	2/28/23	Desalintation	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 Infrastructure	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	Funded	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	Funded	TBD	\$150,628.00	50%
Hazard Mitigation Program	FEMA	Natural Hazards	Jan-23	Treatment Plant Clarifiers	Funds to address seismic hazards in water treatment facilities	Open	NOI APPROVAL	\$22,000,000.00	25%
WaterSmart Energy Efficiency	USBR	Conservation	2/22/2024	AMI	Funding to expand AMI	Open	Environmental Compliance	\$1,000,000	50%
One Tam Forest Health Phase II	Cal Fire	Forestry Restoration	1/15/2024	BFFIP Implementation	BFFIP Implementation for 2-3 years	Notice of Award	CEQA	TBD	TBD
UPCOMING OPPORTUNITIES								\$0	
Hazard Mitigation Program	FEMA	Natural Hazards	Jan-23	Treatment Plant Clarifiers	Funds to address seismic hazards in water treatment facilities	TBD	NOI APPROVAL	TBD	25%
WaterSMART Planning & Design	USBR	Water Supply	5/20/2024	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	
Small Storage Program	USBR	Water Supply	Fall 2024	Phoenix Lake	Funding for new water supply projects	TBD	Approved Feasibility Studv	TBD	

DISCUSSION

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

B. SUMMARY:

1. Water Production:

	FY 2023/24		FY 2022/23	
	(million gallons)	(acre-feet)	(million gallons)	(acre-feet)
Potable				
Total production this FY	5,640	17,308	5,460	16,757
Monthly production, April	464	1,422	488	1,498
Daily average, April	15.45	47.41	16.27	49.93
Recycled				
Total production this FY	191.34	587.21	168.94	518.46
Monthly production, April	12.02	36.89	12.20	37.44
Daily average, April	0.40	1.23	0.41	1.25
Raw Water				
Total production this FY	38.84	119.20	42.81	131.38
Monthly production, April	0.00	0.00	0.00	0.00
Daily average, April	0.00	0.00	0.00	0.00
Imported Water				
Total imported this FY	1,746	5,359	986	3,025
Monthly imported, April	14	43	8	25
Reservoir Storage				
Total storage	25,842	79,306	25,799	79,173
Storage change during April	-85	-260	-128	-393
Stream Releases				
Total releases this FY	2,275	6,983	1,979	6,073
Monthly releases, April	125	384	111	341

2. <u>Precipitation:</u>	<u>FY 2023/24 (in.)</u>	<u>FY 2022/23 (in.)</u>
Alpine	47.33	56.96
Bon Tempe	41.66	55.07
Kent	48.85	53.34
Lagunitas *	49.52	46.32
Nicasio	33.70	45.07
Phoenix	47.64	64.93
Soulajule	32.70	45.27
* Average to date = 50.24 inches		

3. Water Quality:

<u>Laboratory:</u>	<u>FY 2023/24</u>	<u>FY 2022/23</u>
Water Quality Complaints:		
Month of Record	15	13
Fiscal Year to Date	76	127
 Water Quality Information Phone Calls		
Month of Record	13	8
Fiscal Year to Date	56	81

The WQ lab ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing 1,495 analyses on treatment plants and distribution system samples.

Mild steel corrosion rates averaged 0.99 (0.33-2.01) 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.

Disinfection Program: No new pipelines were disinfected during the month of April. Performed chlorination on 5 water storage tanks to ensure compliance with bacteriological water quality regulations.

Tank Water Quality Monitoring Program: Performed 23 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 1,495 water quality analyses, checked an additional 23 tanks for low chlorine residual, and treated 5 tanks for low chlorine in April 2024.

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)	0.05	≤ 0.10	0.03	≤ 0.10	0.04	≤ 0.10
Chlorine residual (mg/L)	2.80	2.75 *	2.77	2.75 *	2.97	2.75 *
Color (units)	0.7	≤ 15	0.6	≤ 15	0.3	≤ 15
pH (units)	7.9	7.8*	7.9	7.8*	8.2	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 project was winterized and temporarily suspended on January 31, and will restart August 1, 2024. Access is permitted 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 project was temporarily suspended in January due to the winter conditions and full reservoir levels. Work will resume in the summer.
- c. Redwood Drive Pipeline Replacement Project (CN1989): This project is a component of the District's Fire Flow Improvement Program and will install approximately 4,400 linear feet of 6-inch welded steel pipe to replace old, leak-prone, and fire flow deficient piping installed as early as 1913 in the unincorporated community of Woodacre.
- Project Budget: \$2,204,075.20
 - Monthly Activities: The Contractor has been installing water facilities along Redwood Drive and has completed more than 1,000 linear feet of water pipe installation.
- d. Wolfback Ridge Tanks Rehabilitation Project (CN2016): This project will replace the roof and recoat both the interior and exterior of each tank at Wolfback Ridge in Sausalito.
- Project Budget: \$950,000
 - Monthly Activities: The project was awarded for construction at the February 13 Board of Directors meeting and the contract has been executed. Preliminary submittal work is anticipated to begin late April, while on-site field work will not begin until October.
- e. Sir Francis Drake Pipeline Replacement Project (CN1996): This project will install approximately 4,540 linear feet of welded steel pipe to replaced aged, leak-prone cast iron pipe installed as early as 1924 on Sir Francis Drake Boulevard between San Francisco Boulevard and Butterfield Road. Water pipelines will also be replaced on Broadmoor Avenue and Saunders Avenue, each for approximately 250 feet from Sir Francis Drake.
- Project Budget: \$3,799,400
 - Monthly Activities: The project was awarded for construction at the April 16 Board of Directors meeting and the contract has been executed. Preliminary work including submittals and pre-construction meetings are underway, while field work may not begin until June 17 after school is out of session.
- f. Granada Drive Pipeline Replacement Project (CN2007): This project will install approximately 10,230 linear feet of welded steel pipe to replace old, leak-prone, and seismic-deficient piping in the Town of Corte Madera. The District coordinated with the Town to incorporate the Town's road reconstruction work into the District's project to minimize construction impacts to the community.
- Project Budget: \$5,564,384
 - Monthly Activities: The project was awarded for construction at the April 16 Board of Directors meeting and the contract has been executed. Preliminary work including submittals and pre-construction meetings are underway, while field work is anticipated to begin in May.

6. Other:

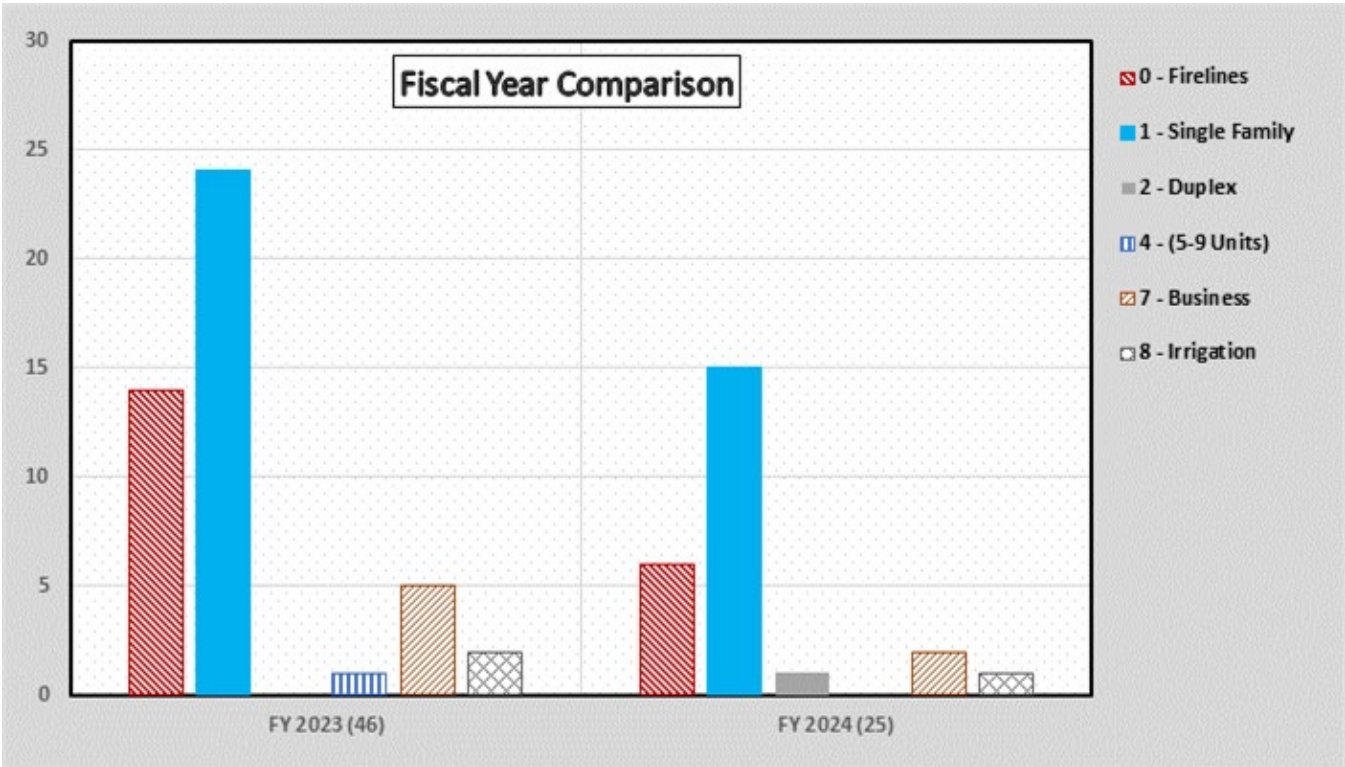
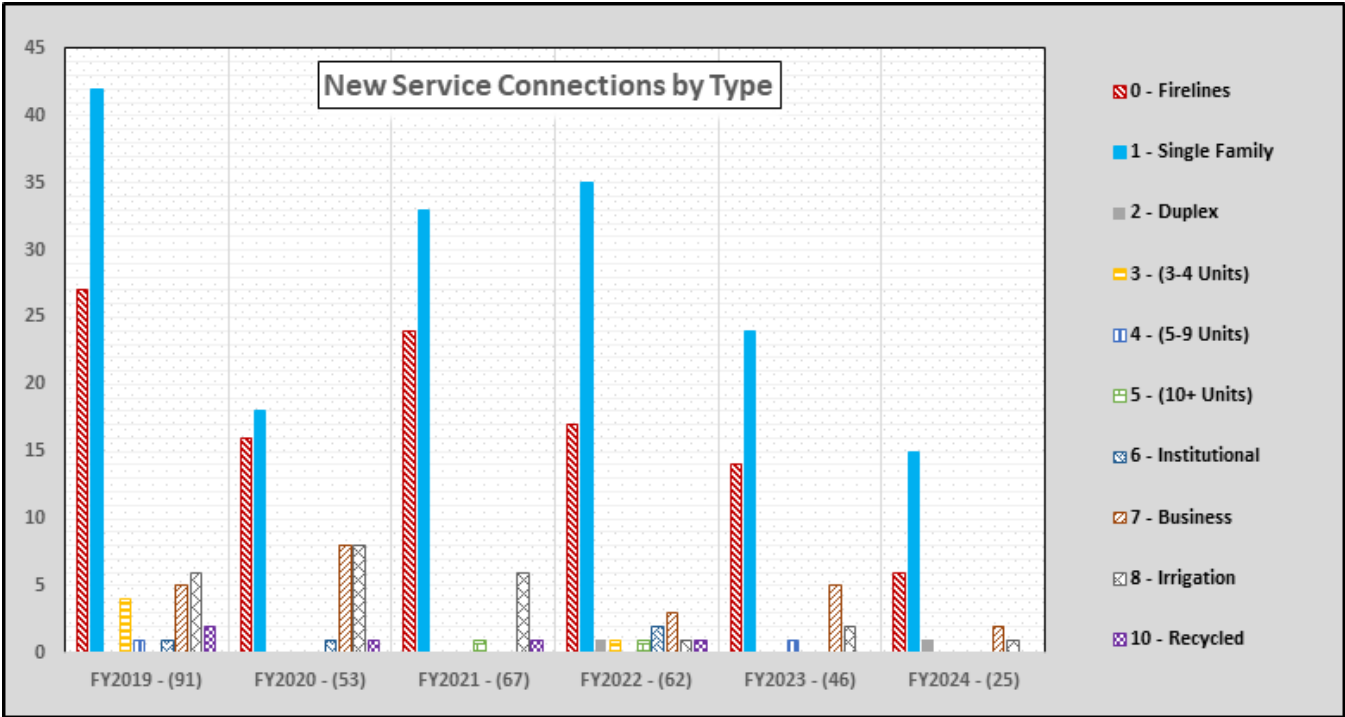
<u>Pipeline Installation</u>	<u>FY2023/24</u>	<u>FY2022/23</u>
Pipe installed during April (feet)	1,158	4,002
Total pipe installed this fiscal year (feet)	2,677	8,196
Total miles of pipeline within the District	908*	908*

** Reflects adjustment for abandoned pipelines*

<u>Pipe Locates (1,214 Responses)</u>	<u>FY2023/24</u>	<u>FY2022/23</u>
Month of April (feet)	23,012	15,080
Total this fiscal year (feet)	280,967	210,291

<u>Main Line Leaks Repaired:</u>	<u>FY2023/24</u>	<u>FY2022/23</u>
Month of April	9	12
Total this fiscal year (7/1/23-4/30/24)	106	155

<u>Services:</u>	<u>FY2023/24</u>	<u>FY2022/23</u>
Service upgrades during April	13	14
Total service upgrades this FY	150	134
Service connections installed during April	4	4
Total active services as of May 1st, 2024	60,572	60,513
(Total Including firelines)	61,959	61,873



7. Recruitments and Hires

The District is currently recruiting for the following positions:

- Associate/Assistant Engineer
- Controls Technician I/I
- Engineering Technician - Facilities Designer I
- Engineering Technician-Development Services Supervisor
- Intern (Pipe Locator)
- Water Conservation Specialist III
- Water Quality Intern

The District recently hired new employees for the following positions (since the last report):

- Natural Resources Technician – Limited Duration
- Watershed Aide - Vegetation Management (2 Hires)

8. Demand Management:

	Apr-24	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	290	291	731
Residential properties resi 3-5 (multi-family units)	0	5	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	9	136	72	100
Public Outreach and Education, Customer Service				
Public outreach events (number of people attending)	600	1622	17775	1602
Public education events (number of participants)	0	0	328	536
Department customer calls/emails	546	3303	4150	9508
Outreach to new Marin Water customers (letters sent)	235	1738	0	0
School Education				
School assemblies				
Number of activities	3	19	0	0
Number of students reached	3450	20700	0	0
Field trips				
Number of activities	3	15	15	0
Number of students reached	69	322	307	0
Classroom presentations				
Number of activities	0	12	17	0
Number of students reached	0	407	531	0
Other (e.g. Earth Day booth events, school gardens)				
Number of activities	4	4	1	0
Number of students reached	450	450	480	0
Incentives				
Number of HECWs approved	4	82	103	190
Number of Rain Barrel/Cisterns approved	1	9	15	76
"Cash for Grass" Turf Replacements approved	0	49	116	402
Number of Laundry-to-Landscape Systems (kits) approved	0	0	7	27
Hot water recirculating system rebates	0	5	30	122
Pool Cover rebates	4	25	27	298
HET rebates	1	11	22	92
Number of Smart Home Water Monitor "Flume Direct Distribution" redeemed	32	484	271	1568
Number of Smart Controllers rebates approved	2	31	35	69
Number of Smart Controllers "RainBird compatible w/Flume" approved	5	109	0	0
Number of Smart Controllers "Rachio Direct Distribution" approved	23	176	77	178
Advanced Metering Infrastructure (AMI)				
AMI leak letters sent to customers (>200 GPD)	99	1071	1168	1050
ORDINANCES				
Water Waste Prevention				
Water Waste Reports Received	25	162	392	4451
Water Waste Notifications Sent	2	33	81	0
Landscape Plan Review				
Plans submitted	10	103	88	77
Plans exempt	2	22	5	1
Plans completed	0	28	20	17
Plans in workflow (pass & fail)	12	152	145	123
Tier 4 Exemption				
Inspections that resulted in a pass	0	2	1	1
Graywater Compliance Form				
Applications Received (as of Dec 2019)	14	131	123	57
Systems installed	4	25	23	13

9. Watershed Protection:

Rangers Support Prescribed Burn Operations

Throughout the month of April, Rangers and Ranger Trainees have participated in pile-burning operations on the watershed. They have taken part in ignition, holding, and mop-up operations.



Ranger Trainees Sal Vasquez and Dianne Dollente

District fire apparatus has also been put into service. This includes our Type 3 wildland engine, water tender, and the Ranger's two Type 6 engines/patrol trucks equipped with powerful pumps and hundreds of feet of fire hose.



Ranger Type 6 supplying a hose line at a recent burn.

Rangers Complete the SAR Boot Camp

The District's 2 newest Rangers completed significant training milestones. They successfully finished the Marin County Search and Rescue Team's Boot Camp, which provides a solid foundation for responding to search and rescue incidents on the watershed. In April Marin Search and Rescue coordinated an overnight training on the watershed based out of the Sky Oaks Headquarters.

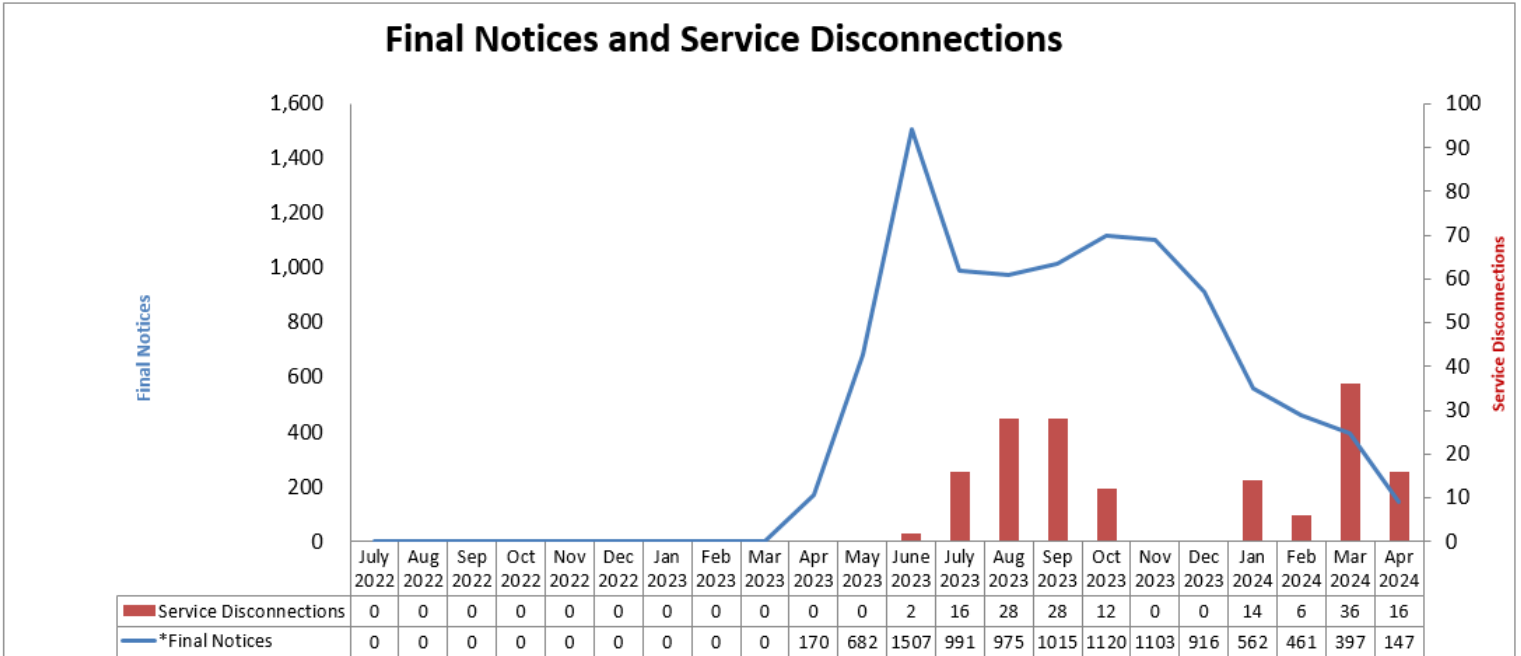
Incidents and Events	803
Visitor Assists	320
Warnings	142
Assist Watershed Maintenance	82
Dam Check	72
Citations	57
Fish and Game Contact	36
Fire Service	24
Misc Law Enforcement Calls	12
Preventative Search and Rescue	8
Vandalism	7
Misc. Call for Service	7
Medical Aid	6
Citizen Complaint: Illegal Bike Use	5
Citizen Complaint: Off Leash Dogs	5
Citizen Complaint: Recreational Impacts	4
Suspicious Circumstance	3
Illegal Trail Work	3
Citizen Complaint: Vehicle Speed	2
Citizen Complaint: Ebike use	2
Traffic Court Appearance: Guilty	1
Citizen Complaint: Bike Speed	1
Theft	1
Humane/Animal Related	1
Found Property	1
Lost Property	1
Citations	57
Non-Payment of Parking Fees	42
Obstruct Traffic/Parking within 6' of Center	12
Bike on Trail	2
Dog off Leash	1

They have also completed over 1100 hours of peace officer training, 120 hours of emergency medical technician training, and 60 hours of wildland firefighting training. Looking ahead, they will be undertaking 32 hours of Certified Interpretive Guide training later this year. This training is a crucial step towards their goal of completing over 1400 hours of total training, which is required for promotion from Park Ranger I to Park Ranger II.



10. Shutoff Notices and Disconnections:

*Final Notices
Service Disconnections
* Includes 10 day and final notices



FISCAL IMPACT

None

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Office of the General Manager	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Ben Horenstein General Manager	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Ben Horenstein General Manager



STAFF REPORT

Meeting Type: Board of Directors
Title: Emergency Contracting Provisions West Peak Power Pole Removal
From: Shaun Horne, Director of Watershed Resources
Through: Ben Horenstein, General Manager
Meeting Date: May 21, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Adopt a resolution approving the continuing use of the District’s emergency contracting procedures for West Peak Emergency Power Pole Removal, to Pinnacle Power Services as executed by the General Manager to ensure prompt removal of downed and partially downed power poles and associated infrastructure at West Peak

SUMMARY: Severe winter storms in early February resulted in winds of over 100 mph on the top of Mt. Tamalpais at West Peak. These storms resulted in severe damage to the remnant power lines and power poles that run through the Old Mill Valley Air Force Base at West Peak. Storm damage has compromised 49 poles on the District’s watershed lands that require immediate removal to protect public safety and 18 transformers.

DISCUSSION: The District owns and manages over 21,000 acres of watershed lands on Mt. Tamalpais and in west Marin. The District’s watershed lands are open to the public to enjoy. West Peak has numerous trails around and through the site that are routinely used by visitors. The site offers panoramic views of the Bay Area from the top of Mt. Tamalpais. However, the site is currently closed to all visitors due to storm damage that occurred and has made the site unsafe for those who may try to visit the area despite the closure. As a result of severe winter weather and wind, the District needs to take immediate action to remove the compromised and down power lines and poles.

Rangers identified the hazardous conditions at West Peak in February. Immediately after identifying the hazard, the District coordinated with PG&E to secure the site and disconnect the power lines from the PG&E facilities. Pinnacle Power responded to assess the site conditions and worked with the District’s Watershed Maintenance Division to develop a plan for removing and disposing of the compromised infrastructure.

Emergency Contracting Provisions

West Peak Emergency Power Pole Removal must occur on an emergency basis because:

1. A significant emergency exists with downed power poles, compromised poles, and the associated power line infrastructure at West Peak.
2. Immediate removal of downed power line infrastructure is necessary to remove the hazardous conditions and restore safe public access to the site.

District Code Section 2.90.055 (a) allows construction contracts to be awarded upon obtaining informal quotations without advertisement in significant emergencies or when repairs or replacements are necessary to permit continued operation or services by the District upon the approval of a four-fifths vote of the Board of Directors. This action is based on a finding that the emergency will not permit the delay, which would result from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

District Code Section 2.90.055 (b) allows the General Manager to award a contract for emergency services in order to respond to the exigent circumstances in a timely manner, and provided that the General Manager shall timely inform the Board. The Board shall determine by a four-fifths vote at every regularly scheduled meeting thereafter whether there is a need to continue the action. The Board shall terminate the action at the earliest possible date that permits the remainder of the emergency work to be completed pursuant to a contract awarded after competitive bidding.



On March 13, 2024, the District General Manager awarded an emergency general services agreement to Pinnacle Power based on the informal quote listed below in order to commence the prompt removal of the compromised power poles and ancillary equipment. The General Manager reported to this Board at the March 19th meeting and the Board ratified the emergency contract and approved continue use of the emergency contracting provisions to quickly restore the site and protect public safety. Work began on March 21st and is expected to continue through May due to weather and logistical delays. This item seeks a determination by the Board, by a four-fifths vote, that there is a continuing emergency requiring the emergency services as set forth in the contract.

ENVIRONMENTAL REVIEW: The Project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(b) “Existing Facilities” in that the Project performs minor repairs and alterations to an existing facility involving no expansion of use. Application of the categorical exemption is not barred by any of the exceptions set forth in 14 CCR Section 15300.2. The Project is also statutorily exempt under CEQA Guidelines section 15269(c) in that the prompt removal of the compromised power poles and ancillary equipment is necessary to mitigate the risk to public safety in the near term.

FISCAL IMPACT: Funds budgeted in the District’s Watershed Capital Budget A1E05 will be used to cover the emergency removal costs and transformer disposal.

ATTACHMENT(S):

- 1. Proposed Resolution Approving the Continued Use of the District’s Emergency Contracting Provisions

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed		
	<p>Shaun Horne Watershed Resources Director</p>	<p>Ben Horenstein General Manager</p>

Attachment 1

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT APPROVING THE CONTINUED USE OF THE DISTRICT'S EMERGENCY CONTRACTING PROCEDURES FOR THE WEST PEAK POWER POLE REMOVAL PROJECT

WHEREAS, on February 5, 2024, severe winter storms impacted Marin County and wind speeds on top of Mt. Tamalpais reached over 100 mph; and

WHEREAS, severe wind conditions on Mt. Tamalpais compromised 49 power poles at the Old Mill Valley Air Force Station at West Peak; and

WHEREAS, the District closed West Peak to all public access due to hazardous conditions and worked with PG&E to secure the site; and

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

WHEREAS, the delay resulting from a formal competitive solicitation of bids will reduce the District's ability to complete the project in a timely manner to protect public safety and address the hazardous conditions, and

WHEREAS, on February 26, 2024, the District informally advertised Contract No. 2021, West Peak Power Pole Removal conducted a site visit with a qualified contractor; and

WHEREAS, on February 28, 2024, District Staff received one bid for the West Peak Power Pole Removal Project, which project will remove 49 compromised power poles and associated infrastructure; and

WHEREAS, Pinnacle Power Services, Inc. submitted a bid with their contract price of \$126,822 to perform the needed emergency services.

WHEREAS, on April 15, 2024, District Staff received one bid for the West Peak Power Pole Transformer Removal Project, which project will remove 18 transformers and associated infrastructure; and

WHEREAS, Clean Management Environmental Group, Inc. submitted a bid with their not to exceed contract price of \$25,865 to perform the needed emergency

services.

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

A. The Board of Directors find as follows:

1. The above recitals are true and accurate and are incorporated herein by this reference.
2. A significant emergency exists due storm damage that occurred as a result of extreme wind conditions in Marin County.
3. The removal of the power poles and associated infrastructure is critical to ensuring public safety and reducing hazardous conditions at West Peak.
4. If formal bidding procedures were used to solicit bids for the West Peak Power Pole Removal Project, this process would take approximately 3 to 4 months, which would impair the District's ability to protect life, health, and property, and exacerbates the impacts of the storm damage.
5. Failure to expedite the solicitation process by obtaining informal quotations as permitted by District Code Section 2.90.055, for the removal of the compromised power poles and associated infrastructure poses a significant hazard to the public and visitors to the Mt. Tamalpais Watershed.
6. The emergency created by the severe winter storms will not permit the delay that would result from a competitive solicitation for bids for the West Peak Power Pole Removal Project, and Continuation of the emergency contract award procedure of District Code Section 2.90.055(c) is required to respond to the emergency and to assure the District is able to continue ensure safe conditions on the Mt. Tamalpais Watershed.
7. Until the compromised power poles are safety removed from the site, the emergency conditions will continue and therefore continuing use of the emergency contracting procedures is necessary.

B. Competitive bidding requirements are waived for the rehabilitation of the West Peak Power Pole Removal Project pursuant to District Code Section 2.90.055.

C. The Board of Directors directs the General Manager to negotiate and execute all contracts and agreements including professional services and construction services, in order to complete the emergency work associated with the West Peak Power Pole Removal Project and to procure the necessary equipment, services and supplies, to

complete this work in a prompt manner in accordance with District Code Section 2.90.055.

PASSED AND ADOPTED this 21st day of May, 2024, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Ranjiv Kush
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary



STAFF REPORT

Meeting Type: Board of Directors
Title: Approve Updates to Board Travel Reimbursement and Compensation Policies
From: Molly MacLean, General Counsel
Through: Ben Horenstein, General Manager
Meeting Date: May 21, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve revised Board Policy No. 41 (Travel Reimbursement) and Board Policy No. 42 (Compensation)

SUMMARY: At the January 25th Finance and Administration Committee Meeting, staff presented an initial review of Board Policy No. 41, which covers when a Director is eligible to seek reimbursement from the District for Directors’ travel for District business activities, and Board Policy No. 42, as well as District Code section 2.10.060, which govern how much each Board member may receive for services rendered to the District as Board Directors. At the April 25, 2024 Finance and Administration Committee meeting, proposed revisions to both Board Policies were presented and the Committee reviewed and referred both revised Policies, with minor amendments, for approval at a future regularly scheduled meeting of the Board of Directors.

DISCUSSION: Board Policy No. 41, Travel Authorization & Reimbursement of Travel Expenses for Elected or Appointed Officials, was adopted in 2006 and provides details regarding travel reimbursement for Board Directors travelling on District business or to conferences or trainings that advance professional knowledge and provide opportunities to exchange information related to water district operations and policy issues. State law provisions also govern certain aspects of reimbursement.

The Board Compensation Policy, Board Policy No. 42, adopted in 2006, as well as District Code section 2.10.060 govern how much each Board member may receive for services rendered to the District as Board Directors. State law also governs the amount of compensation for municipal water district directors and requires that district director compensation be paid on a per diem basis, which rules out the adoption of a fixed month stipend. State law further addresses what service is appropriate for compensation and requires that the legislative body adopt a policy to cover any events not expressly addressed by state law.

Based on input received at the January 25th Finance and Administration Committee, staff prepared a revised version of both Board Policies for the purpose of addressing outdated information contained in the current policies and to achieve greater clarity as to which expenses incurred by a Director traveling for District business are appropriate for reimbursement and which activities are appropriate for compensation. These revised Board Policies were presented at the Finance and Administration Committee on April 25, 2024. At that meeting, both revised Board Policies, with minor amendments, were referred to a future regularly scheduled Board of Directors meeting for approval.

As directed at the April 25, 2024 Finance and Administration Committee meeting, minor amendments were made to the revised Board Policies. The summary of those amendment are as follows:

Board Policy No. 41 (Travel Reimbursement)

- Updated per diem information to acknowledge that the Federal General Service per diem rate is only applicable to travel within the 48 contiguous states and U.S. Department of States or U.S. Department of Defense per diem rates may apply to other travel within North America as permitted by the revised policy
- Increased the threshold from \$10 to \$25 for when a receipt is required to be submitted

Board Policy No. 42 (Compensation)

- Clarified that reimbursement only applies to “official” attendance at the events eligible for compensation

Staff recommends that the Board of Directors approve the revised Board Policies 41 (Travel Reimbursement) and 42 (Compensation).

FISCAL IMPACT: Negligible. Reimbursement of Board travel expenses are limited and vary from year to year. When analyzing reimbursement expenditures over the last several fiscal years, the total expenditures ranged from a low of \$1,195 in FY 2021 to a high of \$6,915 in FY 2019. The proposed revisions to the Board Policy No. 42 (Compensation) do not increase the per diem compensation amount of \$200 per day of service and do not substantially change the number events for which the Directors may seek compensation.

ATTACHMENT(S):

1. Revised Board Travel Reimbursement Policy No. 41
2. Revised Board Compensation Policy No. 42

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

Board Policy No. 41**Original Policy Date: 01-18-06****Revised Policy Date:****REIMBURSEMENT OF TRAVEL EXPENSES FOR MARIN MUNICIPAL WATER
DISTRICT DIRECTORS****Introduction**

The purpose of this document is to establish a consistent policy for authorizing reimbursement of travel expenses for Marin Municipal Water District (District) Directors, which includes those officials elected or appointed to fill a position on the District Board of Directors, for attending conferences, training, meetings, and other official District business.

Scope

It is intended that this policy cover when a Director is eligible to seek reimbursement from the District for Directors' travel for District business activities, which includes attendance at conferences, training, meetings, and other official business on behalf of the District.

General

The District recognizes the benefit in Directors' participation in training and attendance at meetings and functions that advance professional knowledge and provide opportunities to exchange information related to water district operations and related policy issues. Authorization for travel and expense reimbursement shall be limited to conferences, meetings and other functions from which the District derives a specific benefit through attendance. Only travel and attendance that is directly related to District business and is deemed necessary and/or advantageous to the District will be eligible for reimbursement consistent with this policy. Travel shall be by means most economical to the District. Directors, as public officials, are expected to exercise sound judgment in the incurring and submittal of travel expenses, in keeping with the standards and proprieties of a transparent and accountable public agency.

It is the intent of the District to assure compliance with IRS regulations. Reimbursement of business-related expenses paid to Directors is generally tax free, however, Directors must substantiate the expenses with original receipts.

No reimbursement shall be provided for travel outside of North America, unless there is prior Board approval for such travel.

Policy

Travel by Air. If travel is by air, coach or economy fares are to be used. If a Director elects a layover in route to or from his or her final destination, in no case shall the expense exceed the total round trip cost by coach or economy air. Directors shall be responsible for obtaining the total round trip airfare costs at the time of booking in order to submit with the actual receipts and request for reimbursement. If any Director desires to upgrade from coach or economy class, they may do so but will be required to pay the difference between the coach or economy fare and the upgraded fare for the flight.

Frequent Flyer and other Compensatory Offers. Frequent flyer credits or complimentary travel tickets are occasionally offered to Directors while traveling at District expense. These are generally not transferable to the District or another traveler; therefore, they may remain the property of the Director provided the original ticket was not sold at a premium expense to the District for purposes of obtaining special credits or complimentary travel tickets. Directors should use the least costly fares available, and the District shall not be responsible for any additional costs associated with obtaining special credits or complimentary travel tickets.

Public Transit or Carpooling. When feasible, Directors are encouraged to make optimum use of available carpooling and public transit services for local area travel. The following modes of transportation are to be used in the priority indicated:

- (1) privately-owned motor vehicles;
- (2) public transportation;
- (3) ride share, such as taxis, Uber or Lyft, and
- (4) rental cars, only after exhausting all other available options, or when the location would make this a less expensive option. When vehicles, either private or District-owned, are provided for authorized travel, Directors shall pool rides whenever possible.

Directors using private vehicles for District use shall have on file, on forms provided by the District, a signed certification of insurance for a minimum amount prescribed by the District. It is not necessary to name the District as an additional insured. The Director’s insurance coverage will be deemed primary, and the District will not become involved unless named specifically in the claim.

Airport Parking. Long-term parking must be used for travel exceeding 24 hours.

Mileage Allowance. When authorized, private vehicle usage will be reimbursed at a rate equal to the then current rate set by the Internal Revenue Service (IRS) for mileage deduction.

Meal Allowance. Directors may receive a meal allowance consistent with the Federal General Services Administration’s per diem rates for the locality where the conference, training, meeting, and other official District business occurs. Directors will be responsible for identifying

meals for which they will seek reimbursement. If a Director eats a meal that is provided as part of their conference, meeting or seminar, they should indicate this on any reimbursement request so that it is not included in the reimbursement amount.

Per diem rates for the locality where the conference, training, meeting, and other official District business occurs can be located on the Federal General Services Administration's website (<https://www.gsa.gov/travel/plan-book/per-diem-rates>)¹.

Alcoholic Beverages. No reimbursement will be allowed for expenses incurred by Directors as a result of the consumption of alcoholic beverages.

Lodging. Reimbursement is allowable for lodging expenses associated with attendance at out-of-region conferences or meetings provided the destination is beyond seventy (70) miles from the District or the Director's primary residence within the District. In rare instances, overnight lodging expenses associated with meeting attendance within the Bay Area region may be permitted if the overnight stay is justified based on early morning or late hour attendance requirements. Directors should utilize the group rate for lodging whenever available. If no group rate for lodging is available, Directors shall select a reasonable alternative.

Authorization and Approval of Requests and Expenses.

To ensure proper accounting of expenses, receipts and expense statements are to be submitted to the Finance Division for processing and filing within ten (10) days of the Director's return from travel. Receipts are required to be filed for all expenses over \$25, unless based on a per diem allowance as described above (i.e., breakfast to be paid at the GSA locality rate does not require receipt submittal).

Reimbursement of costs shall be based on the minimum number of days and hours required to transact District business. Early departures and late arrivals shall be at the Director's own expense except where savings to the District can be demonstrated. Reimbursement will not be allowed for travel between a Director's residence and the location of a meeting or conference which does not exceed the Director's normal commute distance from his or her residence to the District's Administrative office. Expenses are to be submitted on the "Payment Request" form to be provided by the Finance Division accompanied by a Travel Expense Report with all required receipts and documentation. All reimbursement requests will be reviewed by the Finance Division to assure compliance with this policy.

¹ If the U.S. General Services Administration does not calculate a per diem rate for the locality where conference, training, meeting, and other official District business occurs, such per diem rates will be determined by using the rates established by the federal agency responsible for calculating such per diem rates, including but not limited to the U.S. Department of Defense and the U.S. Department of State.

For reimbursement of expenses that exceed the limitations set forth in this policy, the Board of Directors shall review and approve such additional reimbursements during an open and public meeting of the District’s Board of Directors.

Unauthorized expenses.

Items of a personal nature are not reimbursable, including but not limited to: movies, entertainment, premium television services, alcoholic beverages, dry-cleaning, spas, gyms, barber, magazines, shoe shines, travel insurance, purchase of clothing or toiletries, loss of tickets, fines or traffic violations, excess baggage costs, spouse and/or guest accommodations, repairs to personal vehicles, office equipment and other items of a personal nature. Optional tours, banquets or other activities not related towards professional advancement offered through the conference, but as an additional cost to registration, are solely at the discretion of the Director and will be considered as a personal expense.

If the District has paid unauthorized expenses by credit card, cash advance or petty cash, the Director will be responsible for reimbursement to the District within ten (10) days of returning from the trip.

Family Members or Guests: Travel and payment of costs for family members and/or guests are not eligible for reimbursement by the District. Travel and payment of costs for family members and/or guests are to be handled directly by the Director as a personal expense.

Reports to Governing Board.

At a District board meeting, after expenses are incurred or the event takes place, each Director shall briefly report on conferences, trainings, meetings, and other official District business attended at District expense. If more than one Director attends, a joint report may be made.

Board Policy No. 42**Original Policy Date: 01-18-06****Revised Policy Date:****COMPENSATION OF MARIN MUNICIPAL WATER DISTRICT DIRECTORS****Introduction**

The purpose of this document is to establish a consistent policy for compensating Marin Municipal Water District (District) Directors, which includes those officials elected or appointed to fill a position on the District Board of Directors, for attending Board meetings, committee meetings and other official District business.

Policy

The District is subject to various provisions of state law concerning compensation of its Board of Directors for attending meetings of the Board and serving as a representative of the District at other functions. Assembly Bill 1234, which became effective on January 1, 2006, instituted in part the following sections of the Government Code.

53232.1(a) When compensation is otherwise authorized by statute, a local agency may pay compensation to members of a legislative body for attendance at the following occurrences:

(1) A meeting of the legislative body.

(2) A meeting of an advisory body.

(3) A conference or organized educational activity conducted in compliance with subdivision (c) of Section 54952.2, including, but not limited to, ethics training required by Article 2.4 (commencing with Section 53234).

(b) A local agency may pay compensation for attendance at occurrences not specified in subdivision (a) only if the governing body has adopted, in a public meeting, a written policy specifying other types of occasions that constitute the performance of official duties for which a member of the legislative body may receive payment.

This policy authorizes compensation for all functions set forth in Government Code section 53232.1(a)(1-3), as may be amended from time to time, and pursuant to section 53232.1(b), specifies the other types of occasions for which the Board of Directors has

determined the activities constitute performance of official District duties and are compensable.

District Code Regarding Director Compensation

The District’s Code includes the following section related to compensation for Board members.

2.10.060 Compensation. Each director shall receive as compensation two hundred dollars per day for each day’s attendance at meetings of the board or for each day’s service rendered as a member of the board by request of the board. No director may receive compensation for more than 10 days in any calendar month.

This policy is intended to further elucidate District Code, which shall take precedence, with respect to what may constitute services rendered for purposes of compensation. Consistent with District Code and state law, payment of compensation shall be limited to a maximum of 10 days in any calendar month.

Activities Authorized for Compensation

In addition to those compensable events set forth in Government Code section 53232.1(a), the following shall constitute service rendered to the District for purposes of receiving compensation:

1. Attendance, in the Director’s official role as a representative of the District, at meetings, events or functions, including meetings of civic, business, and nonprofit organizations as well as meetings of local, regional, statewide or federal public officials, public agencies or regulatory or judicial entities on topics related to the water industry or other work of the District that could impact the District or provide relevant information for the benefit of the District.
2. Official attendance at orientation, evaluation, educational activities, and briefings for Board member(s) organized by District staff (e.g., Staff-organized Board Member training or site visits to regional water or District-owned facilities, special briefings with the General Manager or Executive Staff to prepare Board Member(s) for other meetings, etc.).
3. Official attendance by a Director on behalf of the District at community, ceremonial or public outreach events held by or supported by District staff.
4. Official attendance by any Director at meetings, conferences, seminars, educational events, regional and committee meetings and trainings and webinars on topics related to the water industry, water policy, or other issues that could impact the District.
5. Other official District business with prior authorization by the Board of Directors.

Compensation for days of travel will only be provided if such travel days are reasonably necessary to attend the meeting or activity. Travel days are considered reasonably necessary if attendance at the meeting or activity would require travel outside the hours of 7:00 a.m. to 8:00 p.m. on the actual beginning or ending days of the activity. Unless specifically approved by the Board in advance, a Director will not be eligible for compensation for more than one travel day before the beginning, nor more than one travel day after the end of the activity attended, respectively.

Authorization and Approval of Compensation

To ensure proper accounting of expenses, Directors will notify the Board Secretary on a monthly basis concerning the meetings that they attended during that month. The Board Secretary will compile the compensation report and verify its accuracy with each of the Directors.

The General Manager shall review and approve the compensation requests submitted by the Board Secretary.



STAFF REPORT

Meeting Type: Board of Directors
Title: Conveyance of Easement to Marin County for Widening of Pt. Reyes - Petaluma Road
From: Alex Anaya, Director of Engineering
Through: Ben Horenstein, General Manager
Meeting Date: May 21, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve and authorize the General Manager to finalize and execute an easement agreement and any related documents with the County of Marin for the widening of Pt. Reyes - Petaluma Road

SUMMARY: The County of Marin (County) intends to widen Pt Reyes-Petaluma Road near the intersection of Nicasio Valley Road as a part of their Highway Safety Improvement Program Cycle 10. The improvements will create a left-turn pocket for vehicles traveling westbound on Pt Reyes-Petaluma Road. In its current condition, without the turn pocket, the intersection can become backed-up by vehicles attempting to turn left onto Nicasio Valley Road causing other traffic to veer off the road and onto to the shoulder to pass.

In a few locations, the road widening will extend beyond the County’s current right of way and onto the adjacent land owned by the District, Assessor’s Parcel Number 121-230-04. Therefore, the County seeks to obtain property easements from the District for the affected property.

DISCUSSION: The County notified the District of their improvement project at the intersection of Nicasio Valley Road and Pt Reyes-Petaluma Road last year. The County performed the necessary work to identify the affected land, performed a value estimation and prepared the necessary agreement and easement documents. Under the terms of the agreement, the County will purchase three permanent easements containing a total area of 1,176-square-feet, more or less. The District will be compensated \$2,360 for the easement rights and administrative costs. District staff anticipates the transaction will have no impact on the Districts operations and that the Counties intersection improvement project will provide enhanced safety to vehicular traffic. Staff recommends that the Board authorize the General Manager to finalize and execute the easement agreement with the County of Marin.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

- 1. Right of Way Contract

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Alex Anaya Engineering Director	 Ben Horenstein General Manager

Attachment 1

RETURN TO:
Real Estate Division
Marin County Dept. of Public Works
P.O. Box 4186, Civic Center Branch
San Rafael, CA 94913-4186
Attention: Christy McRoy

Project: Point Reyes Petaluma Road at
Nicasio Left Turn Pocket Project
Project ID: HSIPSL-5927 (126)
Address: 10001 Point Reyes Petaluma Road
APN: 121-230-04

RIGHT-OF-WAY CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, 2024, by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "County", and MARIN MUNICIPAL WATER DISTRICT, a public corporation, hereinafter referred to as "DISTRICT".

WITNESSETH:

RECITALS

A. DISTRICT is the Owner of that certain real property situated in the unincorporated Nicasio, County of Marin, State of California and commonly known as 10001 Point Reyes Petaluma Road and also referred to as Assessor Parcel Number 121-230-04.

B. COUNTY desires to acquire three (3) permanent easements over a portion of DISTRICT'S property for the Point Reyes Petaluma at Nicasio Road Left Turn Pocket Project. The proposed acquisition is more particularly described on Exhibits "A & B" attached hereto and made a part hereof and DISTRICT has examined the draft plans attached hereto as Exhibit "C" showing the location and the proposed manner of construction of the COUNTY improvement for which the property interests referred to herein are conveyed for construction of public roadway and utility purposes.

C. DISTRICT is willing to grant said permanent easements and COUNTY agrees to purchase said permanent easements upon the terms and conditions herein below.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

1. DISTRICT shall convey the permanent easements described in Exhibits "A & B" by depositing in an escrow designated by COUNTY an Easement Deed suitable for recordation upon the following terms and conditions:
 - a) COUNTY shall deposit in escrow the sum of TWO THOUSAND THREE HUNDRED SIXTY DOLLARS (\$2,360.00) payable contemporaneously with delivery of said deed as consideration for the permanent easements.
 - b) DISTRICT shall convey the permanent easements and at all times keep the permanent easement areas described in Exhibits "A & B" free and clear of all liens and encumbrances, taxes and assessments, penalties and costs, leases and licenses (recorded or unrecorded), easements, rights-of-way, bonds and any and all restrictions of record other than items numbered 1 through 15 in Preliminary Report No. 00506394-DJ dated as of December 28, 2022, attached hereto as Exhibit "D" and made a part hereof.
 - c) COUNTY shall pay any escrow and recording fees incurred in this transaction. COUNTY shall pay the cost of title insurance, if COUNTY determines title insurance is desired. Evidence of title shall be a standard owner's policy of title insurance issued by the title company.

2. The parties agree that the permanent easements will be for purposes of constructing and maintaining public roadway and utility improvements.

3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions of this Contract, the right of possession and use of the property by the COUNTY, including the right to remove and dispose of landscaping and improvements within the easement portion shall commence on the date that COUNTY'S Board of Supervisors approves this Contract and deposit of funds in escrow controlling this transaction, or upon close of escrow, whichever occurs first, and that the amount shown in Section 1 a) herein includes full payment for such possession and use.

4. COUNTY agrees to indemnify and hold harmless DISTRICT from any liability arising out of COUNTY'S operations under this Contract, except to the

extent arising out of the negligent acts or omissions, willful misconduct or illegal acts of DISTRICT, its successors or agents. COUNTY further agrees to assume responsibility for any damages proximately caused by reason of COUNTY'S operations under this Contract and COUNTY will, at its option, either repair or pay for such damage.

5. DISTRICT and COUNTY understand and agree that the COUNTY may at its sole discretion remove any or all landscaping and improvements within the permanent easement areas as determined by COUNTY during construction.

6. The parties agree that DISTRICT shall not place any permanent improvements within the easement areas. Damages that may occur to COUNTY'S improvements as a result of DISTRICT'S actions will be the liability of DISTRICT.

7. If this property is secured by a mortgage or deed of trust, DISTRICT is responsible for payment of any demand under authority of said mortgage or deed of trust out of DISTRICT'S proceeds. Such amounts may include, but not be limited to, payments against principal, processing costs or fees, if any.

8. Any notice or demand which either the DISTRICT or COUNTY desire to serve upon the other may be served either personally or by depositing the notice or demand in the United States Post Office, postage prepaid, addressed as follows:

DISTRICT: Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925
Attn: Joseph Eischens

COUNTY: Marin County Public Works Dept.
Real Estate Division
P.O. Box 4186
San Rafael, CA 94913-4186
Attn: Christy McRoy

9. Real Estate commissions will not be paid by COUNTY under this Contract.

10. This Contract shall be binding upon and inure to the benefit of each of the parties hereto and to their respective successors and assigns.

11. The parties have set forth the whole of their agreement herein. The performance of this Contract constitutes the entire agreement for the conveyance to COUNTY of said interests in real property and shall relieve COUNTY of all further obligations or claims on this account or on account of the location, grade or construction of the proposed public improvement. DISTRICT, or DISTRICT'S representative, have examined the draft plans showing the location and the proposed manner of construction of the COUNTY improvement for which the property interests referred to herein are conveyed, attached hereto as "Exhibit C", and made a part of. Said draft plans have been reviewed by DISTRICT or DISTRICT'S representative with a representative of COUNTY and DISTRICT acknowledges that a full and complete explanation of the draft plans have been provided.

12. a) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

b) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

Signature Page to Follow

COUNTY OF MARIN

Dennis Rodoni, President
Board of Supervisors

Approved as to form.

ATTEST:

Chief Deputy County Counsel

Deputy Clerk

DISTRICT:

By: _____
Ben Horenstein

Date: _____

Attest: _____

Recording Requested by:
County of Marin

WHEN RECORDED MAIL TO:
County of Marin
Department of Public Works
Attn: Christy McRoy, Real Estate Division
PO Box 4186
San Rafael, CA 94913

Federal ID: HSIPSL-5927 (126)

Recording fees exempt per Govt. Code § 6103
Transfer Taxes exempt per R.T.C. § 11922

APN: 121-230-04 (ptn.)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

MARIN MUNICIPAL WATER DISTRICT, a public corporation,

hereby Grants to the

COUNTY OF MARIN, a political subdivision of the State of California,

A Permanent Non-Exclusive Public Roadway and Utility Easement for, but not limited to locating, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the County of Marin may see fit, a public right of way for public roadway and utility purposes, including all necessary protective barriers and fixtures for use in connection therewith or appurtenant thereto, in, under, over, along, upon and across said easement described as follows:

SEE EXHIBITS "A" and "B" ATTACHED HERETO AND MADE A PART HEREOF

By: _____
Ben Horenstein
General Manager

Dated: _____

Attest: _____
Secretary

COUNTY OF MARIN
CERTIFICATE OF ACCEPTANCE ATTACHED HERETO.

EXHIBIT A
LEGAL DESCRIPTION

COUNTY OF MARIN
RIGHT-OF-WAY EASEMENT

EASEMENT A

A portion of the parcel of land described as Parcel 1 in the Interlocutory Judgment of Condemnation in favor of Marin Municipal Water District, recorded August 31, 1960, in Book 1394 at Page 324 of Official Records, in the office of the County Recorder, County of Marin, State of California, more particularly described as follows:

COMMENCING at the most northerly corner of said Marin Municipal Water District Parcel 1 (1394 OR 324); thence, along the easterly line of said Parcel 1 (1394 OR 324), South 18°33'44" East, 52.68 feet to a point on the southeasterly right-of-way (ROW) line of Pt. Reyes – Petaluma Road; thence, leaving said easterly line of said Parcel 1 (1394 OR 324), along said southeasterly ROW line of Pt. Reyes – Petaluma Road, South 16°09'00" West, 61.10 feet to the **TRUE POINT OF BEGINNING**; thence, continuing along said southeasterly ROW line, South 16°09'00" West, 73.52 feet; thence, leaving said southeasterly ROW line, North 43°08'45" East, 28.10 feet; thence North 21°53'07" East, 43.79 feet; thence North 57°50'57" West, 17.82 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 853 square feet, more or less.

EASEMENT B

A portion of the parcel of land described as Parcel 1 in the Interlocutory Judgment of Condemnation in favor of Marin Municipal Water District, recorded August 31, 1960, in Book 1394 at Page 324 of Official Records, in the office of the County Recorder, County of Marin, State of California, more particularly described as follows:

COMMENCING at the most northerly corner of said Marin Municipal Water District Parcel 1 (1394 OR 324); thence, along the easterly line of said Parcel 1 (1394 OR 324), South 18°33'44" East, 52.68 feet to a point on the southeasterly right-of-way (ROW) line of Pt. Reyes – Petaluma Road; thence, leaving said easterly line of said Parcel 1 (1394 OR 324), along said southeasterly ROW line of Pt. Reyes – Petaluma Road, South 16°09'00" West, 170.75 feet; thence South 31°32'00" West, 32.49 feet to the **TRUE POINT OF BEGINNING**; thence, continuing along said southeasterly ROW line, South 31°32'00" West, 110.03 feet;

thence, leaving said southeasterly ROW line, North 34°52'32" East, 49.34 feet; thence North 30°39'55" East, 25.61 feet; thence North 27°29'10" East, 35.26 feet to the TRUE POINT OF BEGINNING.

Containing an area of 183 square feet, more or less.

EASEMENT C

A portion of the parcel of land described as Parcel 1 in the Interlocutory Judgment of Condemnation in favor of Marin Municipal Water District, recorded August 31, 1960, in Book 1394 at Page 324 of Official Records, in the office of the County Recorder, County of Marin, State of California, more particularly described as follows:

COMMENCING at the most northerly corner of said Marin Municipal Water District Parcel 1 (1394 OR 324); thence, along the easterly line of said Parcel 1 (1394 OR 324), South 18°33'44" East, 52.68 feet to a point on the southeasterly right-of-way (ROW) line of Pt. Reyes – Petaluma Road; thence, leaving said easterly line of said Parcel 1 (1394 OR 324), along said southeasterly ROW line of Pt. Reyes – Petaluma Road, South 16°09'00" West, 170.75 feet; thence South 31°32'00" West, 258.15 feet; thence South 59°37'00" West, 124.60 feet to the **TRUE POINT OF BEGINNING**; thence, continuing along said southeasterly ROW line, South 59°37'00" West, 60.20 feet to a point on the easterly ROW line as shown on Marin Municipal Water District ROW Map Drawing No. 2989, A4-2-33, dated March 1961; thence, leaving along said easterly ROW line, South 32°55'29" East, 3.81 feet; thence, leaving said easterly ROW line, North 58°02'23" East, 24.02 feet; thence North 54°37'53" East, 36.16 feet to the TRUE POINT OF BEGINNING.

Containing an area of 140 square feet, more or less.

These easements are as shown on Exhibit B attached hereto and by this reference made a part hereof.

Prepared by me or under my direction in conformance with the Professional Land Surveyors Act:






10/01/2022
Date

NOTE: OTHER EASEMENTS
MAY EXIST AND ARE NOT
SHOWN ON THIS PLAT.

EXHIBIT B PLAT MAP TO ACCOMPANY LEGAL DESCRIPTION COUNTY OF MARIN RIGHT-OF-WAY EASEMENT

APN 121-230-04
UNINCORPORATED NICASIO
MARIN COUNTY, CA

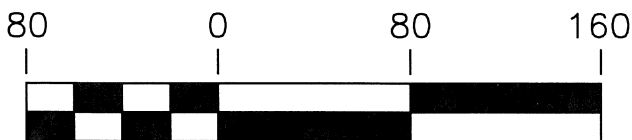
LEGEND

-  Property Line
-  Road Right-of-Way Line
-  New Easement Line

P.O.C. Point of Commencement

- (A) Easement A True Point of Beginning
- (B) Easement B True Point of Beginning
- (C) Easement C True Point of Beginning

LINE TABLE		
LINE	BEARING	LENGTH
L1	S18°33'44"E	52.68'
L2	N43°08'45"E	28.10'
L3	N21°53'07"E	43.79'
L4	N57°50'57"W	17.82'
L5	N34°52'32"E	49.34'
L6	N30°39'55"E	25.61'
L7	N27°29'10"E	35.26'
L8	S32°55'29"E	3.81'
L9	N58°02'23"E	24.02'
L10	N54°37'53"E	36.16'



SCALE IN FEET

APN 121-040-05
HICKS MOUNTAIN RANCH, LLC
(DOC. 2019-0047488)

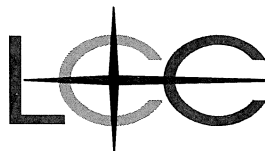
PT. REYES - PETALUMA RD

APN 121-230-04
M.M.W.D.
(OR BK 1394 PG 324)

M.M.W.D.
R.O.W. MAP DWG NO.
2989, A4-2-33



10/01/2022
DATE



ENGINEERING & SURVEYING, INC.
930 Estudillo Street
Martinez, California 94553-1620
(925) 228-4218 Fax (925) 228-4638
www.lcc-inc.com

JUNE 2022

LCC JOB No. 2020.034.00

COUNTY OF MARIN

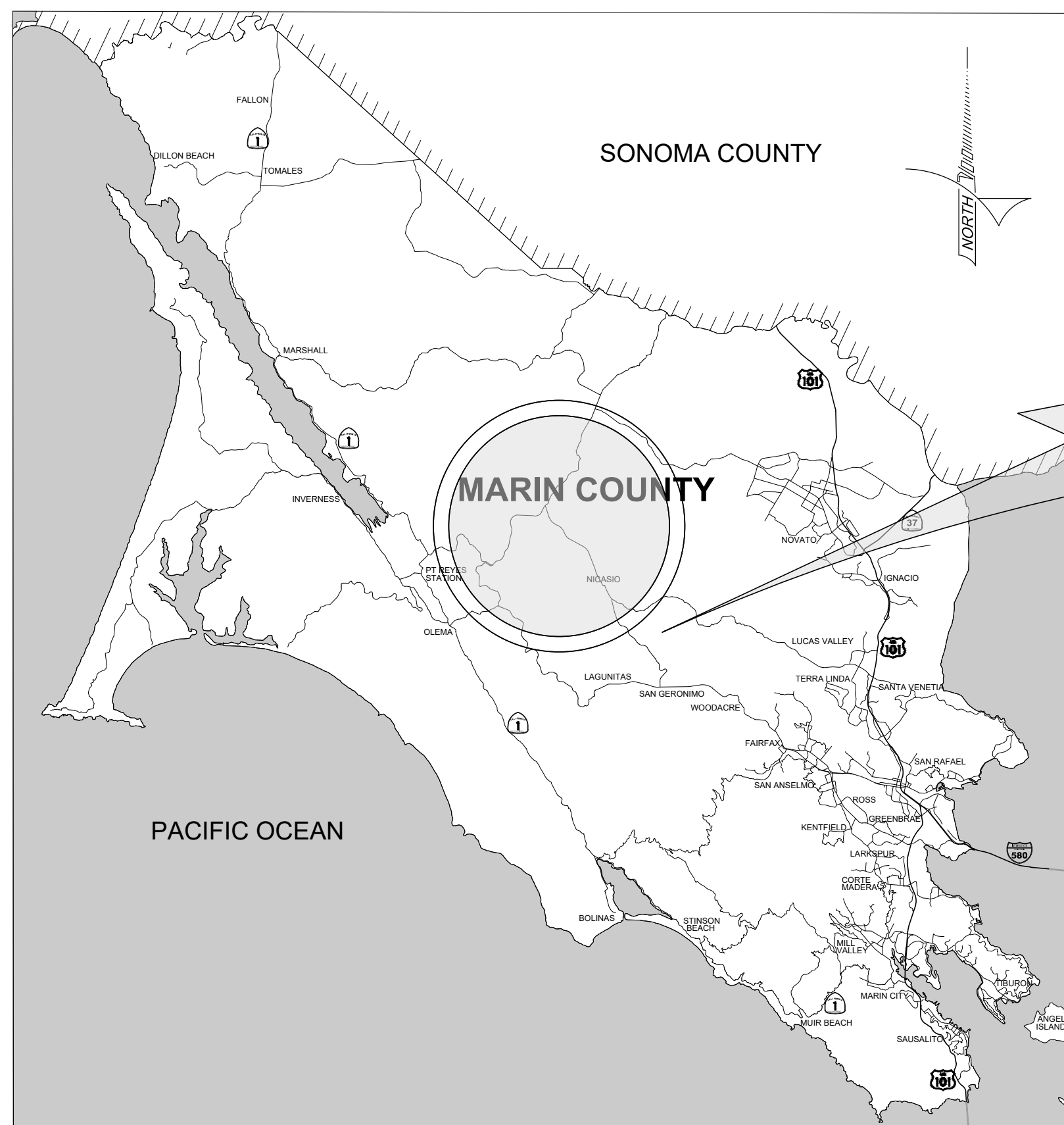
DEPARTMENT OF PUBLIC WORKS

PLANS FOR CONSTRUCTION OF

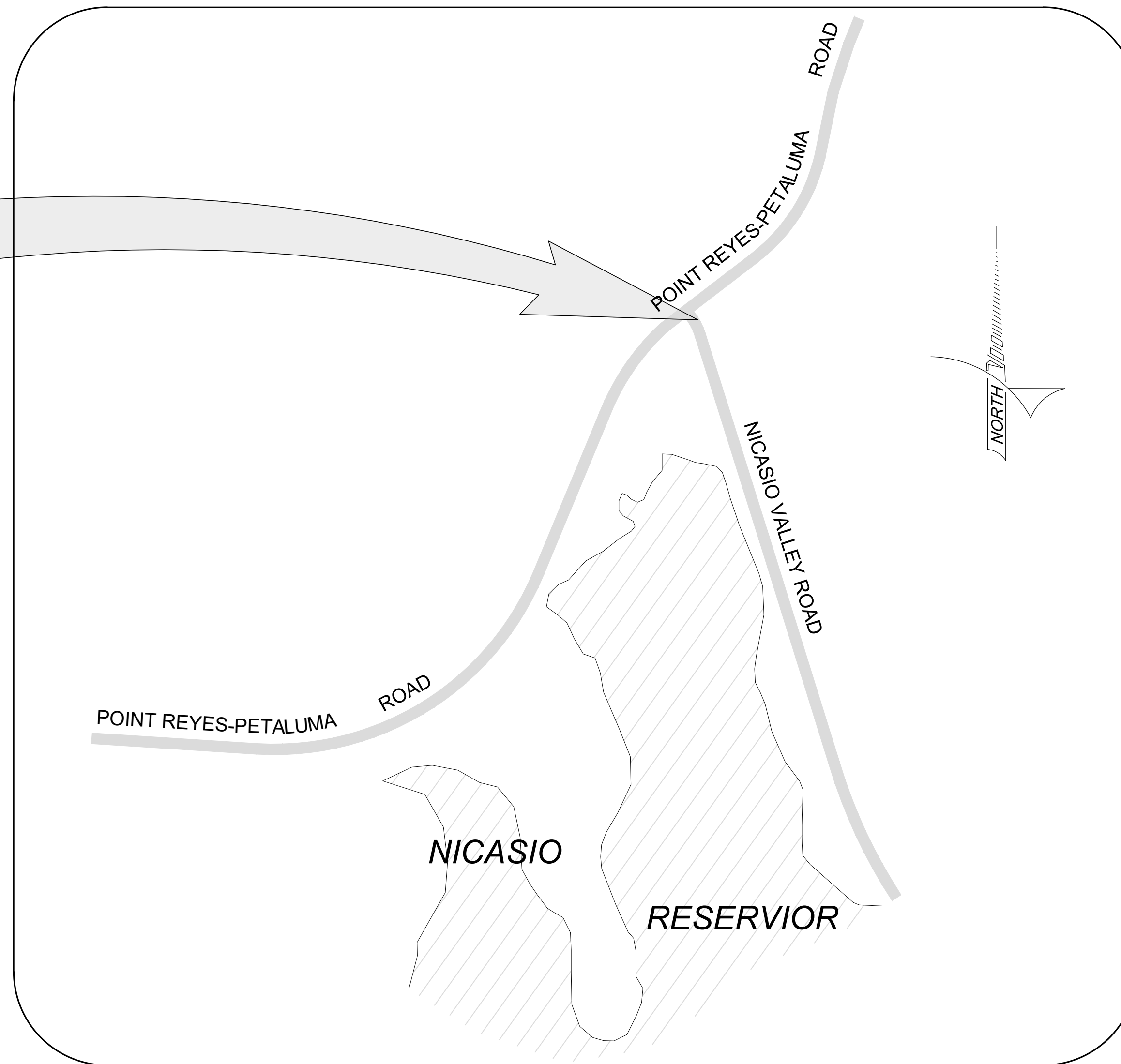
HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 10

POINT REYES-PETALUMA AT NICASIO VALLEY RD TURN POCKET

COUNTY PROJECT NO: 2020-20
FEDERAL PROJECT NO: HSIP-5927(XXX)



LOCATION MAP
NOT TO SCALE



PROJECT LOCATION
NOT TO SCALE

SHEET INDEX	
SHEET NO.	SHEET TITLE
1	TITLESHEET
2	GENERAL NOTES, ABBREVIATIONS, & SYMBOLS
3	PLAN SHEET - STA 10+00 TO 19+50
4	PLAN SHEET - STA 19+50 TO 25+17
5	PLAN SHEET - DETAILS & CROSS SECTIONS



**Know what's below.
Call 811 before you dig.**



APPROVED BY: _____
 DIRECTOR OF PUBLIC WORKS _____ DATE _____

DEPARTMENT OF PUBLIC WORKS 3501 CIVIC CENTER DRIVE SAN RAFAEL, CA 94903	DESIGNED: EG DRAWN: EG CHECKED: RC DATE: 9/11/2020	COUNTY OF MARIN DEPARTMENT OF PUBLIC WORKS LICENCE NO. 0284	REVISIONS NO. DESCRIPTION BY APPROVED DATE
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HIGHWAY SAFETY IMPROVEMENT PROGRAM
POINT REYES-PETALUMA AT
NICASIO VALLEY RD TURN POCKET
 TITLESHEET

SHEET NO.	1	OF	5
COUNTY PLAN NO.	2020-20		
FEDERAL PROJECT NO.	HSIP-5927(XX)		

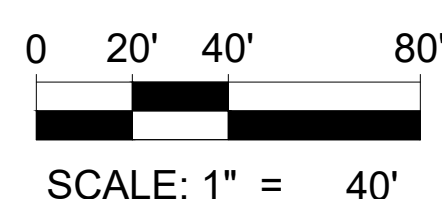
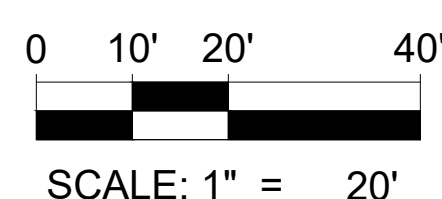
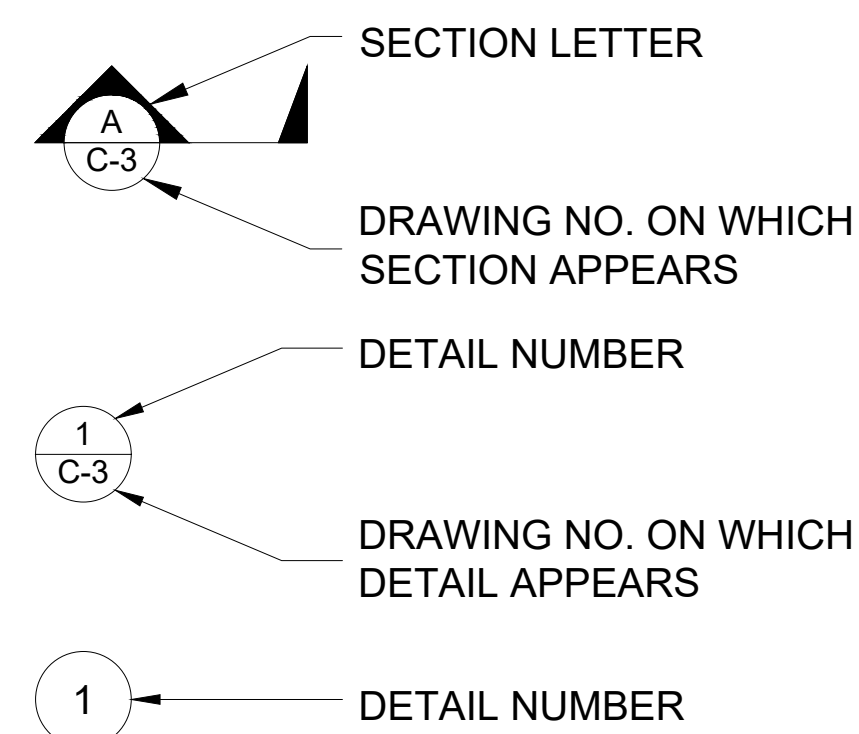
PROJECT STANDARD SPECIFICATIONS
CALTRANS STANDARD SPECIFICATIONS, OCTOBER 2018

PROJECT STANDARD PLANS
CALTRANS STANDARD PLANS, OCTOBER 2018

ROAD WORK:

A10C, A10D	SYMBOLS
A20A, A20B & A20D	PAVEMENT MARKERS & TRAFFIC LINES
A24D	PAVEMENT MARKINGS
A73B	MARKERS
A73C	DELINEATORS, CHANNELIZERS, AND BARRICADES
A77L2	MGS RAILING SECTION
A77M1	MGS STANDARD HARDWARE
A77N2	MGS STEEL POST AND NOTCHED RECYCLED PLASTIC BLOCK
A77N3	MGS TYPICAL LINE POST HINGE POINT OFFSET DETAILS
A77P5	MGS TYPICAL LAYOUTS FOR EMBANKMENT

**UNIFORM CONSTRUCTION STANDARDS (UCS)
OF THE CITIES OF MARIN AND COUNTY OF MARIN**
JULY 2018



SOLDIER PILE NOTES

- STEEL BEAMS SHALL BE ASTM A572 GRADE 50 OR APPROVED EQUAL.
- READY - MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C94.
- CEMENT SHALL CONFORM TO ASTM C150, TYPE II.
- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,800 PSI AT 28 DAYS.
- ALL EXPOSED STEEL SHALL BE PAINTED WITH TWO COATS OF BLACK COAL TAR EPOXY, CARBOLINE BITUMASTIC NO. 300-M, OR APPROVED EQUAL. EPOXY COATING FOR STEEL BEAMS SHALL EXTEND ONE FOOT MINIMUM INTO CONCRETE.

GENERAL NOTES

- ALL WORK SHOWN ON THESE PLANS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE UNIFORM CONSTRUCTION STANDARDS OF THE CITIES OF MARIN AND THE COUNTY OF MARIN DATED JULY, 2018, THE 2018 STATE STANDARD PLANS, AND THE 2018 STATE STANDARD SPECIFICATIONS (INsofar AS THE SAME MAY APPLY) AS MODIFIED BY THE SPECIAL PROVISIONS FOR THIS PROJECT.
- THE CONTRACTOR MUST INDIVIDUALLY CONTACT OPERATORS OF GRAVITY SEWER SYSTEMS AND CERTAIN OTHER UTILITIES WHO ARE NOT MEMBERS OF UNDERGROUND SERVICE ALERT.
- THE LOCATION FOR UTILITIES SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY LOCATION AND DEPTH. THIS VERIFICATION SHALL BE COORDINATED BY THE CONTRACTOR WITH THE APPROPRIATE UTILITY COMPANY. CALL U.S.A. NORTH (UNDERGROUND SERVICE ALERT) FOR UTILITY LOCATION QUESTIONS AT LEAST 24 HOURS BEFORE DIGGING. PHONE 811.
- WHERE PARKING IS PERMITTED, THE CONTRACTOR SHALL POST "NO PARKING" SIGNS ON EACH PAVEMENT REHABILITATION STREET AND/OR WORK AREA. THE POSTING SHALL BE VERIFIED BY THE ENGINEER OR THE SHERIFF'S DEPARTMENT 72 HOURS PRIOR TO COMMENCING EACH PHASE OF WORK, INCLUDING BUT NOT LIMITED TO, KEYCUTTING, GRINDING, FABRIC PLACEMENT, ASPHALT CONCRETE PAVING, AND DEMOLITION WORK. SPECIFICATIONS FOR THESE SIGNS ARE PROVIDED IN THE SPECIAL PROVISIONS.
- HOWEVER, IF THE INTENDED WORK DOES NOT COMMENCE WITHIN 24 HOURS OF THE SCHEDULED WORK, ALL "NO PARKING" SIGNS SHALL BE REMOVED FROM THE SITE OR AS DIRECTED BY THE ENGINEER.
- CONTRACTOR TO PROVIDE A 48 HOUR NOTICE TO PROPERTY OWNERS AND RESIDENTS PRIOR TO COMMENCING CONSTRUCTION WORK. NOTIFICATION TO BE BY LETTER AND SHALL BE APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL NOTIFY MARIN MUNICIPAL WATER DISTRICT (MMWD) AND NORTH MARIN WATER DISTRICT (NMWD) 48 HOURS PRIOR TO PLACING THE PAVEMENT REINFORCING FABRIC AND PAVEMENT. ALL WATER RISERS ARE TO BE SUPPLIED BY EACH RESPECTIVE WATER DISTRICT.
- ALL EXISTING STREET SURFACE FEATURES (MANHOLES, CLEAN-OUTS, MONUMENTS, STRIPING, PAVEMENT MARKINGS, ETC.) SHALL BE REFERENCED BY THE CONTRACTOR PRIOR TO START OF ANY WORK.
- TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST "CA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

GUARDRAIL NOTES

- TERMINAL SYSTEM MUST BE CONSTRUCTED PER MANUFACTURER'S RECOMMENDATION AND INSTALLED PER THE 2018 CALTRANS STANDARD PLANS, SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.
- ALL GUARDRAIL LENGTH AND LOCATION ARE MEASURED ALONG THE FACE OF THE RAILING UNLESS OTHERWISE SHOWN ON THE PLANS AND DETAILS OR AS DIRECTED BY THE ENGINEER.
- FOR INSTALLATION OF THE TERMINAL SYSTEMS, BLACK AND YELLOW RETRO REFLECTIVE STRIPED SHEETING SHALL BE ADHERED TO THE APPROACH END (S) OF THE GUARDRAIL. THE STRIPES SLOPED DOWN AT AN ANGLE OF 45 DEGREES TOWARDS THE SIDE OF THE ROADWAY ON WHICH TRAFFIC IS TO PASS THE OBSTRUCTION BEING PROTECTED PER CALTRANS STANDARD DETAIL A77N4. THE SHEETING SHALL BE CONSISTENT WITH THE DESIGN PATTERN, COLORS, AND DIRECTION OF A TYPE "P(CA)" OBJECT MARKER PER CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2014 EDITION, SECTION 2C.63 AND SECTION 2C.65.
- INSTALL "MONARCH" REFLECTOR ASSEMBLIES ALONG PROPOSED GUARDRAIL AT 25 FOOT INTERVALS.
- GUARDRAIL LINEAR FOOTAGE INCLUDES THE END TERMINAL SYSTEM.

LEGEND

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BC	BEGINNING CURVE
BW	BACK OF WALK
CATV	CABLE TELEVISION
C&G	CURB & GUTTER
CI	CAST IRON
CL	CENTER LINE
CMP	CORRUGATED METAL PIPE
DI	DRAIN INLET
EC	END CURVE
EP	EDGE OF PAVEMENT
EQ	EQUIVALENT
(E)	EXISTING
FL	FLOW LINE
GB	GRADE BREAK
HDPE	HIGH-DENSITY POLYETHYLENE
HFST	HIGH FRICTION SURFACE TREATMENT
HMA	HOT MIX ASPHALT
LT	LEFT
MIN	MINIMUM
MMWD	MARIN MUNICIPAL WATER DISTRICT
MGS	MIDWEST GUARDRAIL SYSTEM
(N)	NEW
NTS	NOT TO SCALE
PG&E	PACIFIC GAS AND ELECTRIC
PRC	POINT OF REVERSE CURVATURE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
R&R	REMOVE & REPLACE
R/W	RIGHT OF WAY
RT	RIGHT
S	SLOPE
SSP	STANDARD SPECIAL PROVISIONS
STA	STATION
STD	STANDARD
S/W	SIDEWALK
T	TRANSITION
TC	TOP OF CURB
(TYP)	TYPICAL
UCS	UNIFORM CONSTRUCTION STANDARD

LEGEND

SYMBOLS / LINETYPES

#500	HOUSE NUMBER
	EXISTING ROAD SIGN
	NEW ROAD SIGN
	MANHOLE
	AS-CLASS II
	HOT MIX ASPHALT RESURFACING
	HOT MIX ASPHALT WIDENING
	NATIVE SOIL
	CLASS II AGGREGATE BASE
	COLD PLANE (CONFORM)
	COLD PLANE (FULL WIDTH)
	HOT MIX ASPHALT TYPE 'A' DIKE
	CULVERT
	MONUMENT
	WATER VALVE
	GAS VALVE
	UTILITY POLE
	FIRE HYDRANT
	WALL
— E —	UNDERGROUND ELECTRIC LINE
— G —	UNDERGROUND GAS LINE
— W —	UNDERGROUND WATER LINE
— SS —	UNDERGROUND SANITARY SEWER LINE
— X —	FENCE
— OH —	OVERHEAD UTILITIES
— — — —	RIGHT OF WAY
— — — —	CENTER LINE
	MIDWEST GUARDRAIL SYSTEM

REVISIONS	DATE	DATE	NO.	DESCRIPTION	BY	APPROVED	DATE

APPROVAL RECORD:

PRINCIPAL ENGINEER, LICENSE NO. 7430

APPROVAL RECORD:

ASST. DIRECTOR OF PUBLIC WORKS, LICENSE NO. 62684

DEPARTMENT OF PUBLIC WORKS

3501 CIVIC CENTER DRIVE

SAN RAFAEL, CA 94903

CHECKED: RC

DATE: 9/11/2020

DESIGNED: EG

DRAWN: EG

HIGHWAY SAFETY IMPROVEMENT PROGRAM

POINT REYES-PETALUMA RD AT

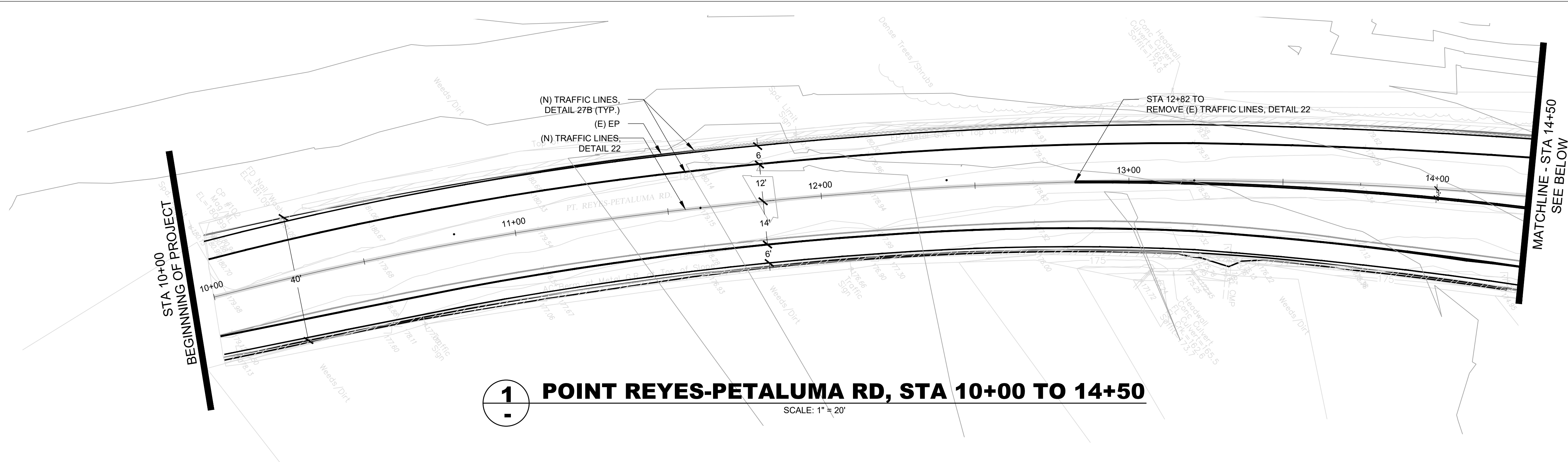
NICASIO VALLEY RD TURN POCKET

GENERAL NOTES, ABBREVIATIONS & SYMBOLS

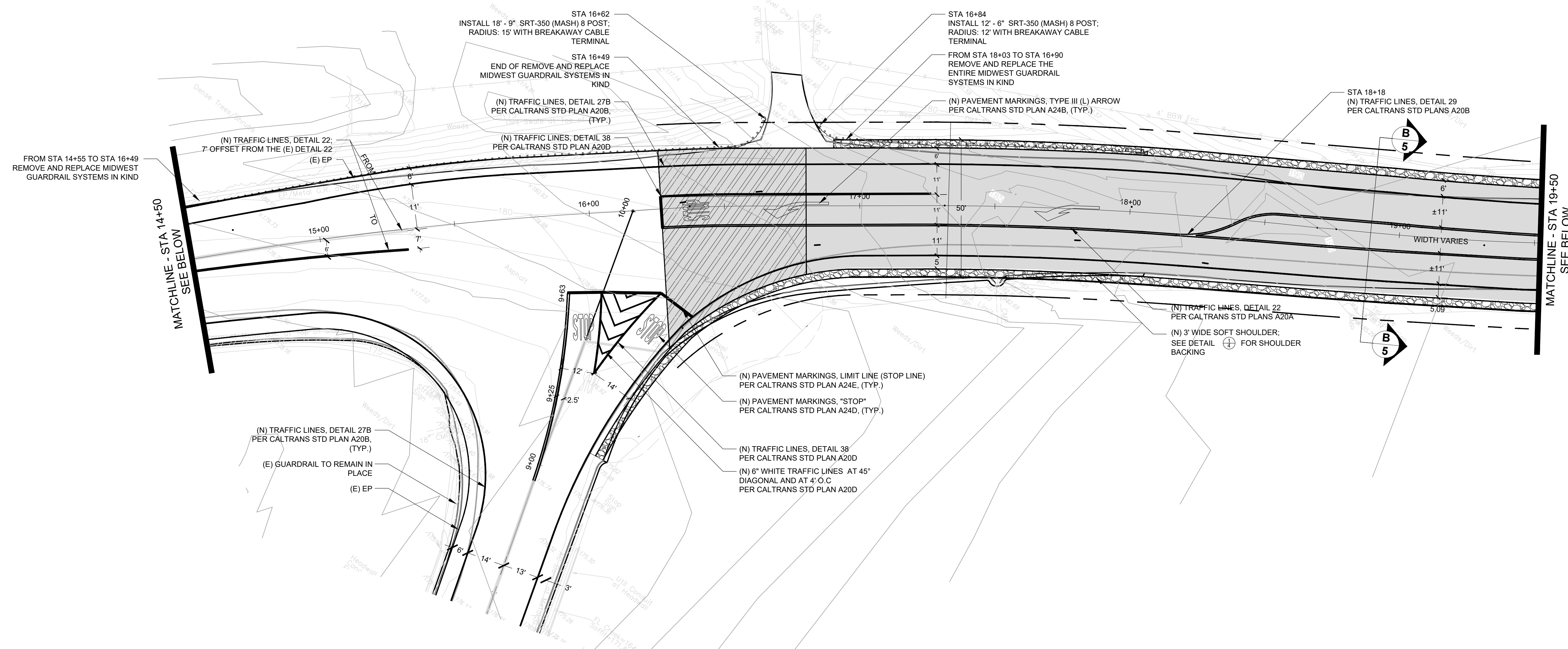
SHEET NO. **2** OF **5**

COUNTY PLAN NO. 2020-20

FEDERAL PROJECT NO. HSIP-5927(XX)

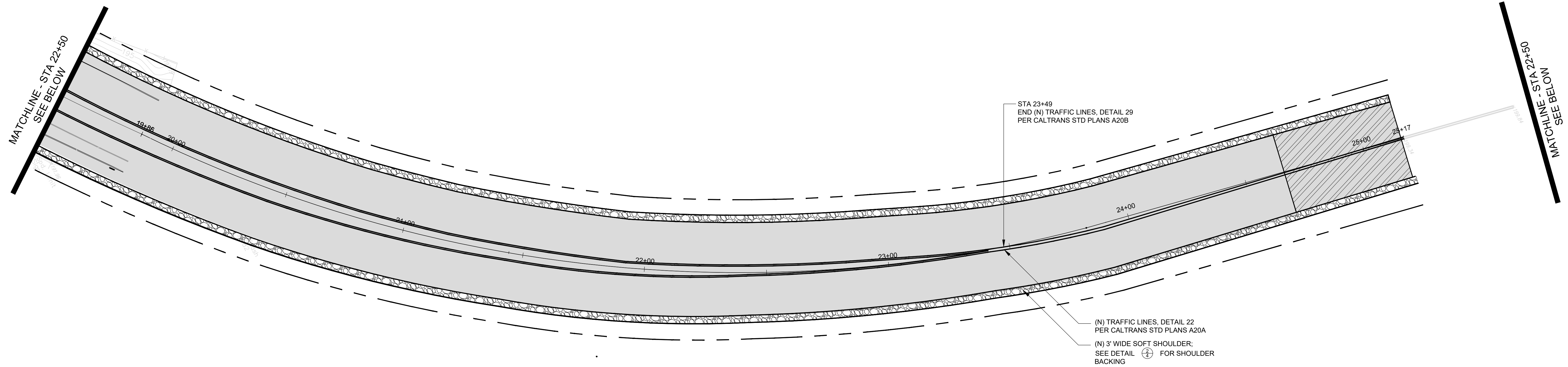


1 POINT REYES-PETALUMA RD, STA 10+00 TO 14+50
SCALE: 1" = 20'

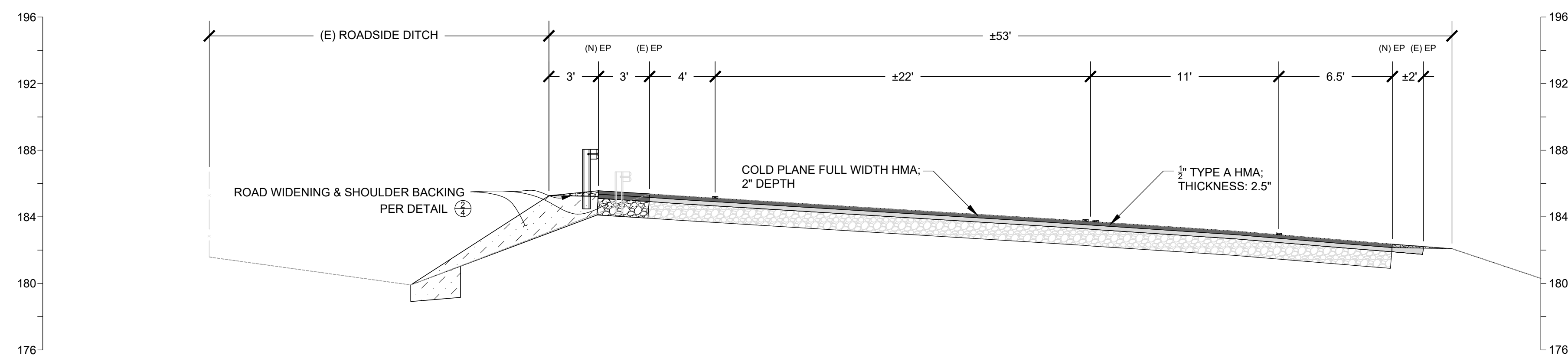


2 POINT REYES-PETALUMA RD, STA 10+00 TO 14+50
SCALE: 1" = 20'

APPROVAL/RECORDED:		REVISIONS	
PRINCIPAL ENGINEER, LICENSE NO. 74430	DATE	NO.	DESCRIPTION
APPROVAL/RECORDED:	DATE	BY	APPROVED
ASSIST. DIRECTOR OF PUBLIC WORKS, LICENSE NO. 62664	DATE		
DEPARTMENT OF PUBLIC WORKS 3501 CIVIC CENTER DRIVE SAN RAFAEL, CA 94903		CHECKED: RC	DATE: 9/11/2020
DESIGNED: EG		DRAWN: EG	
HIGHWAY SAFETY IMPROVEMENT PROGRAM POINT REYES-PETALUMA RD AT NICASIO VALLEY RD TURN POCKET STA 10+00 TO STA 19+50			
SHEET NO.	3	OF	5
COUNTY PLAN NO.	2020-20		
FEDERAL PROJECT NO.			



1 POINT REYES-PETALUMA RD, STA 10+00 TO 14+50
SCALE: 1" = 20'



A CROSS SECTION A-A
5 SCALE: 1" = 5'

REVISIONS	NO.	DESCRIPTION	BY	APPROVED	DATE

APPROVAL RECORDED:
 PRINCIPAL ENGINEER, LICENSE NO. 74430
 APPROVAL RECORDED:
 ASST. DIRECTOR OF PUBLIC WORKS, LICENSE NO. 62684

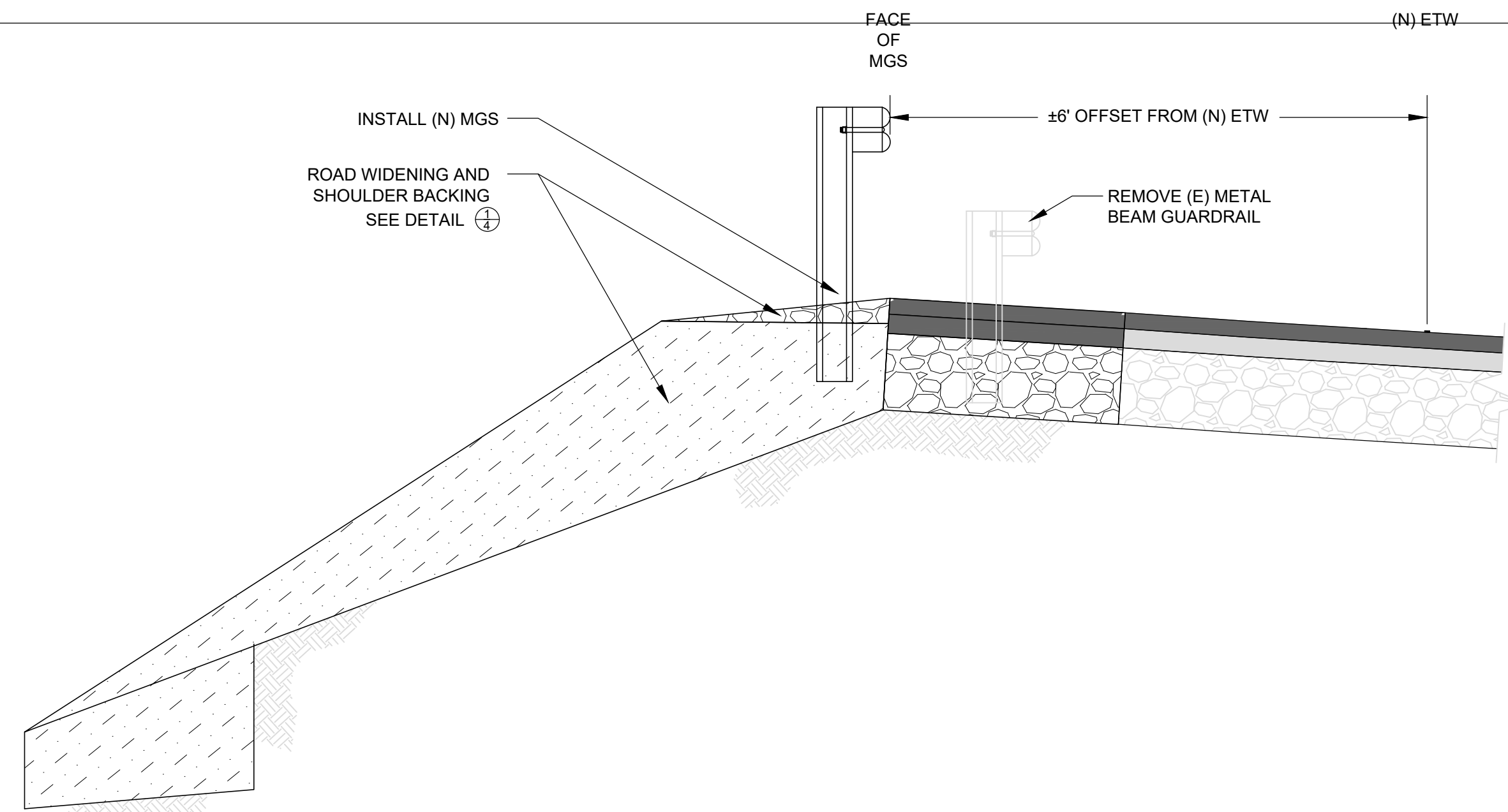
DEPARTMENT OF PUBLIC WORKS
 3501 CIVIC CENTER DRIVE
 SAN RAFAEL, CA 94903

CHECKED: RC
 DATE: 9/11/2020

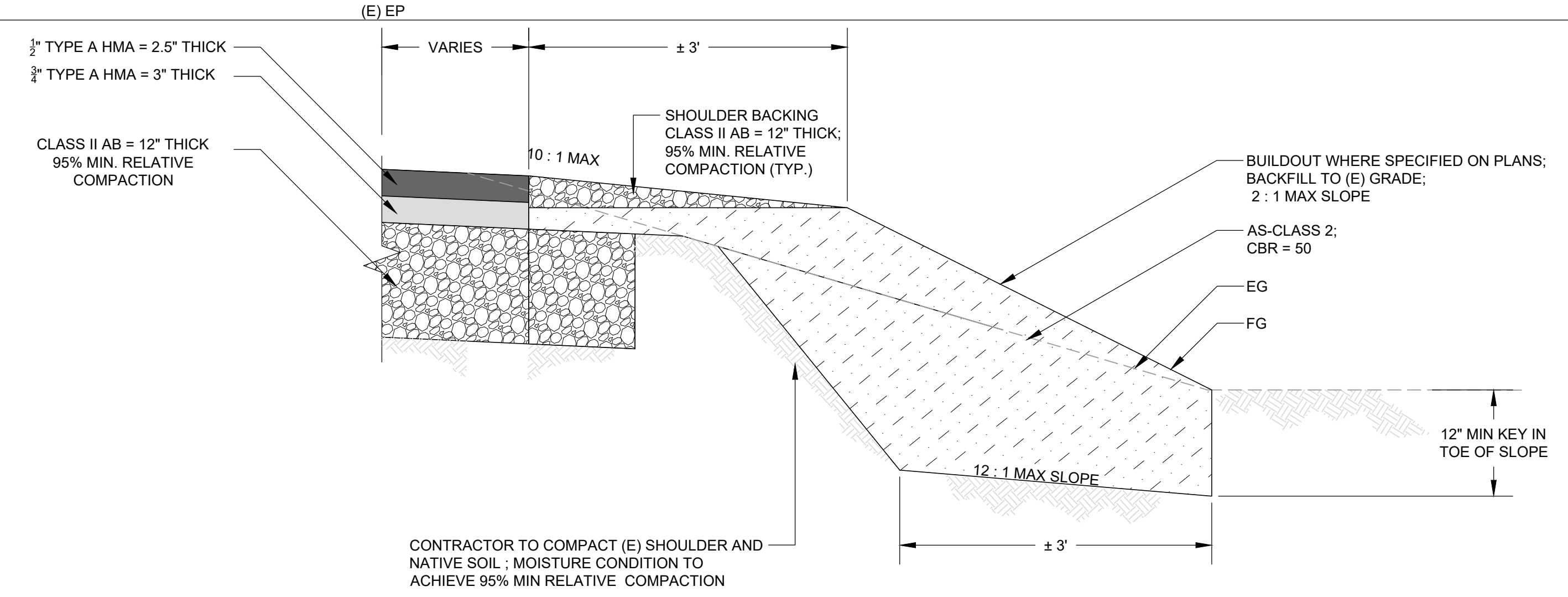
DESIGNED: EG
 DRAWN: EG

HIGHWAY SAFETY IMPROVEMENT PROGRAM
**POINT REYES-PETALUMA RD AT
 NICASIO VALLEY RD TURN POCKET**
 STA 19+50 TO STA 25+17

SHEET NO. **4** OF **5**
 COUNTY PLAN NO. 2020-20
 FEDERAL PROJECT NO.

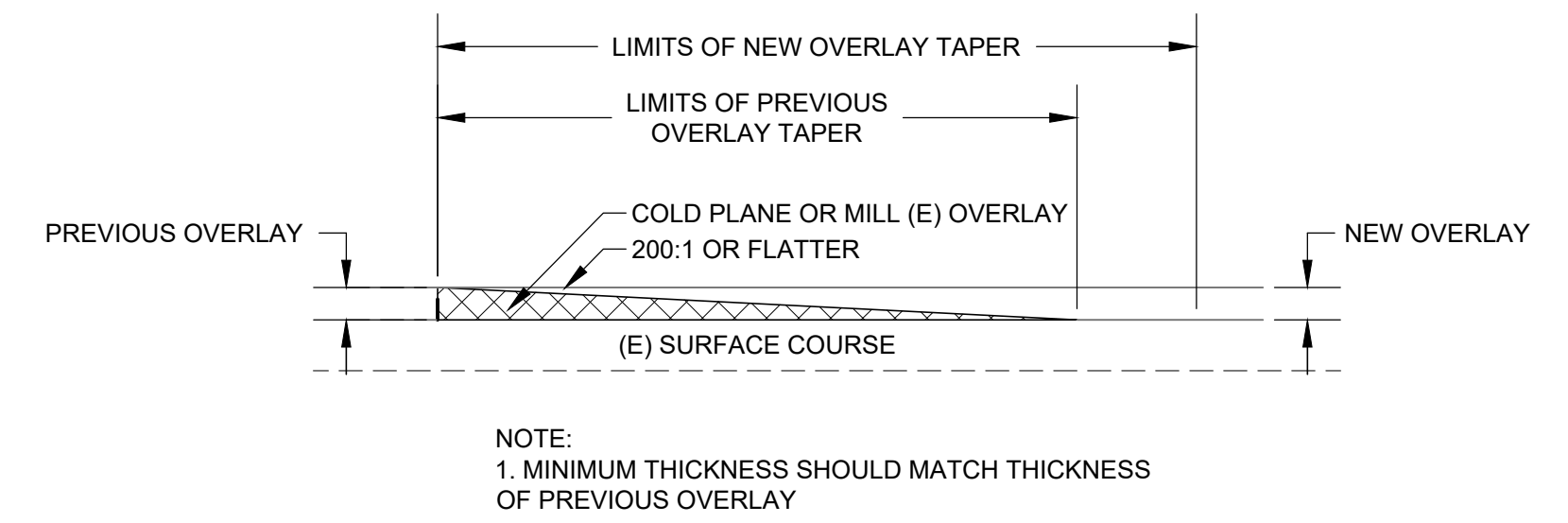


1
5 MGS INSTALLATION LOCATION
SCALE: NTS

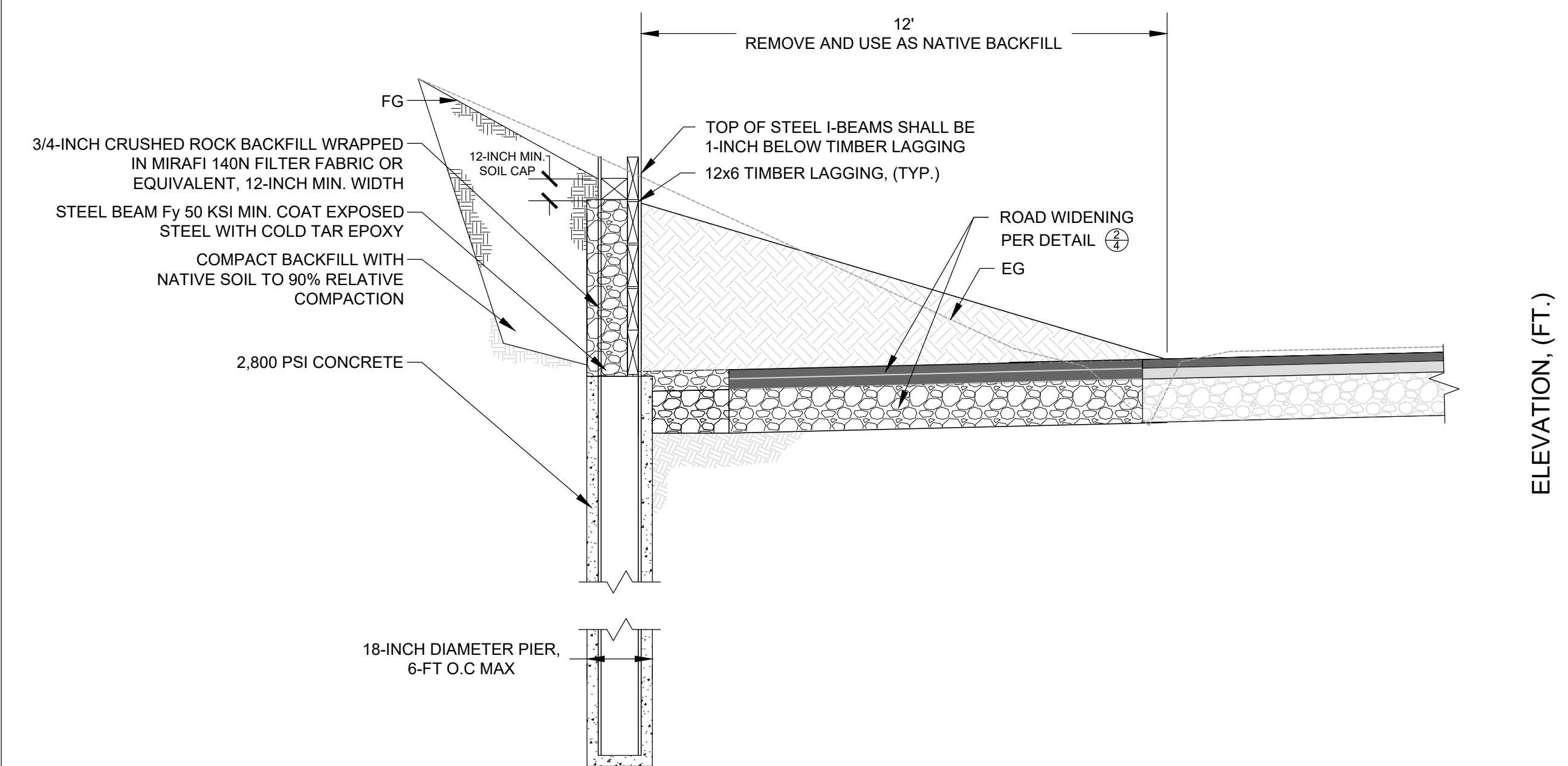


- SHOULDER BACKING NOTES:**
1. THE SURFACE OF THE FINISHED AGGREGATE BASE SHALL BE FIRM AND UNYIELDING. ANY VISIBLE MOVEMENT OF AGGREGATE BASE UNDER CONSTRUCTION EQUIPMENT OR VEHICLE LOAD MEANS THE AGGREGATE BASE DOES NOT MEET THE REQUIREMENT AND MUST BE RE-COMPACTED.
 2. PRIOR TO PLACEMENT OF SHOULDER BACKING MATERIAL, BASEMENT MATERIAL SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 0.25'. IMMEDIATELY PRIOR TO PLACEMENT OF SHOULDER BACKING MATERIAL, SCARIFIED MATERIAL SHALL BE WATERED. SHOULDER BACKING MATERIAL SHALL BE PLACED, WATERED, AND ROLLED A MINIMUM OF TWO PASSES OR TO THE SATISFACTION OF THE ENGINEER WITH A STEEL TIRED ROLLER WEIGHING NOT LESS THAN 8 TONS TO FORM A SMOOTH, COMPACTED SURFACE. WATERING SHALL CONFORM TO THE PROVISIONS IN SECTION 17, "WATERING" OF THE STANDARD SPECIFICATION.

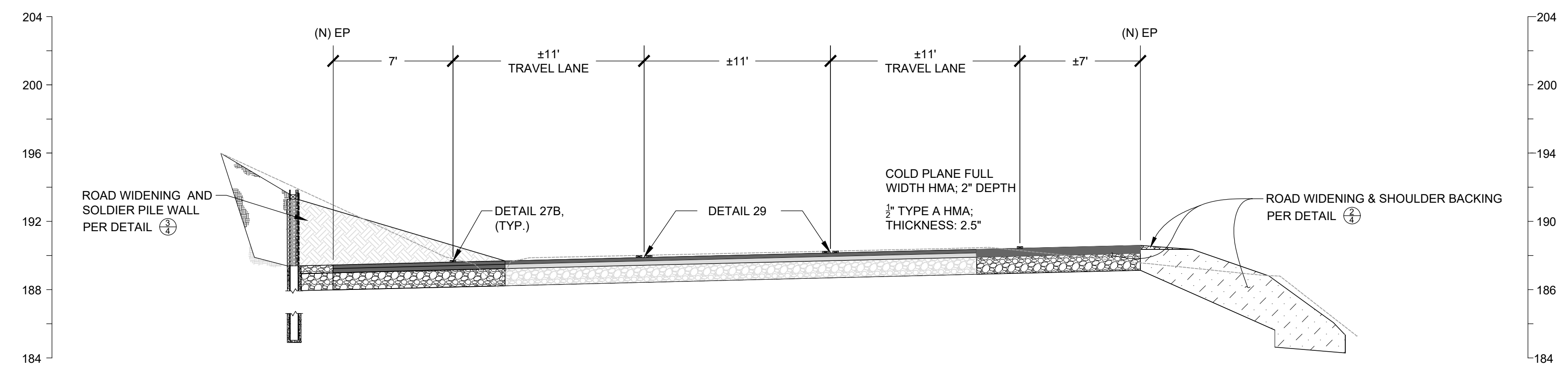
2
5 ROAD WIDENING & SHOULDER BACKING
SCALE: NTS



3
5 CONFORM GRIND
SCALE: NTS



3
5 SOLDIER PILE & TIMBER LAGGING DETAIL
SCALE: NTS



B
5 CROSS SECTION A-A
SCALE: 1" = 5'

REVISIONS	NO.	DESCRIPTION	BY	APPROVED	DATE

APPROVAL RECORDED:	DATE:
PRINCIPAL ENGINEER, LICENSE NO. 7430	DATE:
APPROVAL RECORDED:	DATE:
ASST. DIRECTOR OF PUBLIC WORKS, LICENSE NO. 62684	DATE:

DEPARTMENT OF PUBLIC WORKS	CHECKED: RC	DATE: 9/11/2020
3501 CIVIC CENTER DRIVE	DESIGNED: EG	DRAWN: EG
SAN RAFAEL, CA 94903		

HIGHWAY SAFETY IMPROVEMENT PROGRAM
POINT REYES-PETALUMA RD AT
NICASIO VALLEY RD TURN POCKET
DETAILS & CROSS SECTIONS

SHEET NO.	5	OF	5
COUNTY PLAN NO.	2020-20	FEDERAL PROJECT NO.	

Exhibit D



ORDER NO: 00506394-DJ

CAL LAND TITLE COMPANY

FIRST LOOK CHECKLIST

Will any of the following situation potentially affect your transaction:

- Will the principals be using a **POWER OF ATTORNEY**?
- Are any of the parties in title **INCAPACITATED OR DECEASED**?
- Has a **CHANGE IN MARITAL STATUS** occurred for any of the principals?
- Will the property be transferred to a **NEW TRUST, PARTNERSHIP OR CORPORATION**?
- Do the sellers of the property **RESIDE OUTSIDE OF CALIFORNIA OR THE UNITED STATES**?
- Have any of the principals **RECENTLY FILED BANKRUPTCY**?
- Are the principals involved in an **EXCHANGE WITH THIS PROPERTY**?
- Has there been a **WORK OF IMPROVEMENT, CONSTRUCTION, OR ANY REMODELING** of the subject property in the last 90 days?

If you answered YES to any of these questions, please contact your escrow officer right away, so we can assure a smooth closing.

Remember, all parties signing documents must have a valid photo I.D. or driver’s license for a notarial acknowledgment.

Thank you for helping Cal Land Title Company serve you better.

252 First Street, Benicia, CA 94510 (707) 361-5760
300A Drakes Landing Road, Suite 100, Greenbrae, CA 94904 (415) 569-4800



CAL LAND
— TITLE —

ORDER NO: 00506394-DJ

PRELIMINARY REPORT

First American Title Insurance Company

Cal Land Title Company

California Department of Insurance License No. 2553-6

630 Las Gallinas Avenue, 3rd Floor, San Rafael, CA 94903

Tel: (415) 569-4800 - Fax: (415) 785-3976

Property Address:

No Situs Address
, CA

Assessor's Parcel Number:

121-230-04

Buyer/Borrower:

Marin Municipal Water District

Seller/Owner:

MMWD

Direct Escrow Inquiries to Escrow Officer:

Dean'a Jerejian
Email: djerejian@cal-land.com

Direct Title Inquiries to:

Bill Curry
Email: bcurry@cal-land.com

Reference Number:

In response to the application for a policy of title insurance referenced herein, First American Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

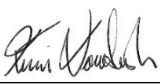
This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of First American Title Insurance Company.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Dated as of December 28, 2022 at 7:30 A.M.

By: 
Authorized Signatory



CAL LAND
— TITLE —

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The form of policy or policies of title insurance contemplated by this report is:

ALTA Owner's Policy (6/17/06) with Regional Exceptions (Standard Coverage)

A specific request should be made if another form or additional coverage is desired.

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MARIN MUNICIPAL WATER DISTRICT, A PUBLIC CORPORATION

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.



CAL LAND
— TITLE —

ORDER NO: 00506394-DJ

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this report is situated in the unincorporated area of County of Marin, State of California, and is described as follows:

Parcel One:

BEGINNING at the Southwest corner of the property described in Deed from Gumesindo Pacheco to Peter Dolcini recorded September 25, 1901 in [Volume 69 of Deeds at page 332](#), Marin County Official Records, said point being the intersection of the county road leading to Petaluma to Nicasio to Olema and to the “Corral Tract”; running thence from said point of beginning along the Westerly boundary line of said Dolcini property (the center of the road leading from Nicasio to Petaluma) North 17° 52’ East 282.00 feet; North 5° 20’ East 400.80 feet; North 2° 06’ West 353.40 feet; North 18° 23’ East 477.60 feet; North 5° 47’ West 303.18 feet; North 13° 20’ East 121.20 feet; North 48° 54’ East 610.80 feet; North 59° 37’ East 224.20 feet; North 31° 32’ East 246.60 feet; and North 16° 09’ East 210.00 feet; thence leaving said Westerly line of Dolcini (the center of the road leading from Nicasio to Petaluma) South 18° 18’ 44” East 343.35 feet; South 44° 04’ 59” West 421.95 feet; South 24° 53’ 55” East 593.80 feet; South 24° 53’ 55” 508.93 feet; South 49° 57’ 21” West 329.57 feet; South 17° 28’ 04” East 740.96 feet; South 72° 31’ 56” West 50.00 feet; thence on a curve to the left whose center bears North 72° 31’ 56” East, radius of 1875 feet, a central angle of 13° 30’ a distance of 441.79 feet; thence South 59° 01’ 56” West 75.00 feet; thence on a curve to the left, whose center bears North 59° 01’ 56” East, radius of 1950 feet, a central angle of 10° 00’, a distance of 340.34 feet; thence North 49° 01’ 56” East 50.00 feet; thence on a curve to the left whose center bears North 49° 01’ 56” East, radius of 1900 feet, a central angle of 13° 30’, a distance of 447.68 feet; thence South 35° 31’ 56” West 50.00 feet; thence on a curve to the left whose center bears North 35° 31’ 56” East, a radius of 1950 feet, a central angle of 08° 50’ 04”, a distance of 300.63 feet; thence South 63° 18’ 08” East 331.64 feet to the Southeasterly boundary line of said Dolcini property, said point being the center of the road from Nicasio to Petaluma; running thence along the Southerly property boundary line of said Dolcini property (the center of the road from Nicasio to Petaluma) North 61° 00’ 20” West 543.46 feet; North 51° 22’ 09” West 1123.00 feet and North 69° 59’ 09” West 917.60 feet to the point of beginning.

Parcel Two:

A strip of land 5 feet wide, lying parallel with, adjacent to and Northeasterly of the following described line:

BEGINNING at a point which bears South 17° 28’ 04” East 240.00 feet from the Northwesterly extremity of the course South 17° 28’ 04” East 740.94 feet described in the Lis Pendens, Marin Municipal Water District, a public corporation, vs. Arnold T. Dolcini, et al, recorded June 17, 1958 in [Volume 1196 of Official Records at Page 120](#), Marin County Records, under Parcel One (Dolcini); running thence from said point of beginning along the above mentioned course, South 17° 28’ 04” East 450.00 feet.

Parcel Three:

BEGINNING at a point which bears South 59° 01’ 56” West 31.00 feet from the Northeasterly extremity of the course South 59° 01’ 56” West 75.00 feet described in the Lis Pendens, Marin Municipal Water District, a public corporation, vs. Arnold T. Dolcini, et al, recorded June 17, 1958 in [Volume 1196 of Official Records at Page 120](#),



CAL LAND
— TITLE —

ORDER NO: 00506394-DJ

Marin County Records, under Parcel One (Dolcini); running thence from said point of beginning on a curve to the left whose center bears North 59° 01' 56" East with a radius of 1906.00 feet and a central angle of 09° 34' 04" for a distance of 318.28; thence North 49° 27' 52" East 86.00 feet; thence on a curve to the left whose center bears North 49° 27' 52" East with a radius of 1820.00 feet and a central angle of 12° 35' 33" for a distance of 400.00 feet; thence South 36° 52' 19" West 70.00 feet; thence on a curve to the left whose center bears North 36° 52' 19" East with a radius of 1890.00 feet and a central angle of 08° 47' 29" for a distance of 290.00 feet; thence South 28° 04' 50" West 16.00 feet; thence on a curve to the left whose center bears North 28° 04' 50" East with a radius of 1906.00 feet and a central angle of 01° 22' 58" for a distance of 46.00 feet; thence South 63° 18' 08" East 355.29 feet to the Southeasterly boundary line of the property described in the Deed from Gumesindo Pacheco to Peter Dolcini, recorded September 25, 1901 in [Volume 69 of Deeds at page 332](#), Marin County Records; running thence along said abovementioned boundary line South 54° 57' 30" West 49.95 feet to the most Easterly corner of the aforesaid property described in the Lis Pendens, Marin Municipal Water District, a public corporation, vs. Arnold T. Dolcini, et al; running thence along the line described in said Lis Pendens, North 63° 18' 08" West 331.64 feet; thence on a curve to the right whose center bears North 26° 41' 52" East with a radius of 1950 feet and a central angle of 08° 50' 04" for a distance of 300.63 feet; thence North 35° 31' 56" East 50.00 feet; thence on a curve to the right whose center bears North 35° 31' 56" East with a radius of 1900 feet and a central angle of 13° 30' for a distance of 447.68 feet; thence South 49° 01' 56" West 50.00 feet; thence on a curve to the right whose center bears North 49° 01' 56" East with a radius of 1950 and a central angle of 10° 00' for a distance of 340.34 feet; thence North 59° 01' 56" East 44.00 feet to the point of beginning.

Parcel Four:

A flooding easement described as follows:

BEGINNING at the Northeasterly extremity of the course South 49° 57' 21" West 601.14 feet described in the Lis Pendens, Marin Municipal Water District, a public corporation, vs. Arnold T. Dolcini, et al, recorded June 17, 1958 in [Volume 1196 of Official Records at Page 120](#), Marin County Records, under Parcel One (Dolcini); running thence from said point of beginning South 49° 57' 21" West 271.57 feet; thence North 24° 53' 55" West 508.93 feet; and South 55° 48' 02" East 510.43 feet to the point of beginning.



CAL LAND
— TITLE —

ORDER NO: 00506394-DJ

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Assessments, if any, for Community Facilities Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts
4. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
5. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
6. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
7. Rights of the public in and to that portion of the land lying within Nicasio Valley Road (formerly San Geronimo – Nicasio County Road) & Pointe Reyes – Petaluma County Road.
8. An easement for electric transmission and distribution lines and facilities and incidental purposes, recorded July 9, 1938 as [Book 366 at Page 258](#) of Official Records.
In Favor of : Pacific Gas and Electric Company

The location of the easement cannot be determined from the public record.

9. An easement for country road and incidental purposes, recorded June 19, 1940 as [Book 391 at Page 275](#) of Official Records.
In Favor of : County of Marin

The location of the easement cannot be determined from the public record.

10. An easement for communication transmission and distribution lines and facilities and incidental purposes, recorded February 1, 1950 as [Book 636 at page 425](#) of Official Records.
In Favor of : Pacific Telephone and Telegraph Company

The location of the easement cannot be determined from the public record.

Terms and provisions contained in the above document.

11. The terms and provisions contained in the document entitled "Interlocutory Judgment of Condemnation" recorded August 31, 1960 as [Book 1394 at page 324](#) of Official Records.



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Final Judgment and Decree of Condemnation recorded October 23, 1960 as [Book 1408 at page 305](#) of Official Records

Document declaring amendment of said Final Judgment and Decree of Condemnation recorded August 14, 1961 as [Book 1487 at page 600](#) of Official Records.

12. The effect, if any, of that certain document recorded September 6, 1961 in [Book 1494 at page 432](#) of Official Records

Said document appears to affect the roadway traversing property described herein. However, the legal description of record is illegible and cannot be plotted.

13. In the event the land is operative property of the above vested owner, any conveyance or encumbrance thereof is subject to the regulatory power of the Public Utilities Commission of the State of California and express permission therefore should be obtained.
14. Water rights, claims or title to water, whether or not shown by the Public Records.
15. Rights of parties in possession.

-END OF EXCEPTIONS-



CAL LAND
— TITLE —

ORDER NO: 00506394-DJ

Information Notes:

- a. The following taxes are shown for proration purposes only:

General and special taxes and assessments for the fiscal year 2022/23

First Installment : \$1,077.00 Paid
 Second Installment : \$1,077.00 Paid
 Tax Rate Area : 076-003
 A. P. No. : 121-230-04

- b. The Assessor’s Parcel Number(s), if any, contained in the legal description herein, are for quick identification purposes only, and are not a part of the actual legal descriptions.
- c. Any statement regarding the acreage of the herein described land contained within the legal description in this report is derived from the public record and is for recorded deed purposes only. The Policy of Title Insurance contemplated by this report provides no insurance with respect to acreage and no acreage statement will appear within the legal description of such policy.
- d. The County Recorder may charge an additional \$20.00 recording fee, if not provided with a “Preliminary Change of Ownership Report” Form, for each Deed to be recorded. The purchaser is responsible for completing and signing this form.
- e. Before an escrow can close, or funds placed in a Savings Account, the Seller must furnish a Taxpayer Identification Number to us so that we can file an IRS Form 1099S or its equivalent, with the Internal Revenue Service. This procedure is required by Section 6045 of the Internal Revenue Code.
- f. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company of the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

Lenders Supplemental Report:

- g. This report contemplates the issuance of a Lender’s Policy of Title Insurance. We have no knowledge of any fact that would preclude the issuance of CLTA Form 100 Endorsement and a CLTA Form 116 Endorsement in conjunction with said policy.
- h. Said CLTA Form 116 Endorsement will indicate that there is located on the land a Vacant Land, commonly known as: No Situs Address , CA
- i. According to the public records, there has been no conveyance of the land within a period of two years prior to the date of this report, except as follows:

NONE



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esn

exn

Mark Encinas/aft



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RESTRICTIVE COVENANT NOTIFICATION

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a "Restrictive Covenant Modification" form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is included.

[Restrictive Covenant Modification form](#)



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WARNING:

The map attached, if any, may or may not be a survey of the land depicted hereon. First American disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

[CLICK HERE FOR MAP](#)



CAL LAND
— TITLE —

ORDER NO: 00506394-DJ

PRIVACY POLICY

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record of from another person on entity. First American has also adopted guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested for us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American’s *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ATTACHMENT ONE (Revised 06-03-11)**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE****EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

		Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	Risk	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	Risk	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	Risk	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	Risk	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5000.00

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- * land use
- * improvements on the land
- * land division
- * environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- * a notice of exercising the right appears in the public records
- * on the Policy Date
- * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- * that are created, allowed, or agreed to by you
- * that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- * that result in no loss to you
- * that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- * to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Bid and Quotation Results for Furnishing Water Treatment Chemicals

July 1, 2024 – June 30, 2025

CHEMICAL	COMPANY	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED COST
Aqua Ammonia	Hills Brother Chemical Co.	20,000 gal	\$4.10	\$82,000
Ferric Sulfate	Thatcher Chemical of CA, Inc.	1331 dry tons	\$571.05	\$760,067
Hydrofluorosilicic Acid	Pennco, Inc.	28,000 gal	\$3.18	\$89,040
Caustic Soda	Brenntag Pacific, Inc.	626 dry tons	\$669.9	\$419,357
Sodium Hypochlorite	Univar USA Inc.	220,000 gal	\$3.25	\$715,000
Zinc Orthophosphate	Brenntag Pacific, Inc.	135 wet tons	\$1,536.67	\$207,450
Cationic Polymer	Nalco Company	40,000 lbs.	\$1.18	\$47,200
Anionic Polymer	Nalco Company	2,790 lbs.	\$2.42	\$6,752
Total Estimated Cost:				\$2,326,866

The total estimated cost of \$2,326,866 is 4.42% lower than the prior year bids.

A brief review and explanation of water treatment chemicals (ferric sulfate, polymers, sodium hypochlorite, ammonia, caustic soda, zinc orthophosphate, and fluoride) used by MMWD follows.

Specifications and Standards

In addition to the District's own requirements, standards published by the American Water Works Association are used in the purchase contract. Also, since 1994, California has required that all drinking water "direct additive" products be certified by a testing organization that is accredited by the American National Standards Institute (ANSI). The two major testing organizations are the National Sanitation Foundation (NSF International) and Underwriter's Laboratory (UL). These organizations provide independent quality control oversight to the producers of drinking water treatment chemicals.

Removal of Particulate Matter (Coagulation/Flocculation/Sedimentation)

Due to supply issues in the Ferric Chloride market, in FY2021 the District was forced to switch to Ferric Sulfate. Over the past few years the Ferric Chloride market continues to be impacted by instability in the market place. This year staff decided to bid only Ferric Sulfate, since the Ferric Chloride market has

not softened to the point of affordability. The plants will remain on Ferric Sulfate this year because it works well and remains more cost effective.

All surface waters contain naturally-occurring suspended and dissolved matter such as clays, decayed organic matter, metal oxides, and minerals like silica. These particles are too small to be removed by gravity settling alone, partly due to the negative charge of the particles which helps keep them in suspension. The District adds a coagulant, ferric sulfate, which acts to disrupt the natural particle charge so that dissolved matter comes out of solution to form particles and these particles and as well as suspended solids are attracted to each other to form larger particles. Flocculation is the process of applying mixing energy to the water containing the small particles to promote particles coming into contact with each other thereby enabling the formation of larger particle groups (called flocs). The floc particle groups are heavy enough to settle and be removed through sedimentation from the drinking water. Each of these processes (coagulation, flocculation and sedimentation) takes place in the large circular clarifiers at District treatment plants.

Ferric sulfate also enables the District to continue meeting the stringent regulations limiting total organic carbon (TOC), a surrogate parameter for the precursors of disinfection by-products. The use of ferric sulfate has significantly reduced TOC and lowered disinfection by-products in treated water and puts the District in good position to continue to meet regulations and reduce health concerns about disinfection by-products. As an added benefit, ferric sulfate is less sensitive to changes in raw water conditions typically encountered when changing supply from one reservoir to another.

Polymers

To further control particle charge, and thereby improve the removal of particulates and filtration processes, polymers or polyelectrolytes may be added. Polymers are high molecular weight, long-chained organic compounds. Polymers that create a positive charge are referred to as cationic polymers, and those polymers that create a negative charge are referred to as anionic, and a third variety that provides an overall neutral charge are referred to as nonionic. Polymers added to enhance coagulation are referred to as a *coagulant aid* while those added to enhance filtration are called a *filter aid*.

Destruction of Disease Causing Organisms (Disinfectants)

Chlorine in the form of sodium hypochlorite (bleach) is used to inactivate disease causing bacteria, viruses, and, to some extent, protozoa. The District uses two forms of chlorine: free and combined.

Free chlorine is used as the primary disinfectant; with appropriate doses and contact time this strong disinfectant virtually eliminates the risk from bacteria, viruses, and most protozoa. The use of chlorine in water treatment is largely responsible for the near-elimination of waterborne disease in the U.S. However, free chlorine has some drawbacks such as limited ability to penetrate the thick walls of the *Cryptosporidium* oocyst, which can cause gastrointestinal illness, has little effect on biofilm in the distribution system, creates disinfection by-products with regulatory limits and health concerns by reaction with naturally occurring matter in the water, has poor persistence, and imparts a chlorinous taste and smell to drinking water.

Combined chlorine or chloramine (chlorine combined with ammonia) is too slow-acting to use as a primary disinfectant but is an excellent secondary disinfectant. Chloramine doesn't create THMs or other chlorine by-products, has excellent persistence and ability to penetrate biofilm, and does not

have a chlorinous taste or smell. Recent research has indicated that chloramine following chlorine disinfection can achieve significant inactivation of *Cryptosporidium*.

Free chlorine is used within the treatment plant where its strength and kinetic advantage is needed. Once primary disinfection has been achieved, the free chlorine is converted to chloramine before the water leaves the plant to provide a long-lasting disinfectant residual providing bacterial protection throughout the distribution system and results in better tasting water.

Corrosion Control (Caustic Soda & Zinc Orthophosphate)

This year, staff was able to find Zinc Orthophosphate suppliers willing to commit to an annual contract. The current FY2025 price is \$1,536.67/wet ton. This represents a 35% decrease from last year’s annual contract unit cost. Corrosion control is important in maintaining the longevity of the District’s pipe network as well as consumer household piping and helps to maintain compliance with lead and copper water quality regulations. The District uses two chemicals to provide corrosion control to the water: pH adjustment using caustic soda (sodium hydroxide) and zinc orthophosphate. The two chemicals have a synergistic effect that protects both the customers' and the District's piping without the scale build-up of other techniques. Corrosion control also minimizes the lead and copper that can leach from customers' soldered copper piping and brass faucets. The District has one of the lowest lead/copper corrosion rates in the Bay Area as measured by first-draw testing at customers' faucets. New and existing plumbing components still contain small amounts of lead, therefore the District’s corrosion control program is critical to minimizing the amount of lead in drinking water.

Fluoride

Fluoride in the form of hydrofluosilicic acid is added to boost the naturally-occurring fluoride level (0.1 mg/L) to the optimum level for cavity prevention (0.7 mg/L). Fluoride addition was implemented following the passage of a voter initiative in 1972, which was reconfirmed by the District’s voters in 1978. In California, legislation was enacted in 1995 which requires fluoridation after 1997 for all public water agencies serving populations over 10,000 if there is an external source of funding.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: The purchase of water treatment chemicals is essential to the production of safe drinking water and the cost of water treatment chemicals is included in the budget for FY 2025.

ATTACHMENT(S): None.

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



STAFF REPORT

Meeting Type: Board of Directors
Title: Water Efficiency Program – Proposed Changes to Incentives
From: Paul Sellier, Director of Water Resources
Through: Ben Horenstein, General Manager
Meeting Date: May 21, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve the proposed changes to the District water efficiency incentives

SUMMARY: Staff presented the proposed changes to the Board at the May 1, 2024 Water Efficiency Master Plan Workshop and the May 15, 2024 Communications and Water Efficiency. The High-Efficiency Toilet Rebate program, which was reinstated during the water shortage emergency, and the longstanding High-Efficiency Clothes Washer Rebate are a largely ineffective use of District resources because high flow toilets and washing machines are no longer available for purchase. The funds allocated to these programs would be redirected to support a new Custom Rebate program tailored for Commercial, Institutional, Irrigation, and Multi-Family Customers.

DISCUSSION: This item was previously presented at the Communications and Water Efficiency Committee on May 15, 2024. The changes include sun setting the High Efficiency Toilet Rebate Program and the Clothes Washer Rebate Program; and launching a new Custom Rebate.

High Efficiency Toilet Rebate

Through rebates, District policy, and state regulations, high flow toilets have been replaced with low flow and high efficiency fixtures resulting in a substantial level of efficient fixture saturation in the District’s service area. Additionally, the current rebate program has very little participation, likely due to the saturation. From 1993 to 2019, over 48,000 toilets were incentivized for replacement through District programs.

In conjunction with the incentives, District policy through Residential Time-of-Sale Ordinances effective during the periods of 2002-2004 and 2004-2007, further expedited the fixture replacement resulting in an additional 14,000 replaced. California adopted AB715 in 2014 which restricted the flush volume for toilets sold in the State to 1.28 gallons per flush. In June 2023, EPA issued a Notice of Intent to revise the WaterSense Specification for Tank-Type Toilets to make improvements to the specification criteria.

Changes to the WaterSense specification could potentially further reduce the flush volume of toilets sold in California in the future.

High Efficiency Clothes Washer Rebate

The High Efficiency Clothes Washer Rebate has been offered by the District for decades. Similar to toilets, clothes washer standards have ratcheted down the acceptable level of water and energy use allowed for fixtures available on the market. As a result market transformation through these ongoing code updates are reducing water use of clothes washers and reducing the need for incentives. The recent Flume analysis of clothes washers shows a high saturation of high efficiency washers. Since almost all washers on the market are efficient, there are likely a high number of “free riders”. Free riders are customers who would purchase the equipment regardless of the incentive. The current rebate program has about 8 participants each month.

Based on fixture saturation, low participation, and regulations limiting water use by both clothes washers and toilets, staff is recommending the high efficiency toilet and clothes washer rebate program sunset effective June 30, 2024. Having a delayed effective date allows one final opportunity for customers who have delayed installing their high efficiency fixtures to receive a rebate. The toilet rebate program was budgeted in FY24 at \$12,000 and the clothes washer program was budgeted at \$10,000. Staff believes that these funds would be more effective if directed to other Water Efficiency programming.

Custom Rebate Program

The Custom Rebate will provide an incentive for non-residential customers to implement water saving upgrades that are not covered though any other existing rebate program. A detailed Standard Operating Procedure will be developed and signed off by the General Manager, which will include:

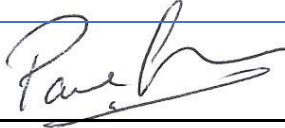

- Methodology for estimates of water savings, fixture life, and costs
- The customer rebate amount will be no more than the lesser of:
 - 50% cost share or
 - 75% of the amount calculated based on water savings
- Rebate based on water savings will be in accordance with a cost model developed with support of the Finance Department
- Timing of the rebate payments
- Levels of staff authority for project approvals

Adding this new program for Commercial, Institutional, Irrigation and Multi-Family Customers will provide water savings support for our non-residential customers.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S): None.

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Water Resources		
	<p>Paul Sellier Water Resources Director</p>	<p>Ben Horenstein General Manager</p>



STAFF REPORT

Meeting Type: Board of Directors
Title: Microsoft Enterprise Agreement
From: Bret Uppendahl, Finance Director
Through: Ben Horenstein, General Manager
Meeting Date: May 21, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Authorize the General Manager to finalize and execute a Licensing Solution Provider Agreement with Dell Marketing LP to provide Microsoft M365 Services in an amount not to exceed \$434,351 over a three year period

SUMMARY: This Staff Report outlines the proposed Enterprise Agreement between the Marin Municipal Water District and Dell Marketing L.P. for the utilization of Microsoft’s M365 services. The proposed agreement is structured as a three-year commitment with annual payments due on the anniversary date of the agreement each year. The M365 services will be delivered through Microsoft's Commercial Azure public cloud, specifically under the Enterprise Level 3 subscription (E3) and will include license entitlements for up to a total of 250 users. Additionally, the agreement includes subscriptions to the Microsoft Teams collaboration tools, the Microsoft Defender cybersecurity platform and server operating system licensing to support data center operations.

DISCUSSION: The proposed Enterprise Agreement with Microsoft marks a significant step forward in modernizing the District’s IT infrastructure. The benefits of transitioning to M365 cloud services include reduced reliance on ‘on-premise’ hardware, the ability to access files from any location through the cloud, seamless integration between business applications and email, increased security, and the ability to scale up or down based on future needs.

The District is able to “piggyback” on an Enterprise Agreement originally adopted by Riverside County which is leveraged by most public agencies in California due to the favorable terms. The subscription includes M365 cloud services provided through Microsoft's Commercial Azure public cloud platform and is categorized under the Enterprise Level 3 (E3) subscription, tailored for 250 users. The E3 subscription includes the Microsoft Office Suite, hosted exchange for email and calendaring, cloud storage solutions through OneDrive for Business, internal collaboration solutions through Teams and SharePoint Online and a comprehensive suite of mobility and security solutions.

The annual cost of the agreement is subject to potential increases due to a "true-up" process, which accounts for increased usage or the addition of services not included in the initial agreement. This flexibility ensures that the District can adapt to changing needs and scale services accordingly. As outlined below, the current estimate for a total 3 year contract cost is \$434,351, which includes an estimated 20% 'true-up' in years two and three of the contract.

**Table 1
Payment Estimates**

Agreement Year	Summary	Annual Payment
2024-2025	Windows Server OS, SQL Server, Visual Studio, M365 E3 (250 users), Teams Enterprise, Defender	\$119,328
2025-2026	20% True-Up	\$143,193 (Projected)
2026-2027	20% True-Up	\$171,831 (Projected)


The District’s IT Department is actively planning and projecting a complete migration to the M365 cloud services by the end of the current calendar year. This transition is expected to streamline District operations, reduce dependency on outdated software, and provide staff with modern tools to enhance productivity and collaboration.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: Transitioning to M365 services will ultimately allow the District to phase out many of its current legacy software solutions, reducing overall cost and complexity in terms of software maintenance and support. The total three year contract cost is estimated at \$434,351 but will ultimately depend on the District’s utilization rate of Microsoft services. Funding for the annual contract is included in the IT Department Budget for FY 2024-25 and FY 2025-26.

ATTACHMENT(S):

1. Dell Customer Quotation – Microsoft Enterprise Agreement Master #8084445
2. Riverside County Microsoft Enterprise Agreement (Sample)

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Finance	 Bret Uppendahl Finance Director	 Ben Horenstein General Manager

Attachment 1

Section 8. Item #h.



Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@del.com
 512.720.4469

Customer: Marin Municipal Water District

Contract: Riverside County Master Agreement - PSA-0001524 (8084445)

Microsoft Enterprise Agreement (EA) #: New/TBD

Date of Issue: 5/3/2024
 Quote Expires: 6/30/2024

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Section 1- Licenses and Software Assurance

Product Description	Mfg#	Quantity	Unit Price	Ext. Price
SQL Server Standard Core ALng LSA 2core (quantity 2 = 4 cores, the minimum licensing requirement for SQL)	7NQ-00302	2	\$1,479.77	\$2,959.54
Win Server DataCenter Core ALng LSA 2core (quantity 8 = 16 cores, the minimum licensing requirement for Win Svr)	9EA-00039	8	\$288.87	\$2,310.96
Win Server Standard Core ALng LSA 2core (quantity 8 = 16 cores, the minimum licensing requirement for Win Svr)	9EM-00562	8	\$44.97	\$359.76
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	2	\$2,266.25	\$4,532.50
All perpetual licenses you buy on the EA include Software Assurance				

Annual Payment Section 1: \$10,162.76

Section 2- Monthly Subscriptions

Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
<i>Enterprise Online Services Products</i>					
M365 E3 FUSL No Teams Sub Per User	EP2-07458	250	12	\$29.57	\$88,710.00
<i>Additional Online Services Products</i>					
Power BI Pro Sub Per User	NK4-00002	1	12	\$7.44	\$89.28
Teams Phone Standard Sub Per User	LK6-00004	1	12	\$5.95	\$71.40
Visio P2 Sub Per User	N9U-00002	1	12	\$11.17	\$134.04
Defender O365 P1 Sub Per User	KF5-00002	250	12	\$1.49	\$4,470.00
Teams Enterprise Sub Per User	EP2-07387	250	12	\$5.23	\$15,690.00
Teams Audio Conferencing with Dial Out US/CA Sub Add-on (\$0.00)	NYG-00001	250	12	\$0.00	\$0.00
<i>Note- Commercial Cloud online services</i>					

Annual Payment Section 2: \$109,164.72

Notes: Microsoft Enterprise Agreement (EA) Master#: 8084445	Total Annual Payment Yr 1	\$119,327.48
	Total Annual Payment Yr 2	\$119,327.48
	Total Annual Payment Yr 3	\$119,327.48
	Total of 3 years of Payments	\$357,982.44

Licensing Solution Provider Agreement Number PSA-0001524

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
 - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
 - 5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

Licensing Solution Provider Agreement Number PSA-0001524

whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- 5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

- 6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).
- 6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
- 6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

Licensing Solution Provider Agreement Number PSA-0001524

amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Alisson Harrington
One Dell Way
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

Licensing Solution Provider Agreement Number PSA-0001524

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

- 14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

Licensing Solution Provider Agreement Number PSA-0001524

be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

- 15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Dell Marketing L.P., a Texas corporation

By: [Signature] Kevin Jeffries, Chairman Board of Supervisors

By: [Signature] Alison Harrington Senior Commercial Counsel

Dated: OCT 22 2019

Dated: October 11, 2019

ATTEST: Kecia Harper Clerk of the Board

By: [Signature] Deputy

APPROVED AS TO FORM: Gregory P. Priamos County Counsel

By: [Signature] Susanna Oh, Deputy County Counsel

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	-0.56
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	-0.43
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	-0.43
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	-0.43
5	All products for Select Plus Agreement No.7756479.		0.55
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
Data and Artificial Intelligent			
1	Build Intelligent Apps	Yes	\$425
2	Build Intelligent Agents	Yes	\$425
3	Machine Learning	Yes	\$425
4	Internet of Things	Yes	\$425
5	Globally distributed data	Yes	\$425
6	OSS Databases	Yes	\$425
7	Cloud Scale Analytics	Yes	\$425
8	Data Platform Modernization to Azure	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425
12	Modern Business Intelligence	Yes	\$425
Biz Apps			
1	Customer Service	Yes	\$425
2	Field Service	Yes	\$425
3	Marketing	Yes	\$425
4	Talent	Yes	\$425
5	Finance and Operations	Yes	\$425
6	Business Central	Yes	\$425
7	Power Apps	Yes	\$425
8	Power BI	Yes	\$425
Apps and Infrastructure			
1	Azure Stack	Yes	\$425
2	High Performance Compute	Yes	\$425
3	Cloud Native Apps using Serverless	Yes	\$425
4	Modernize Apps	Yes	\$425
5	SAP on Azure	No	\$425
6	Linux on Azure	Yes	\$425
7	Dev Ops	Yes	\$425
8	Business Continuity & Disaster Recovery	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	\$425
2	Security	Yes	\$425
3	GDPR & Compliance	Yes	\$425
4	Teamwork	Yes	\$425
5	Calling & Meetings	Yes	\$425
6	Modern Dcsktop	Yes	\$425
7	Office 365 Migration Assistance	Yes	\$425
7a	Mail	Yes	\$425
7b	Teams	Yes	\$425
7c	SharePoint	Yes	\$425
7d	OneDrive	Yes	\$425

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer



JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

<p>Complete this form and return to:</p> <p>Attention: Rick Har E-mail: RHar@rivco.org</p>	<p>Payment should be made to Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501</p> <p>County of Riverside TIN # 95-6000930</p>
--	---

Company Name Dell Marketing L.P.

Name Stacie Becker Title Proposal Manager

Address One Dell Way

City Round Rock Zip Code 78682 Telephone # 512-725-3007

Fax # n/a Email Stacie.Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Stacie Becker
Signature

Stacie Becker
Printed Name

September 19, 2019
Date

Proposal Manager
Title

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	<i>Company name</i>							
RIVCO Contract ID	<i>RIVCO-20800-00x-xx/xx</i>							
Microsoft Agreement Numbers	01E69633, 01E73134, AND NEW							
Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	87654321	Riverside County Information Technology	1/01/12	12/31/16	\$645,000.00	John Doe	John.Doe@riverside.org	951-555-1212
							-	
							-	
							-	

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit E
Master Agreement**

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

* This is for informational purposes only *

Section 8. Item #h.

MSE#: **5-0000004275258**
(MSLI
Tracking
Number)

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

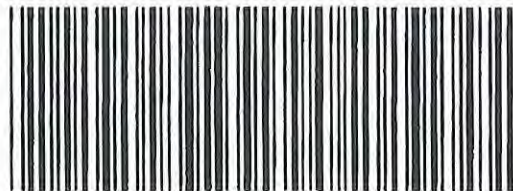
Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

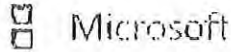
Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

004-kaylead-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* County of Riverside

Signature* *[Signature]*

Printed First and Last Name* Richard R. Hai



Printed Title Sr. Procurement Contract Specialist

Signature Date* 08/22/2019

Tax ID

* indicates required field

FORM APPROVED COUNTY COUNSEL
BY *[Signature]* 8/22/19
DATE
SUSANNA N. OH

Microsoft Affiliate	
Microsoft Corporation	
Signature 	 Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date <small>(date Microsoft Affiliate countersigns)</small>	
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>	
	8/23/2019

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

* This is for informational purposes only *

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:



Agreement

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

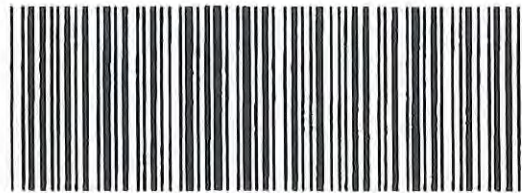
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

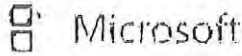
Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

Comments:



Volume Licensing

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. Licenses for Products.

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
 - (i) **Products (other than Online Services)** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement

4. Making copies of Products and re-imaging rights.

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and termination.

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered, or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable, Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection.

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

- a. **Limited warranties and remedies.**
 - (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
 - (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent, or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party, or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above), (2) defense obligations; or (3) violation of the other party's intellectual property rights.

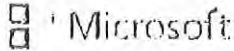
13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. **Miscellaneous.**

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.



Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

- This form applies to:
- MBSA
 - Agreement
 - Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861
 Country* USA
 Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

This contact is a third party (not the entity) Warning This contact receives personally identifiable information of the entity

Microsoft Document Headersheet

Section 8. Item #h.

* This is for informational purposes only *

MSE#:

5-0000004275258

(MSLI
Tracking
Number)

Doc Type:

Amendments

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

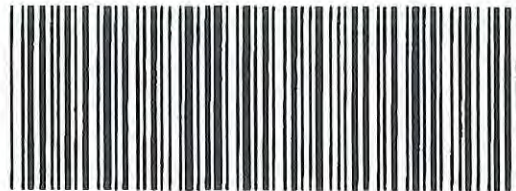
Account Manager Name / Alias:

Country:

United States

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

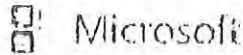
Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM



Amendment to Contract Documents

Agreement Number:

808445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
 - a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server etc
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	C1M-CPT-OPT-FWK	BD
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STAFF REPORT

Meeting Type: Board of Directors

Title: Award of Contract No. 2022 for the Lagunitas Creek Coho Habitat Enhancement Phase 1A Project (GC-21001), Approval of ESA Contact MA 5884 Amendment No. 2, and Approval of CDFW Grant Resolution Accepting Funds for the Phase II Design Work

From: Shaun Horne, Director of Watershed Resources

Through: Ben Horenstein, General Manager

Meeting Date: May 21, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION:

1. Approve a resolution awarding Contract No. 2022 for the Lagunitas Creek Coho Habitat Enhancement Project to Hanford Applied Restoration & Conservation
2. Approve contract Amendment with ESA for Design of Phase 2 and Construction Support Services for Phase 1A and 1B
3. Approve California Department of Fish and Wildlife Grant Resolution to accept funds for design of Phase 2

SUMMARY: On April 9, 2024, the District advertised the Lagunitas Creek Coho Habitat Enhancement Phase 1A Project, which entails furnishing all labor, equipment and materials for the installation of large woody debris, rock, and gravel structures in Lagunitas Creek in support of endangered Coho Salmon and freshwater shrimp, and threatened steelhead populations.

On May 7, 2024, the District received and opened four (4) bids for the Project. Hanford Applied Restoration & Conservation submitted the lowest responsive and responsible bid in the amount of \$1,978,800.00. Therefore, staff recommends that the Board of Directors approve a resolution awarding Contract No. 2022 to Hanford Applied Restoration & Conservation in the amount of \$1,978,800.00 and authorize the General Manager to execute any necessary amendments to Contract No. 2022, which do not exceed a total amount of \$300,000.

Staff will provide a project update and overview of the construction schedule to the Board.

DISCUSSION: Over the past three years, the District and its consultant, Environmental Science Associates (ESA), have been working collaboratively with the Lagunitas Technical Advisory Committee and State and Federal agencies to develop an extensive set of habitat enhancement plans for Lagunitas Creek from Peters Dam through Samuel P. Taylor State Park. This planning effort has been funded primarily through two CDFW grants aimed at improving conditions for endangered Coho Salmon and threatened steelhead, as well as other rare and sensitive aquatic species such as California freshwater shrimp. At the September 15, 2020 Board of Directors meeting the Board approved a contract with ESA to conduct the preliminary assessments and develop these conceptual designs. At the April 1, 2022 Board of Directors meeting the Board approved Amendment No. 1 to the ESA Design contract to advance restoration designs to the 100% stage for Phase I sites. Amendment No. 2 to the ESA Design contract MA 5884 will advance Phase II Sites to the 100% stage to support future permitting, grants and implementation. This contract and the associated design work will be funded by the CDFW Fisheries Restoration Grant Program that the District was awarded in the amount of \$599,689. To comply with the grant program requirements the District must approve a grant Resolution authorizing the District to accept the grant funds for the completion of Phase II Design work.

In total, the Project includes 13 distinct sites, encompassing approximately 4,450 linear feet of channel, where over 270 logs and approximately 12 tons of gravel will be added to create favorable habitat for salmon spawning and rearing. The Project will be split into three phases to facilitate planning, permitting, and implementation over several years. On April 9, 2024, the District advertised the Lagunitas Creek Coho Habitat Enhancement Phase 1A of the Project. Phase 1A and 1B are being funded with grants totaling \$6,649,898 from CDFW, US Bureau of Reclamation (USBR), and the California Department of Water Resources (DWR). In parallel with the implementation of Phase I the District and ESA will begin advancing design work for Phase II sites to support future implementation with grant funding from CDFW in the amount of \$599,689.

The District’s multi-step process for notifying customers about this Project began in 2020, when the District engaged with the Lagunitas Technical Advisory Committee (TAC). The project was presented to and developed collaboratively with TAC stakeholders at multiple meetings between the initial planning stages in 2020 to the final Phase 1 designs in early 2024. District staff also provided project updates at the 30%, 65%, and 90% design levels at several public District Board of Directors meetings between 2020 and 2024. The project was also highlighted in District newsletters and social media posts over the past several years.

Construction Contract

On May 7, 2024, the District received and opened four (4) bids for the Project. Bid results are provided in the Bid Results table shown below. This contract includes furnishing all labor, equipment and materials for the installation of large woody debris, rock, and gravel structures in Lagunitas Creek in support of endangered Coho Salmon and freshwater shrimp, and threatened steelhead populations.

Bid Results
Lagunitas Creek Coho Habitat Enhancement Phase 1A Project

Bid Rank	Contractor Name	Bid Amount
1.	Hanford Applied Restoration & Conservation	\$1,978,800.00
2.	Wylatti Resource Management, Inc.	\$2,104,821.23
3.	Odin Construction Solutions	\$2,371,250.00
4.	McCullough Construction, Inc.	\$2,492,429.70

Contract No: 2022
Project No: GC-21001
Engineer’s Estimate: \$2,123,800

Hanford Applied Restoration & Conservation submitted the lowest responsive and responsible bid. They hold a Class A – General Engineering License, License No. 461167, which is current and active and expires on 06/30/2025. As required by State Law, Hanford Applied Restoration & Conservation is registered with the California Department of Industrial Relations under PWCR Number 1000000222. Following contract award, District staff will register the Project with the California Department of Industrial Relations.

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

Budget:

Contract Award:	\$1,978,800
15% Contingency:	\$300,000
Professional Fees:	\$1,480,000
District Labor:	\$200,000
Total Budget:	\$3,958,000
Budgetary Category:	A1F06

Project Implementation:

Project Advertisement:	April 9, 2024
Bid Opening:	May 7, 2022
Project Award:	May 21, 2024
Estimated Completion Date:	November 22, 2024
Duration:	120 days

ENVIRONMENTAL REVIEW: Staff has reviewed the Project pursuant to the California Environmental Quality Act (CEQA) and has found that the Project is Statutorily Exempt pursuant to Section 21080.56 of the California Public Resources Code, known as the Statutory Exemption for Restoration Projects (SERP). The Project qualifies for exemption pursuant to Section 21080.56 inasmuch as project is a restoration project for fish and wildlife meeting the conditions of SERP as stated in Section 21080.56.



FISCAL IMPACT: The total cost to complete the Lagunitas Creek Coho Enhancement Phase 1A Project is estimated at \$3,958,000, which includes construction, construction management services, biological compliance, and district labor. The District has been awarded a grant from California Department of Fish and Wildlife for \$4,659,898 to support Phase 1A and 1B of the Project. The Board approved

Resolution No. 8758 in November of 2023, confirming the District’s commitment to the Project, approving the filing of the application, and appointed the General Manager as the agent to negotiate and execute agreements. The total CDFW grant funds for Phase 1A and 1B is \$6,059,898 with a required District match of \$1,400,000 (23.1%). The District has secured a grant from the US Bureau of Reclamation for \$1,400,000 to match the CDFW grant request. The District also has a grant from the Department of Water Resources in the amount of \$590,000 to support implementation of Phase 1B.

The total cost to develop final designs and permits for Phase 2 is \$649,689. The District has secured a grant from CDFW’s Fisheries Restoration Grant Program for \$599,689 to cover ESA’s contract amendment for this work. The District is required to provide \$50,000 of in-kind match for this grant. The in-kind match will consist of District labor supporting the project over the two-year grant period (May 2024 - June 2026).

ATTACHMENT(S):

- 1. Proposed contract award resolution
- 2. Site Map
- 3. Notice of Exemption
- 4. CDFW Grant Resolution
- 5. ESA Contract Amendment

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
<p style="text-align: center;">Watershed</p> <hr/>	 <hr/> <p style="text-align: center;">Shaun Horne Watershed Resources Director</p>	 <hr/> <p style="text-align: center;">Ben Horenstein General Manager</p>

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF THE MARIN MUNICIPAL WATER DISTRICT
APPROVING AWARD OF CONSTRUCTION CONTRACT NO. 2022 TO CONTRACTOR FOR
THE LAGUNITAS CREEK COHO HABITAT ENHANCEMENT PHASE 1A PROJECT**

WHEREAS, on August 15, 2023, the District approved the Lagunitas Creek Watershed Restoration Plan, which represents Project Approval as defined by Section 21080.56; and

WHEREAS, on April 9, 2024, the District advertised Contract No. 2022, for the Lagunitas Creek Coho Habitat Enhancement Phase 1A Project (GC-21001), which will include furnishing all labor, equipment and materials for the for the installation of large woody debris, rock, and gravel structures in Lagunitas Creek in support of endangered Coho Salmon and freshwater shrimp and threatened steelhead populations; and

WHEREAS, the District received and publicly opened four (4) bids on May 7, 2024, of which Hanford Applied Restoration & Conservation bid of \$1,978,800.00 was the lowest responsive and responsible bid.

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES that:

1. The bid of \$1,978,800.00 submitted by Hanford Applied Restoration & Conservation for the Lagunitas Creek Coho Habitat Enhancement Phase 1A Project under Contract No. 2022 (“Contract”) was the lowest responsive and responsible bid submitted therefor, and said bid is hereby accepted.
2. A Contract for the Project be awarded to said low bidder, and the General Manager is authorized and directed to execute said Contract on behalf of the District upon receipt of a performance bond, payment bond, proof of insurance, and the executed contract for the work from said bidder.
3. The General Manager is authorized to execute any and all future amendments to the Contract, which he deems necessary, without further Board approval, so long as those amendments to the Contract amount does not exceed \$300,000.

4. Upon complete execution of said Contract, the bonds and/or checks of the other bidders are to be returned to said other bidders, and all bids other than that of Hanford Applied Restoration & Conservation, are to be rejected.

5. The project is statutorily exempt pursuant to the California Public Resources Code Division 13 Environmental Quality Section 21080.56 inasmuch as the project is a restoration project for fish and wildlife meeting the conditions of Statutory Exemption for Restoration Projects (SERP) as stated in Section 21080.56.

PASSED AND ADOPTED this 21st day of May, 2024, by the following vote of the Board of Directors.

AYES:

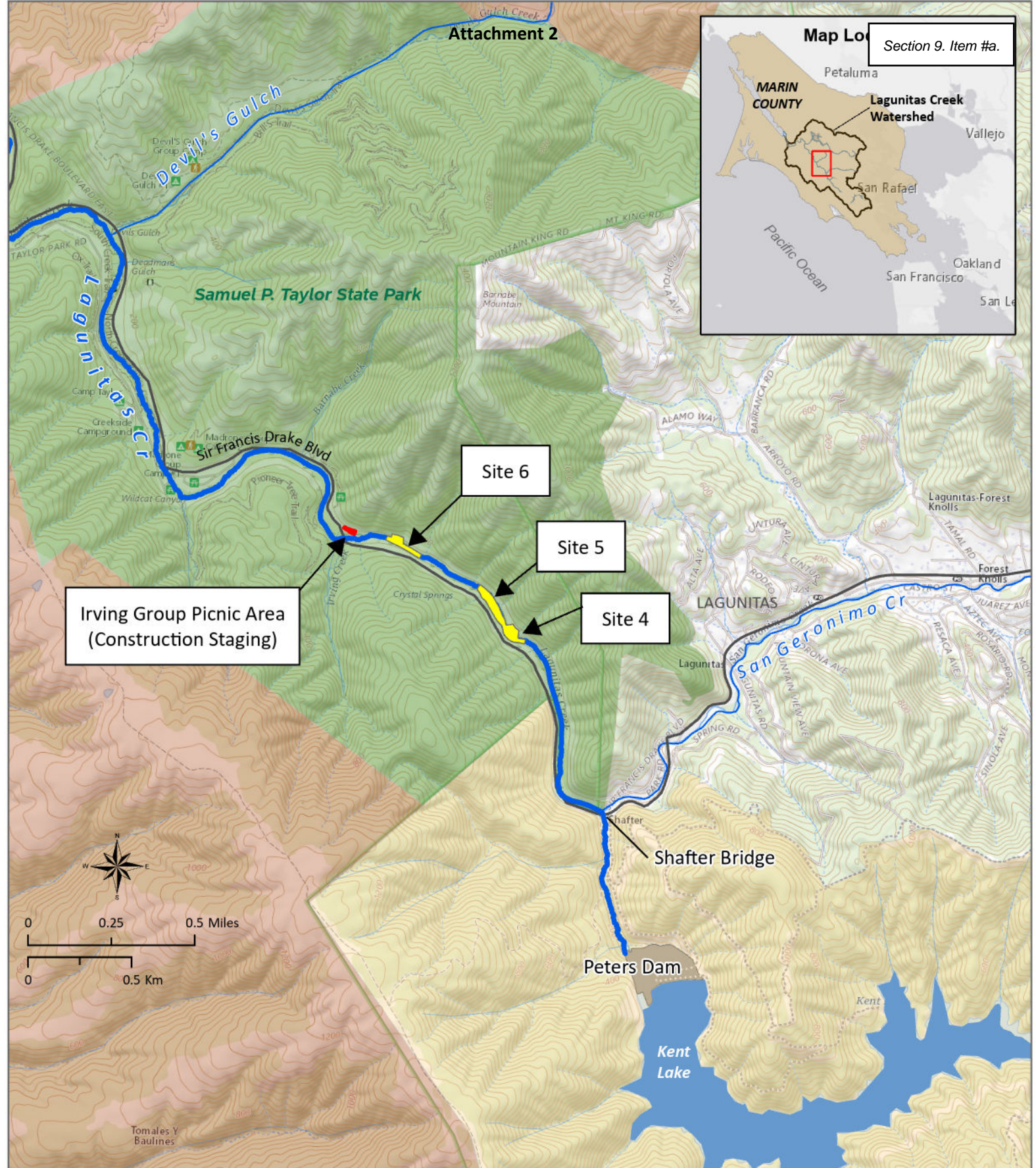
NOES:

ABSENT:

Ranjiv Khush
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary



Lagunitas Creek Coho Salmon Habitat Enhancement Project (Phase 1A)



- Restoration Site
- Construction Staging Area
- Lagunitas Creek
- Marin Water
- California State Parks
- National Park Service



Notice of Exemption

21-2023-196

Filing Requested By and When Filed Return To:

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

FILED

AUG 16 2023

SHELLY SCOTT
 MARIN COUNTY CLERK

By D. Lebat Deputy

Project Title: Lagunitas Creek Watershed Enhancement Plan

Project Location: Lagunitas Creek Watershed, Unincorporated Marin County **Project Location – County:** Marin

Project Description: The Marin Municipal Water District (Marin Water) is proposing to construct the Lagunitas Creek Watershed Enhancement Plan (Project) consisting of 13 in-stream restoration sites along eight miles of Lagunitas Creek in west Marin County. The Project is located on property owned by Marin Water as well as on property in the adjacent Samuel P. Taylor State Park, which is owned and managed by the California Department of Parks and Recreation (State Parks). Thus, State Parks is a participating landowner and partner. All proposed restoration sites fall within land owned/managed by State Parks or Marin Water. As part of their watershed stewardship efforts, Marin Water identified a total of 13 potential restoration sites; each site could be implemented separately as they have independent utility and do not rely on another site for water or other connected resources in order to be successful.

Public Agency Approving Project: Marin Municipal Water District

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

CEQA Exemption Status: Statutory Exemption Section 21080.56 Fish and Wildlife Restoration.

Reason for Exemption: The project qualifies for exemption Section 21080.56 of the California Public Resources Code, also known as the Statutory Exemption for Restoration Projects (SERP), provides a California Environmental Quality Act statutory exemption for fish and wildlife restoration projects that meet certain requirements.

Project Approval: The Marin Municipal Water District Board of Directors approved the Lagunitas Creek Watershed Restoration Plan, which represents project approval as defined by Section 21080.56 of the Guidelines for Implementation of the California Environmental Quality Act, at their regularly scheduled meeting on August 15, 2023.

Lead Agency Contact Person: Ben Horenstein, Marin Municipal Water District **Telephone:** (415) 945-1460

8/15/23

Bennett Horenstein, General Manager

Date

POSTED 8/16/23 TO 9/15/23

Attachment 4

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT AUTHORIZING ENTERING INTO GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR LAGUNITAS CREEK COHO HABITAT ENHANCEMENT PLAN – 100% DESIGNS FOR PHASE 2 SITES (7,8,9,10,11)

WHEREAS, the District is committed to supporting enhanced habitat in Lagunitas Creek and to expand on the successes of its previous habitat enhancement work to support recovery of endangered coho salmon and threatened steelhead; and

WHEREAS, the District’s Lagunitas Creek Stewardship Plan, developed as a condition under the State Water Resources Control Board Water Rights Order 95-17, includes habitat enhancement as an action MMWD will lead (Category 2) and participate in (Category 3), and

WHEREAS, the California Department of Fish and Wildlife has established the Watershed Restoration Grants Branch which provides funds to meet the urgent need for restoration of salmonid habitat; and

WHEREAS, Marin Municipal Water District submitted a grant application under the Fisheries Restoration Grant Program (FRGP), Fiscal Year 2023-24 Proposal Solicitation seeking \$599,689 for the Lagunitas Creek Coho Habitat Enhancement Plan – 100% Designs for Phase 2; and

WHEREAS, the District has been notified that the project is to be awarded \$599,689, to finalize designs and permitting for the Enhancement Plan Phase 2 Sites at priority restoration reaches in the Lagunitas Creek watershed; and

WHEREAS, procedures established by the California Department of Fish and Wildlife require the applicant’s governing body to certify, by resolution, that the project is approved; and

WHEREAS, the applicant will enter into a grant contract with the State of California.

NOW, THEREFORE, BE IT RESOLVED that the Marin Municipal Water District Board of Directors hereby:

- 1. Approves the Marin Municipal Water District accepting grant funds in the amount of \$599,689 from the California Department of Fish and Wildlife’s Fisheries Restoration Grant Program in order to conduct Lagunitas Creek Coho Habitat Enhancement Final Design Plan – 100% Designs for Phase 2 Sites (7,8,9,10, 11); and

2. Appoints the Marin Municipal Water District General Manager or his designee as agent to conduct all negotiations and execute and submit all documents including, but not limited to applications, agreements, payment requests and/or any documents that may be necessary for the completion of the project.

PASSED AND ADOPTED this 21st day of May, 2024, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Ranjiv Khush
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

AMENDMENT NO. 2 TO
 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
 MARIN MUNICIPAL WATER DISTRICT and ENVIRONMENTAL SCIENCE ASSOCIATES
 (Miscellaneous Agreement No. 5884)

This contract amendment (“Second Amendment”) is entered into by and between Marin Municipal Water District (“District”) and Environmental Science Associates (“ESA” or “Consultant”).

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

Section 1. Recitals:

- A. On September 15, 2020, the Marin Municipal Water District Board of Directors approved a contract with Consultant and authorized the General Manager to execute this contract.
- B. District and Consultant entered into an Agreement for Professional Services dated **October 14, 2020** (“Agreement”) with a total not to exceed amount of \$300,000.
- C. On April 1, 2022 the Board of Directors approved Amendment No. 1 to the ESA Design Contract to advance Phase I designs to the 100% stage with grant funding secured from the California Department of Fish and Wildlife in the amount of \$869,178.
- D. At this time, the parties desire to enter into this Second Amendment to the Agreement to extend the contract end date to July 31, 2026, and to increase the budget by \$2,079,689 to expand the scope of work to support the Lagunitas Creek Coho Habitat Enhancement Project Construction Support Services and for Final Design Plans and Specs for Phase II as outlined in the Additional Scope of Work at Attachment A to this Amendment No. 2, and in accordance with the Board of Directors approval of this Agreement.

Section 2. Terms:

- A. Amendment to Agreement: This Amendment No 2 modifies the Agreement, as previously amended. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
 - 1. Part B, Section 4, entitled “PROSECUTION OF WORK” is amended to read as follows:

The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by July 31, 2026, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

C. Scope of Work:

The original Scope of Work is amended to include the scope of work for the Lagunitas Creek Coho Habitat Enhancement Phase I Construction Support Services and for Phase II Final Design Plans and Specifications as outlined in the Additional Scope of Work at Attachment A to Amendment No. 2.

D. Fee and Fee Payment:

The fee and fee payment for such work shall be as set forth under the amended fee scheduled included in Attachment B to Amendment No. 2 and expenses as presented in Attachment B hereby increases the budget by \$2,079,689, with a total annual not to exceed contract amount of \$3,248,867.

Dated: _____

ENVIRONMENTAL SCIENCE ASSOCIATES

By _____
Jim O'Toole, Vice President

Dated: _____

MARIN MUNICIPAL WATER DISTRICT

By _____
Bennett Horenstein, General Manager

ATTACHMENTS:

Attachment A – Additional Scope of Work

Attachment B – Schedule of Fees

ATTACHMENT A

Amendment No. 2 Scope of Work

Phase I Construction Compliance, Engineering, and Performance Monitoring Support

The following scope of work is for Environmental Science Associates to support Marin Water with construction compliance, engineering, and performance monitoring support on Phase 1 of the Lagunitas Creek Coho Habitat Enhancement Project. It is based on in-channel construction between June 15th through October 31st occurring over two seasons in 2024 and 2025.

Task 1 Project Management

Over the course of bidding, construction, and performance monitoring, ESA will manage coordination with Marin Water, State Parks, contractor, and other project partners, track the schedule and budget, oversee subconsultants, and provide monthly invoicing and progress reports.

Task 2 Compliance Support

Subtask 2.1 Preconstruction Surveys

As described in AMP-3 of the project’s protection measures and Measures 2.23, 2.25, and 2.26 of the project’s CDFW Streambed Alteration Agreement (SAA), a USFWS approved biologist and CDFW approved Qualified Biologist from ESA will perform preconstruction surveys of the work areas for California red-legged frog (CRLF), foothill yellow legged frog (FYLF), and western pond turtle (WPT) within 24 prior to initial ground disturbance or vegetation clearing at each site. This scope assumes one survey per work site will be required, and that no handling or relocation of CRLF, FYLF, or WPT will be required. This scope includes the preparation of a FYLF survey methodology for submittal to and approval from CDFW prior to performing the surveys. Survey results will be submitted to CDFW for each site prior to the start of work, as required by the SAA.

As described in Measure 2.38 of the SAA, a CDFW approved Qualified Biologist from ESA will conduct a habitat assessment for bats a minimum of 90 days prior to tree removal. This scope assumes that a single comprehensive bat habitat assessment will be performed for all sites and that trees proposed for removal will be identified and flagged or marked prior to the habitat assessment. This scope also includes up to two 8-hour days of monitoring or one night emergence/visual examination of potential roosting habitat in the event roosting habitat is identified during the assessment.

As described in Measures 2.26 and 2.29 of the SAA, a CDFW approved Qualified Biologist from ESA will conduct a combination nesting bird and WPT survey of the project area within 7 days prior to the beginning of project related activities. This scope assumes that two surveys will be required to cover all the work areas. Results of the surveys will be submitted to CDFW as described in the SAA. This scope assumes that no active nests or WPT will be identified during the surveys.

Subtask 2.2 Worker Environmental Awareness Program (WEAP)

ESA will develop and implement a Worker Environmental Awareness Program (WEAP) for biological and cultural resources to be provided to all construction personnel. The biological portion of the WEAP will include a description of all sensitive natural resources which could be impacted during construction and the avoidance measures which will be implemented to avoid or minimize these impacts, Project-specific rules and permit conditions, and a discussion of sensitive resource areas within the Project footprint.

The WEAP will be developed by qualified biologists, and in-person trainings will be provided prior to construction for all site supervisory personnel.

Subtask 2.3 Fish Rescue

Qualified ESA Fisheries Biologists and Aquatic Ecologists will develop and implement a fish rescue plan for in-water work activities. The fish rescue plan will be developed and implemented consistent with Section 1.3.7.1, Requirements for Fish Relocation and Dewatering Activities, as described in the NMFS/NOAA RC Programmatic BO (NMFS 2016). The plan will provide an overview of the fish rescue and relocation effort and describe, in detail, work activities associated with site isolation and preliminary clearance, dewatering, fish relocation, post-operation reporting, and equipment that will be used. The plan will be prepared for submittal to NMFS, NOAA RC, and CDFW for review and input prior to implementation. Implementation of the fish rescue plan will occur in close coordination with the construction contractor and Marin Water staff, as appropriate. It is assumed that eight separate fish relocation efforts will be conducted, one at each of the eight sites. Fish rescue deliverables will include:

- Draft and final Fish Relocation Plan
- Field implementation (fish relocation at two separate sites)
- Draft and final technical memorandum reporting the findings of the operation (e.g., description of field activities, number of fish relocated, enumerated by species, size class, disposition, etc.)

ESA assumes for fish relocation 4 staff for 13 days (for 8 sites). The level of effort for this task may vary depending on level of participation and support from Marin Water biologists. ESA also understands that rescue of California freshwater shrimp will be performed by Marin Water (Jonathan Koehler).

Subtask 2.4 Biological Monitoring

During the construction period, ESA’s biological monitors will be on-site as required by regulatory agency permit conditions, including AMP-6 of the project’s protection measures, as needed to support and supplement Marin Water’s biological monitoring. Documentation of surveys and reporting prior to and during construction will be maintained consistent with Project permit requirements. Upon completion of monitoring requirements, if needed a summary of Project compliance will be prepared for submittal to regulatory agencies. This scope includes monitoring up to twenty 8-hour construction work days. Additionally, up to 96 hours of as-needed Japanese knotweed surveys will be performed by an ESA botanist prior to construction activities as specified in the plans and specifications.

Subtask 2.5 Cultural Resources Monitoring

ESA has prepared a Cultural Resources Monitoring Plan (CRMP) for Phase 1 to support compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. Based on survey results, nearby site distribution, previous disturbance, and environmental context, there’s limited potential for the discovery of unrecorded pre-contact or historic-era cultural materials during project

implementation. An archaeological monitor and a tribal monitor will be present during the initial day of grading for each work location in the Phase 1 Project. Following the initial day of grading, the monitors will determine, based on professional judgment and proposed project activities, if additional days are warranted. Monitoring will not be required during the activities that do not involve ground disturbance, ground disturbance deeper than 5 feet, or ground disturbance on slopes greater than 20 percent. Prior to the start of construction, the monitors will provide a cultural resources and tribal cultural resources sensitivity and awareness training program for all personnel involved in project construction. Monitoring will be completed in coordination with Marin Water, ESA, and the Federated Indians of Graton Rancheria. Cultural resources monitoring will be performed in accordance with the CRMP.

Subtask 2.5.1 Tribal Monitor Subconsultant

ESA will retain the services of Federated Indians of Graton Rancheria to serve as the tribal monitor.

Task 3 Engineering Support

Subtask 3.1 Bid Period Support

ESA will support two bidding efforts by attending the pre-bid meeting, responding to bidders' questions through Marin Water, and issuing up to one (1) written addendum, if needed. If needed, an addendum will consist of minor written changes, rather than issuing revised specifications and/or drawings. ESA will also prepare the bid tab as a spreadsheet of all bid pricing results.

Subtask 3.2 Design Engineer Observation

As the restoration designer, ESA will provide as-needed engineering observation services to Marin Water throughout the construction period. Engineering observation will be performed during the installation of wood structures and gravel at each site. Other construction support services will include but are not limited to reviewing Contractor's submittals, respond to requests for information (RFIs), and attending a pre-construction meeting and weekly Contractor meetings. Throughout construction ESA will be onsite periodically during critical moments and as requested by the contractor and/or Marin Water to help interpret the plans and specifications, check layout, observe construction, and review constructed features. ESA will also support Marin Water and the construction management with compiling and closeout review of a punch list.

Subtask 3.3 Construction Management

ESA will retain the services of subcontractor, Anchor Engineering, Inc, to support Marin Water with construction management and administration (see Attachments 1 & 2).

Subtask 3.3.1 Construction Management Subconsultant

ESA will retain the services of a qualified construction management and administration subconsultant, Anchor Engineering, Inc, with experience with instream restoration and large wood construction. The consultant will coordinate with the construction contractor to manage scheduling, staging and mobilization, and other construction-related activities. Duties include but are not limited to attending weekly Contractor meetings, reporting compliance issues to Marin Water, assisting with schedule tracking, assisting with measurements for payment, supporting any change orders, and assisting Marin Water with the punch list. See attachment for more detailed scope.

Subtask 3.4 Baseline Survey and Review

Upon completion of construction, the contractor will provide record drawings that document the post-construction condition of the site and serve as baseline conditions for post-construction performance measures. The record drawings will be compiled primarily based on construction documentation

provided by the contractor and construction manager, and supplemented by ESA’s periodic observations.

ESA will support the contractor with capturing baseline conditions by performing topo-bathymetric surveys¹ of Sites 1-6 and 12-13 before the first rain and building digital terrain models (DTMs) for each individual site area. Four rebar pins will be placed outside the channel at the upstream and downstream corners of each site, and the locations will be recorded to provide survey control and a defined area for subsequent surveys. Each pin will be surveyed into real-world coordinates using the design/construction survey control network as a basis of coordinates. It is assumed that the survey control network will remain stable through construction and sufficient for these purposes. Each new log placed will be tagged, its diameter measured at each end, and the centerline surveyed at both ends of the log to document location, orientation, and relative elevation. Additionally, any large wood elements that previously existed at a project site will be surveyed, and the diameter of the log will be recorded. The channel bed topography within each site will be surveyed along with the water surface. The survey density may vary depending on how variable the channel is, but is intended to generally capture the range of elevations present, from the deepest scour holes to the highest riffle crests and gravel bars. It is assumed that ESA will spend, on average, approximately 1.4 days at each of the eight sites collecting these data.

Additionally, a minimum of 24 permanent photo stations for the Phase 1 construction will be established during baseline surveys and will be utilized for future monitoring. Photographic documentation figures will be developed to provide perspective of site development over time.

Task 4 Performance Monitoring

Following construction, ESA will perform monitoring included in implementation grant funding for Phase 1 of the Lagunitas Enhancement Project.

Subtask 4.1 Gravel Augmentation Monitoring Years 1-2

Subtask 4.1.1 Gravel Augmentation Site Passive Integrated Transponder (PIT) Tag Tracer Analysis

A passive Radio Frequency Identification (RFID) system will be used to track movement of placed gravel from the gravel augmentation site using Passive Integrated Transponder (PIT) tags. Up to 100 PIT tags will be placed at each of the gravel augmentation sites (Sites 1, 12 and 13) to serve as tracers to track the distance traveled of placed gravel. ESA assumes Marin Water will insert PIT tags into up to 300 individual gravel particles and install PIT tag antennas appropriately placed to detect the movement of gravel tracers over predetermined distances. ESA staff with expertise in geomorphology and sediment transport will support Marin Water with locating the PIT tag antennas, PIT tag placement, and PIT tag data analysis.

Subtask 4.1.2 Gravel Augmentation Site Repeat Topographic Surveys

ESA will perform annual repeat topo-bathymetric surveys of the gravel augmentation sites (Sites 1, 12, and 13) to quantify volumetric changes in placed gravel for Years 1 and 2. Surveys will be completed using the same methods used in the baseline surveys (Task 3.4), and the same design/construction survey control network will be utilized as a basis of coordinates (assuming that the network remains stable and sufficient for these purposes). It is assumed that ESA will spend, on average, approximately 1 day at each of the three sites each of the two years to collect these data.

A DTM of each individual gravel augmentation site (Sites 1, 12, and 13) will be created from topobathymetric data collected in each year, similar to the DTMs created for Task 3.4. The difference in bed elevation will be compared to baseline conditions calculated in CAD Civil 3D or GIS in order to provide a measure of the volume of gravel entrained each year. The annual monitoring report will record the volume of gravel at the site over time.

Subtask 4.2 Photo Monitoring

Conditions will be photo documented at established photo stations per the grant requirements and monitoring plan. Photographic documentation figures will be developed to provide perspective of site development over time.

Subtask 4.3 Monitoring Report

ESA will document the methods, results, and conclusions of the geomorphic monitoring in an annual monitoring report each monitoring year, for a total of two reports

Phase II 100% Design, Permitting, and Specifications (Sites 7, 8, 9, 10, 11)

The purpose of the Lagunitas Creek Coho Enhancement Plan 100% Designs Phase 2 Project (Project) is to address current large wood and gravel deficit created by the upstream Peters Dam. Phase 2 of the Project will include completion of final design documents and permitting support for Sites 7, 8, 9, 10, 11 in Lagunitas Creek. These sites have been identified through Marin Water’s Lagunitas Creek Enhancement Plan and have 30% design plans completed. All five sites are located in high-usage Coho Salmon spawning and rearing reaches of Lagunitas Creek within Samuel P. Taylor State Park downstream of Peters Dam.

The five restoration sites encompass up to approximately 2,700 feet of stream channel. The design will include five sites that create riffle-pool-wood habitat complexes by adding large wood (up to 115 pieces) and clean river-run gravel (up to 4,000 tons) for riffle enhancement. ESA will provide technical services to MMWD to support completing final design documents, permitting, and environmental compliance. ESA’s scope of services is described in detail in the four (4) tasks below.

Task 1 – Project Management

ESA will provide project management and data management, and stakeholder outreach support.

Subtask 1.1 – Project Administration: ESA will perform contracting, schedule and budget tracking for its work.

Subtask 1.2 – Data Management: ESA will draft a Data Management Plan and MMWD will submit to CDFW. The CDFW Grant Manager will provide MMWD the Data Management Plan form upon request. ESA and its subcontractors will collect data using peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meet CDFW’s minimum standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>) and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and data have been delivered as required under this Agreement. All scientific data collection efforts are required to include metadata files or records indicating at a minimum:

1. Who collected the data;
2. When the data was collected;
3. Where the data was collected;
4. How the data was collected (description of methods and protocols);
5. The purposes for which the data was collected;
6. Definitions of variables, fields, codes, and abbreviations used in the data, including units of measure;
7. The terms of any landowner access agreement⁷(s), if applicable;

- 8. References to any related CDFW permits or regulatory actions;
- 9. Peer review or statistical consultation documentation; and
- 10. Data licensing and disclaimer language.

Deliverables: All data and associated metadata collected by or created under this Agreement will be provided to CDFW, and/or available upon request. Data related to occurrence special status or listed species will be reported to the California Natural Diversity Database (CNDDDB).

Subtask 1.3 – Administration: ESA will provide monthly invoices and progress reports in support of Marin Water’s quarterly deliverables.

Deliverables: Monthly invoices and progress reports

Subtask 1.4 – Lagunitas TAC Outreach: Marin Water will coordinate and lead meetings with the Lagunitas Creek Technical Advisory Committee (TAC) throughout the grant term. ESA will provide technical presentations, handouts, and meeting notes, as needed. Marin Water will hold up to two meetings with the TAC to receive input on the project design (65% design and 90% design, prepared under Task 3). Marin Water, with support from ESA, will provide two (2) project updates to the established Lagunitas Creek Technical Advisory Committee (TAC). Marin Water will provide thirty (30) day notice to the CDFW Grant Manager for all Project public meetings.

Deliverables: Lagunitas TAC meeting agenda, notes, and/or presentations

Task 2 – Preliminary Design Studies

ESA will conduct Preliminary Design Studies prior to completing Task 3 Final Design. This task will be initiated by a field visit by the ESA design team.

Subtask 2.1 – Base Map Survey: ESA will prepare a base map of the Study Area suitable for final design. The base map will use an existing 2019 Light Detection and Ranging (LiDAR) Digital Elevation Model (DEM) data set, supplemented with survey of above ground utilities, trees and creek bathymetry. Ground survey, using survey control established by MMWD, will include: channel toe and thalweg of Lagunitas Creek, aboveground utility features, temporary access routes and existing trees. An ISA certified arborist will identify, tag, and map all trees greater or equal to 6” diameter at breast height (DBH) within the proposed project limit using a Trimble GPS device to get sub-meter accuracy. Tree survey data will support design, impacts analysis, and permitting task needs. This task assumes up to approximately 200 trees per site and staging areas, totaling up to approximately 1,600 trees.

Deliverable: Existing conditions base map (PDF)

Subtask 2.2 – Hydraulic Analysis: ESA will develop a two-dimensional (2-D) hydraulic model of Lagunitas Creek within the Project Area. ESA will develop Pre-project Conditions and Post-project Conditions models, and model up to six flows. The hydraulic model will be used to inform the restoration design, including gravel placement, large wood stability, geomorphic assessment, per Subtasks 2.3 to 2.5. The hydraulic model will also be used to evaluate potential flood increases by modeling an extreme (e.g. 100-year) flow event for pre- and post-project conditions. The results of hydraulic modeling and presented in the updated Basis of Design Report, and the flood analysis will be documented in a brief technical memorandum to support Marin County’s Creek Permit application. The hydraulic modeling will use available hydrologic and topographic data.

Deliverable: Technical Memorandum of the hydraulic modeling details. Hydraulic modeling summary section in the Basis of Design report.

Subtask 2.3 – Large Wood and Constructed Riffle Design and Engineering: Large wood structures will be a key element in the design to enhance habitat within the priority reaches by adding cover, velocity refugia, influencing local morphology, and providing general habitat complexity. The large wood structures utilized for this project will require logs anchored to boulders for stability. Stability analysis of the large wood structures will be performed and reviewed by ESA’s licensed engineers. The stability analysis will follow the latest standard guidelines on large wood structure design (USBR and USACE, 2016). ESA will provide detailed design of gravel placement for constructed riffles and gravel bars. The gravel placement design will examine the appropriate topographic shade and gravel size to be placed for the various design elements, which will inform the design plans and specifications.

Deliverable: Large wood stability analysis and riffle rock sizing sections in the Basis of Design report

Subtask 2.4 – Site 8 Tributary Enhancement Design:

ESA will provide detailed design of the tributary enhancements at Site 8. The tributary enhancement design will examine the appropriate topographic conditions and various design elements, which will inform the design plans and specifications. Design of this site must consider constraints such as the Marin Water’s main line, the Cross Marin Trail, and bank protection. Various options will be explored to improve sediment continuity that consider site constraints.

Deliverables: Update the Basis of Design report

Subtask 2.5 – Geomorphic Assessment: ESA will provide a qualitative geomorphic assessment of pre-project conditions and the potential geomorphic response to post-project conditions. ESA will provide qualitative description of sediment supply, composition, and mode of transport through the project reach. The geomorphic assessment will inform the design of habitat that benefits from sediment deposition.

Deliverables: Geomorphic Assessment section of the Basis of Design report

Subtask 2.6 – Temporary Construction Access: ESA will design the temporary measures needed to provide access into the sites, including identifying proposed alignment, grading, tree removal, and conceptual protection measures for sensitive tree root systems. (Surfacing materials to be determined by the future implementation contractor.) ESA will also design measures to return the temporary access routes back to original conditions.

Deliverables: Incorporated into Task 3 Design deliverables

Subtask 2.7 – Basis of Design Report: ESA will document design-related work into a Basis of Design Report. The Report will build upon the Lagunitas Creek Habitat Enhancement Plan report and will include existing conditions review, restoration opportunities analysis, enhancement actions basis of design, feasibility assessment, hydraulic analysis, large wood design and engineering, gravel placement design, geomorphic assessment and temporary access.

Deliverables: Draft Basis of Design Report will be submitted with the 65% and 90% Designs; Final Basis of Design Report will be submitted with the 100% Designs

Task 3 – Project Design

For the Project, ESA will advance the current Conceptual (30%) Designs for the five Phase 2 Sites (7 through 11) within the Project Area through Final (100%) Designs. The current Conceptual (30%) Designs are focused on the adding large wood and gravel in selected sites within priority reaches of the Upper Lagunitas Creek in the Project Area within Samuel P. Taylor Park.

Subtask 3.1 – Intermediate (65%) Designs and Specifications: ESA will develop the Intermediate (65%) Design (plans, outline technical specifications, estimate) for the Phase 2 Sites. The Intermediate (65%) Design plans will include the following sheets (quantity): title

(1); general notes, abbreviations and legend (1); overview/site plan (1); existing conditions and tree removal (5); enhancement plan (5); grading profiles and sections (up to 5); enhancement details for large wood and gravel placement (up to 5); temporary access repair plans and details (up to 5). Designs will be developed in CAD using available LiDAR topography and base map data prepared under Task 2.1. The Intermediate (65%) Designs will be focused on developing sufficiently detailed design to initiate permitting (Task 4). CDFW Engineering must accept the 65% Design Plans before work may continue to Subtask 3.2.

Deliverables: Intermediate (65%) Design Drawings, Engineer’s Estimate of Construction Costs, and outline of Technical Specifications. The 65% Design Plans will be submitted to the Lagunitas TAC, regulatory agencies, and CDFW grant engineers for a thirty (30) day review period for comments. Marin Water and ESA will address all comments.

Subtask 3.2 – Draft (90%) Designs and Specifications: ESA will develop the Draft (90%) Design (plans, technical specifications and costs) for the Phase 2 Sites. The Draft (90%) Design Plans will include all sheets listed under Subtask 3.1, plus the survey and layout control sheet (1). The Draft (90%) Designs will generally include sufficient detail the design for bidding and construction. Marin Water will develop the Bid Manual, including Divisions 0 (Instructions for Bidders and Contracting) and Division 1 (General Requirements). CDFW Engineering must accept the 90% Design Plans before work may continue to Subtask 3.3.

Deliverables: Draft (90%) Design Package which will include: an Engineer’s Estimate of Construction Costs, Bid Items List and Technical Specifications. The 90% Design Plans will be submitted to the Lagunitas TAC, regulatory agencies, and CDFW grant engineers for a thirty (30) day review period for comments. Marin Water and ESA will address all comments.

Subtask 3.3 – Final (100%) Designs and Specifications: ESA will develop the Final (100%) Designs package for the Phase 2 Sites. ESA assumes that project drawings will consist of the same provisional sheet list as the Draft (90%) Design package. The Final Design Package will include final updates as needed to address comments received and prepare the project for bid and construction.

ATTACHMENT B

Amendment No. 2 Budget

Phase I Construction Compliance, Engineering, and Performance Monitoring Support

Phase I	Construction Support Task	Budget
1	Project Management	\$ 55,304
2	Compliance Support	
2.1	Preconstruction Surveys	\$ 72,416
2.2	Worker Environmental Awareness Program (WEAP)	\$ 21,496
2.3	Fish Rescue	\$ 86,960
2.4	Biological Monitoring	\$ 65,628
2.5	Cultural Resources Monitoring	\$ 13,250
2.5.1	<i>Tribal Monitor Subconsultant</i>	\$ 8,250
3	Engineering Support	
3.1	Bid Period Support	\$ 12,728
3.2	Design Engineer Observation	\$ 146,088
3.3	Construction Management	\$ 16,460
3.3.1	<i>Construction Management Subconsultant</i>	\$ 707,421
3.4	Baseline Survey and Review	\$ 91,283
4	Performance Monitoring	
4.1	Gravel Augmentation Monitoring Years 1-2	
4.1.1	Gravel Augmentation Site Passive Integrated Transponder (PIT) Tag Tracer Analysis	\$ 45,888
4.1.2	Gravel Augmentation Site Repeat Topographic Surveys	\$ 51,200
4.2	Photo Monitoring	\$ 10,200
4.3	Monitoring Report	\$ 51,304
	ESA Expenses	\$ 24,124
TOTAL		\$1,480,000

Phase II 100% Design, Permitting, and Specifications (Sites 7, 8, 9, 10, 11)

Task 1 – Project Management	
Subtask 1.1 – Project Administration	\$ 23,280
Subtask 1.2 – Data Management	\$ 3,000
Subtask 1.3 – Lagunitas TAC Outreach	\$ 26,704
Task 2 – Preliminary Design Studies	
Subtask 2.1 – Base Map Survey	\$ 71,084
Subtask 2.2 – Hydraulic Analysis	\$ 50,736
Subtask 2.3 – Large Wood and Constructed Riffle Engineering	\$ 30,852
Subtask 2.4 – <u>Site 8 Tributary Enhancement</u> Design	\$ 23,056
Subtask 2.5 – Geomorphic Assessment	\$ 16,248
Subtask 2.6 – Temporary Construction Access	\$ 8,500
Subtask 2.7 – Basis of Design Report	\$ 32,872
Task 3 – Project Design	
Subtask 3.1 – Intermediate (65%) Designs and Specifications	\$ 87,244
Subtask 3.2 – Draft (90%) Designs and Specifications	\$ 58,622
Subtask 3.3 – Final (100%) Designs and Specifications	\$ 58,011
Task 4 – Project Permitting Support	
Subtask 4.1 – CDFW 1602 Application	\$ 10,612
Subtask 4.2 – CDFW ITP Application	\$ 32,916
Subtask 4.3 – Regulatory Agency Coordination	\$ 51,892
Subtask 4.4 – Monitoring and Maintenance Plan	\$ 9,132
Expenses	
	\$ 4,928
PROJECT TOTAL	\$ 599,689

DISCUSSION:

State Legislation: AB 2196 (Connolly) Beaver Restoration

Status: Amended March 19, 2024. In committee.

Supports: California State Parks, CalTrout, Occidental Arts and Ecology Center (Sponsor), National Wildlife Federation, The Nature Conservancy, Trout Unlimited.

Opposes: Solano County Water Agency (unless amended), Central Valley Flood Control (unless amended).

On March 19th, the Board of Directors adopted a position of watch for AB 2196. On March 19th, the bill was amended in the Assembly. The bill no longer includes the requirement that CDFW expand the program by developing a licensing scheme, issuance of permits for the handling, transport and release of beavers on public and private lands. The bill does still include language stating that CDFW is required to, “through consultation with beaver restoration program partners, as defined, develop a program to promote beaver restoration across California.”

Given that the legislation continues to develop, staff recommends that the Board continue a position of watch. Staff will continue to monitor AB 2196 as it moves through the legislative session because it could advance beaver reintroduction in Marin County.

State Legislation: SB 867 (Allen): Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024

Status: In Committee

Supports: ACWA, California Association of Local Conservation Corps, California Municipal Utilities Association, California Trout, Mid-Peninsula Open Space District, Sonoma County Regional Parks.

Opposes: None identified at this time

Sebate bill 867 would enact the Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024. If this bill is passed by the legislature and signed by the governor it will be placed on the November 2024 ballot. If successful this bill will authorize the issuance of bonds in the amount of \$15,500,000,000 pursuant to the State General Obligation Bond Law to finance projects for drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate smart agriculture, park creation and outdoor access, and clean energy programs.

The Association of California Water Agencies (ACWA) has built a coalition to advocate for a \$7.85 billion investment in water infrastructure. ACWA is focusing on the following critical water issues: Recycled water, groundwater recharge and storage, flood protection, dam safety,

conveyance, storage, safe drinking water, regional watershed resilience, state-water project improvements, and water conservation.

A 2024 Climate Resilience Bond would increase the potential for future grant funding for Marin Water’s infrastructure projects.

Based on this, staff is recommending that the Board adopt a position of support. Additionally, staff recommends that the Board of Directors join the ACWA coalition that supports the Climate Bond, specifically focused on advocating for a \$7.85 billion investment in water infrastructure.

State Legislation: AB 2257 (Wilson) Local government: property-related water and sewer fees and assessments: remedies

Status: In Committee

Supports: ACWA sponsored and many public water agencies (see support letter attached)

Opposes: Howard Jarvis Taxpayers’ Association

The Bill from Assemblymember Lori Wilson (D-Suisun City) would require, if a local agency complies with specified procedures, potential litigants challenging a public agency’s water or waste water rates would first need to exhaust their administrative remedies by raising objections to the agency prior to the time of rate adoption.

The Association of California Water Agencies (ACWA) is sponsoring this bill in an effort to aid public agencies in defending against Proposition 218 lawsuits by requiring litigants to participate and raise specific objections during the public administrative process. In doing so, this proposal intends to bring to light all possible complaints and provide an opportunity for the public agency to resolve disputes and avoid litigation. The additional procedures would require the public agency to include the procedural requirements in the agency’s Prop 218 notice, to consider and respond to any objections and to present all objections and responses to the legislative body prior to rate adoption. This would allow the possibility of changes to proposed rates early in the process and hopefully avoid unnecessary litigation. The bill would also set forth guidance on the appropriate scope of the administrative record in any rate litigation. The current lack of clarity on this issue was the source of a protracted dispute between the District and COST in the recent COST rate challenge. Statutory guidance could help save public agencies from getting bogged down in such disputes in the future. ACWA is encouraging members to join a coalition in support of the bill as it moved through the Legislature. Based on this, staff is recommending that the Board consider adopting a support position on AB 2257.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

- 1. Description of Legislative Positions
- 2. AB 2257 Coalition Letter of Support

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
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Watershed



Shaun Horne
Watershed Resources
Director



Ben Horenstein
General Manager

ATTACHMENT ONE

Description of Legislative Positions

Support— Measure has substantial significance; District actively supports the proposed legislation.

Support and Seek Amendments— Measure has substantial significance; District will actively support the proposed legislation while continuing to seek specific amendments.

Support if Amended— Measure has substantial significance; District will actively support the proposed legislation if it is amended to address specific shortcomings identified by the District.

Favor— Legislation is generally beneficial to District; it will join other organizations in support but will not engage actively in advocacy for the measure.

Favor if Amended— Legislation is generally beneficial to District; it will join with other organizations in support if legislation is amended to address specific shortcomings identified by the District but will not engage actively in advocacy for the measure.

Watch— Measures or general issues of potential significance to District but have not been sufficiently defined for a formal position.

Not Favor— Legislation is generally detrimental to District; it will join with other organizations in opposition but will not engage actively in advocacy against the measure.

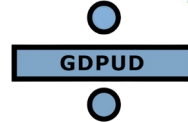
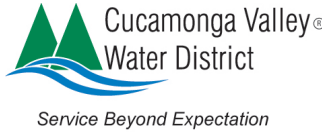
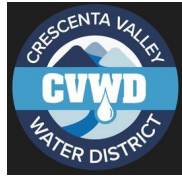
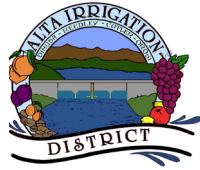
Oppose Unless Amended— Measure has substantial significance; District will actively oppose the proposed legislation unless amended to address specific shortcomings.

Oppose— Measure has substantial significance; District actively opposes the proposed legislation.

Attachment 2



Section 9. Item #b.
FOR JOBS



April 24, 2024

The Honorable Juan Carrillo
Chair, Assembly Committee on Local Government
1020 N Street, Room 157
Sacramento, CA 95814

RE: **AB 2257 (Wilson) – Local government: property-related water and sewer fees and assessments: remedies**

Position: **SUPPORT**

Dear Chair Carrillo:

The Association of California Water Agencies (ACWA) and undersigned organizations write to express our strong support for AB 2257, which would authorize public agencies to adopt procedures for the submittal and consideration of public comments regarding proposed water and sewer rates and assessments. This optional process proposed in this bill would facilitate dialogue and transparency and give public agencies an opportunity to resolve concerns during the ratemaking process.

Public water and sewer agencies provide essential government services for the benefit of communities, agriculture, industries, and the environment. These agencies are responsible for ensuring a consistent and reliable water supply, safeguarding the quality of drinking water, planning, constructing, and maintaining critical infrastructure, and much more. With climate change presenting unprecedented challenges, these agencies also must adapt and enhance aging infrastructure to mitigate the impacts of increasingly frequent and severe climate-related events. Public agencies throughout California are making generational investments to build 21st Century infrastructure for a 21st Century climate.

The revenue necessary for public agencies to fulfill their essential government functions and adapt to a changing climate predominantly comes from service rates and assessments. While these agencies require financial stability to meet ever increasing demands, a rise in Proposition 218 litigation is making it increasingly difficult to ensure agencies can pass fair and reasonable rates to cover the costs of operations and investments.

Oftentimes, these suits are filed without first having raised concerns with the public agency during the public notice-and-comment process leading up to the decision to adopt rates or assessment. When litigants avoid raising concerns with proposed rates or assessments during the ratemaking process, the public agencies cannot endeavor to resolve the dispute and avoid litigation. The financial consequences of these lawsuits can be severe, as it is not uncommon for litigants to seek tens of millions of dollars in damages. Surprise lawsuits have the potential to undermine an agency's ability to maintain stable budgets necessary to operate effectively.

AB 2257 would build upon Proposition 218's existing procedural requirements by creating an exhaustion of administrative remedies procedure, that if a public agency elected to follow, would require the timely submittal of written objections during an agency's ratemaking process. Ratepayers would be required to state the particular Proposition 218 compliance concern, and public agencies would be required to provide to their board and the public with written responses to each comment received prior to acting on the proposed rate or assessment. Ratepayers would be required to participate in this process in order to challenge the agency's adopted rates or assessments in court.

With a greater understanding of potential concerns and the agency's responses, the agency's board would have the opportunity to abandon its ratemaking/assessment proposal, change it (reduce it), or to better explain why it complies with Proposition 218's substantive limitations, before having to defend it in litigation. Additionally, if a public agency complies with the exhaustion procedures, the bill would specify documents that could be included in the administrative record, subject to certain exceptions, in the event of litigation.

AB 2257 would bolster the financial stability of public water and sewer agencies by creating a clear and robust public process that facilitates dialogue, transparency, and the opportunity to resolve issues and avoid costly litigation. Codifying a procedure that requires issue exhaustion in Proposition 218 litigation would protect both legislative and adjudicative functions by allowing a legislative body to hear the evidence, apply its reasoned discretion and expertise, and create an administrative record to facilitate

judicial review. This would also foster better-informed administrative decisions, which benefit the objector, the public agency, and members of the public within the public agency’s jurisdiction. This is especially valuable in ratemaking cases in which evidence and policies are highly technical. It would also help agencies develop more defensible rates and build rapport and trust with their ratepayers.

For the reasons above, ACWA and undersigned organizations strongly support AB 2257 and respectfully request your “AYE” vote when the bill is heard in the Assembly Local Government Committee. If you have any questions about our position or this bill, please contact ACWA Senior State Relations Advocate, Kristopher Anderson, at KrisA@acwa.com or (916) 441-4545.

Sincerely,

Kristopher M. Anderson, Esq.
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cc: The Honorable Lori Wilson
Honorable Members, Assembly Committee on Local Government
Jimmy MacDonald, Principal Consultant, Assembly Committee on Local Government
William Weber, Consultant, Assembly Republican Caucus



UPCOMING MEETINGS

This schedule lists upcoming board and committee meetings as well as upcoming agenda items for the next month, which may include Board interest in adding future meeting items. 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, May 23, 2024 5:00 p.m.	Finance & Administration Committee Meeting/Special Meeting of the Board of Directors	Water Efficiency Financial Analysis
Thursday, May 30, 2024 6:00 p.m.	Board of Directors Special Meeting (Closed Session)	Performance Evaluations
Tuesday, June 4, 2024 6:30 p.m.	Board of Directors' Regular Bi-Monthly Meeting	Quarterly CIP Update
Tuesday, June 18, 2024 6:30 p.m.	Board of Directors' Regular Bi-Monthly Meeting	2024 Strategic Annual Work Plan Quarterly Progress Update (2 nd Quarter)

External Meetings	
Meeting Date	Meeting Type
Friday, June 7, 2024 9:00 a.m.	Lagunitas Creek Technical Advisory Committee Meeting
Friday, June 7, 2024 9:30 a.m.	North Bay Watershed Association Conference
Monday, June 10, 2024 thru Thursday, June 13, 2024	American Water Works Association Annual Conference