

Posting Date: December 29, 2017

220 Nellen Avenue Corte Madera CA 94925-1169 www.marinwater.org

Notice of Meeting Board of Directors

MEETING DATE: Tuesday, January 2, 2018

TIME: 7:30 p.m.

LOCATION: 1) MMWD Board Room, 220 Nellen Ave., Corte Madera, CA 94925

2) UC Merced, 2500 North Lake Road

Science and Engineering 1, Room 236 (Director Quintero)

AGENDA

ITEM		RECOMMENDATION	Approx. Start
☐ CALL	. TO ORDER		7:30 p.m.
1.	A. Elect President for 2018		
	B. Elect Vice President for 2018		
	C. Approve 2018 Board Calendar		
	D. Committee Assignments for 2018		
☐ Ado	PT ÅGENDA		7:38 p.m.
☐ PUBI	LIC EXPRESSION*		7:40 p.m.
☐ DIRE	CTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS		7:50 p.m.
☐ Con	SENT CALENDAR – ITEMS 2- 7		7:55 p.m.
2.	Minutes of December 5, 2017	Approve	
3.	General Manager's Monthly Report for November	Approve	
4.	Commendations to retiring employees:		
	Matt Cramer, Resolution No. 8478;	Approve	
	Nick Salcedo, Resolution No. 8479	Approve	
5.	Marin County Fire Department (MCFD) Mutual		
	Benefit Agreement	Approve	
6.	Amendment No. 2 to West Point Inn Association		
	Lease (MA 4617)	Approve	
7.	Tamalpais Lands Collaborative (TLC) 2018 Work		
	Plan	Approve	
☐ REGI	ular Calendar		

MMWD BOARD OF DIRECTORS: Larry Bragman, Jack Gibson, Cynthia Koehler, Armando Quintero, Larry Russell

^{*}Anyone wishing to speak on an item other than those listed on this agenda will be recognized at this time. We ask any person wishing to be heard to come to the podium to address the board and state your name and address for the public record. A 3-minute limit is customary; however the committee chair may adjust the actual time allotted to accommodate the number of speakers.

^{**}All matters listed on the consent calendar are considered to be routine and will be enacted by a single action of the board, unless specific items are removed from the consent calendar during adoption of the agenda for separate discussion and action.

ITEM		RECOMMENDATION	Approx. Start
8.	Water Production and Storage Report	Information	8:00 p.m.
9.	Amendment No. 2 to Collective Bargaining		
	Agreement with SEIU Local 1021 and Resolution		
	No. 8477 for Unrepresented Employees	Approve	8:05 p.m.
10.	Fill Vacancy: Distribution System Operator	Approve	8:10 p.m.
11.	Future Agenda Items	Information	8:15 p.m.

ADA NOTICE AND HEARING IMPAIRED PROVISIONS: The board room is equipped with sound amplifying units for use by the hearing impaired. The units operate in conjunction with the room's sound system. You may request the personal sound amplifier from the Board Secretary for use during meetings.

In accordance with the Americans with Disabilities Act and California Law, it is the policy of the Marin Municipal Water District to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled 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 accommodation, please contact Stephanie Eichner-Gross at (415) 945-1448, at least two days in advance of the meeting. Advance notification within this guideline will enable the district to make reasonable arrangements to ensure accessibility.

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

FUTURE BOARD MEETINGS:

Tuesday, January 16, 2018, 7:30 p.m. MMWD Board Room Tuesday, February 6, 2017, 7:30 p.m. MMWD Board Room



ITEM No. 1

MEETING DATE: January 2, 2018

MEETING: Board of Directors

STAFF REPORT

Subject: Organization of Board of Directors for 2018

SUBMITTED BY: Krishna Kumar, General Manager

RECOMMENDED ACTION: A. Elect President for 2018

B. Elect Vice President for 2018C. Approve 2018 Board CalendarD. 2018 Committee Assignments

EXECUTIVE SUMMARY

Each year, at the first regular meeting, the Board elects a new President and Vice President.

According to the District code, the Board of Directors meets on the first and third Wednesday each month unless otherwise specified at the first meeting of the year. Attached is a draft schedule of Board and Committee meetings for 2018. The following changes are proposed:

- Regular Board meetings are scheduled on the first and third Tuesdays of each month
- Due to the Thanksgiving and Christmas holidays, the Finance Committee meeting for November and December are moved to November 15 and December 19
- March 15 Watershed Committee meeting moved to March 8

FISCAL IMPACT:	YES	NO X		FISCAL YEAR:			
BACKGROUND:	N/A						
STRATEGIC PLAN ALIGNMENT: The requested action aligns with the district's Strategic Plan Goal 3: Communications - We will partner with our community, customers, and staff to understand & reflect their interests and clearly articulate the programs & policies of Marin Municipal Water District; Strategy 1 - Support the Board of Directors to facilitate informed policy / decision-making; Objective 1 Support Board and committee meetings							
REVIEWED BY:	Finance Manager General Counsel General Manager		[] [] [X]	NA [X] NA [X] NA []			

ATTACHMENTS:

- 1. Draft Board Calendar for 2018
- 2. Current Committee Assignments
- 3. Committee Descriptions



220 Nellen Avenue Corte Madera CA 94925-1169 marinwater.org

DRAFT 2018 BOARD MEETING SCHEDULE

	BOARD	STANDING COMMITTEES					
MONTH	MEETING Tuesday 7:30 p.m.	DOC ² Friday 9:30 a.m.	Finance Thursday 9:30 a.m.	Watershed Thursday 1:30 p.m.	Communications Wednesday 9:30 a.m.	OTHER ¹	
JAN	2 16	19	25				
FEB	6 20	16	22		21		
MARCH	6 20	16	22	8			
APRIL	3 17	20	26				
MAY	1 15	18	24		16		
JUNE	5 19	15	28	21			
JULY	3 17	20	26				
AUG	7 21	17	23		15		
SEPT	4 18	21	27	20			
ОСТ	2 16	19	25				
NOV	6 20	16	15		21		
DEC	4 18	21	19	20			

Draft

CONFERENCES:

CA Water Policy Conf.., Mar 22-23 ACWA Spring Conf., May 8-11 AWWA Annual Conf., June 11-14 ACWA Fall Conf., Nov 27- 30

¹ This column lists special meetings and workshops.

² District Operations Committee.

BOARD COMMITTEES AND OTHER ASSIGNMENTS FOR 2017

STANDING BOARD COMMITTEES STAFF LIAISON

<u>DISTRICT OPERATIONS</u> Mike Ban

Larry Russell, Chair

Armando Quintero, Vice-Chair

<u>WATERSHED</u> Crystal Yezman

Larry Bragman, Chair

Armando Quintero, Vice-Chair

FINANCE Charlie Duggan

Cynthia Koehler, Chair Jack Gibson, Vice-Chair

<u>COMMUNICATIONS</u> Lon Peterson

Cynthia Koehler, Chair Jack Gibson, Vice Chair

AD HOC BOARD COMMITTEES

<u>Conservation Action</u> Lon Peterson

Cynthia Koehler, Member Larry Russell, Member

Compensation Krishna Kumar

Larry Russell, Chair Jack Gibson, Vice Chair

Russian River Krishna Kumar

Jack Gibson

Larry Russell (Alternate)

DROUGHT RESILIENCY Krishna Kumar

Jack Gibson, Chair

Larry Russell, Vice Chair

OTHER ASSIGNMENTS

Tamalpais Lands Collaborative Executive Committee Krishna Kumar

Armando Quintero

Jack Gibson

Technical Advisory Committee - Lagunitas Creek Gregory Andrew

Larry Bragman

Cynthia Koehler, Alternate

OTHER ASSIGNMENTS (con't) STAFF LIAISON

North Bay Watershed Association Krishna Kumar

Jack Gibson

Larry Russell, Alternate

<u>Tomales Bay Watershed Council</u> Krishna Kumar

Armando Quintero

Sonoma County Water Agency,

Water Advisory Committee (WAC) Krishna Kumar

Jack Gibson

Larry Russell, Alternate

North Bay Water Reuse Authority Krishna Kumar

Jack Gibson Larry Russell

Las Gallinas Recycled Water Ad Hoc Krishna Kumar

Jack Gibson Larry Russell

ACWA Federal Affairs Committee Krishna Kumar

Cynthia Koehler

DESCRIPTION OF BOARD COMMITTEES AND OTHER ASSIGNMENTS

STANDING BOARD COMMITTEES:

<u>District Operations (DOC)</u>: The DOC reviews proposed contracts for capital projects and facilities maintenance, consulting agreements, pipeline extension agreements, variance requests, leasing proposals, disposal of surplus real estate, and any other matters relating to facilities and operations prior to the Regular board meeting. It is an opportunity to review an item in greater detail for those board members who may wish to attend. The items are forwarded on to the full board at a regular meeting with a recommendation from the Committee. This Committee generally meets on the third Friday of each month at 9:30 am.

<u>Watershed</u>: The purpose of the Watershed Committee is to discuss matters concerning the District's watershed and reservoirs such as protection of the fishery, vegetation management, recreational uses, and sources of revenue. This Committee meets once a quarter on the third Thursday of the month at 1:30 pm.

<u>Finance</u>: The purpose of the Finance Committee is to discuss matters related to the District's finances such as rates, debt and budget. This Committee generally meets monthly on the fourth Wednesday of the month at 4:00 pm.

<u>Communications</u>: The purpose of the Communications Committee is to discuss all matters related to the District's communications planning and public outreach. The Committee generally meets monthly on the third Tuesday of the month at 9:30 am.

AD HOC BOARD COMMITTEES:

<u>Conservation Action</u>: The focus of the committee is to serve as a networking forum for local resource conservation programs and assist in implementation of community conservation programs. Members of the CAC will include representatives from all agencies, organizations, and businesses interested in promoting natural resource conservation actions in Marin.

<u>Compensation:</u> The purpose of the Compensation Committee is to discuss all matters related to the District's employee compensation. The Committee meets as needed.

<u>Russian River</u>: This ad hoc committee meets as needed to review issues associated with water supply and water resources management in Sonoma County.

<u>Drought Resiliency Task Force:</u> The purpose of the Drought Resiliency Task Force is to discuss all matters related to drought resiliency.

OTHER ASSIGNMENTS:

<u>Tamalpais Lands Collaborative Executive Committee</u>: The purpose of the Tamalpais Lands Collaborative (TLC) Executive Committee is to review projects and programs supported by the TLC and to review and direct the activities of the Working Group which is composed of staff from each of the agency partners. The Committee meets 2 to 4 times per year as needed.

<u>Management Plan</u>: Representatives of approximately 20 agencies and environmental/community organizations meet to collaborate on water resources issues in the Lagunitas Creek Watershed. The Committee is chaired by a member of the Committee and meets two to four times a year at 9 am on Fridays.

North Bay Watershed Association (NBWA): MMWD joined the NBWA as a Charter member when it was created in 2000. The association of water, wastewater and storm water agencies works together to meet regulatory requirements of the Clean Water Act and Safe Drinking Water Act, conduct public education programs, and conduct water resources improvement projects. The Association meets monthly on the first Friday at 9:30 am.

Tomales Bay Watershed Council (TBWC): MMWD was asked by the TBWC to appoint a representative to their group to participate in the development and implementation of a watershed plan. The role of Lagunitas Creek in this watershed area is significant and therefore the request for representation. The Council generally meets bi-monthly in Point Reyes.

Sonoma County Water Agency Water Advisory Committee (WAC): The WAC is composed of the primary and secondary contractors to the Sonoma County Water Agency. The purpose of the WAC is to discuss water supply, environmental and contract issues relevant to water deliveries to the contractors from the Agency. The WAC also negotiates any changes to contracts between the Agency and the contractors. The WAC meets on the first Monday of every month at 9:00 am.

North Bay Water Reuse Authority (NBWRA): The purpose of this committee, which was originally established in 2005, is to seek and obtain federal and state funds for recycled water projects. Original members include the Las Gallinas Valley Sanitary District, Novato Sanitary District, North Marin Water District, Sonoma County Water Agency, Napa Sanitation District and County of Napa. In 2013 NBWRA amended its MOU to include new members. MMWD and the City of Petaluma joined the NBWRA in 2013. The NBWRA Board generally meets the third Monday of every other month. Meetings start at 9:30 and are held at the Novato Sanitary District.



ITEM No. 2

MEETING DATE: JANUARY 2, 2018

MEETING: BOARD OF DIRECTORS

STAFF REPORT

Subject: Minutes

SUBMITTED BY: District Secretary

RECOMMENDED ACTION: Approve minutes from the December 5 meeting

ATTACHMENTS

Minutes

THE BOARD OF DIRECTORS OF MARIN MUNICIPAL WATER DISTRICT

Minutes of the meeting of the Board of Directors held on Tuesday, December 5, 2017 at 220 Nellen Avenue, Corte Madera, California.

Directors present: Larry Bragman, John C. Gibson, Cynthia Koehler, Armando Quintero

and Larry L. Russell

Directors absent: None

CALL TO ORDER

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

AGENDA

On motion of Director Bragman, seconded by Director Quintero, the agenda was adopted by the following vote:

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

Noes: None Absent: None Abstain: None

PUBLIC EXPRESSION

None.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS

Director Bragman said he visited the District's Smith Saddle project site.

CONSENT CALENDAR (ITEM 1)

On motion of Director Koehler, seconded by Director Quintero, the Board approved the Consent Calendar (Item 1) by the following roll call vote:

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

Noes: None Absent: None Abstain: None

ITEM 1 Minutes of November 21, 2017 meeting as presented.

ITEM 2 WATER PRODUCTION AND STORAGE REPORT

Mike Ban, Engineering and Environmental Services Division Manager, presented the staff report and noted that total water production was 16,600 acre-feet, daily average production was 16.5 mgd and reservoir storage was 59,000 acre-feet which is 74% of capacity.

ITEM 3 AMENDMENT TO AGREEMENTS WITH BADGER METER DBA NATIONAL METER & AUTOMATION FOR PHASE 2 AUTOMATED METER INFRASTRUCTURE (AMI) PILOT PROJECT - PROPOSITION 84 DROUGHT GRANT:

- A. AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT (HARDWARE) (MA 5525).
- B. AMENDMENT 1 TO MANAGED SOLUTION MASTER AGREEMENT (SERVICES) (MA 5563).

Charlie Duggan, Administrative Services Division Manager/Treasurer presented the staff report requesting authorization to execute amendments to two agreements with Badger Meter to expand the Advanced Meter Infrastructure (AMI) pilot project to that would consist of the installation of 1,200 AMI cellular transmission units in a residential area of Tiburon. The District will be reimbursed for project cost through Department of Water Resources Proposition 84 grant funds. A question and answer period followed.

Director Bragman expressed concerns about the cost and benefits given that the meter batteries have a 10 year life span and are not replaceable. He also expressed concerns about ongoing subscription costs and protection of customer data privacy.

Director Koehler also expressed concerns about privacy of customer data and requested that detailed information on the costs and benefits be provided to the Board.

Director Russell suggested that data access could be limited to customer account numbers only with no addresses attached to the data to mitigate privacy concerns. He also requested a representative from Badger Meter be invited to give a report on the program to the Board.

On motion of Director Quintero, seconded by Director Koehler, the Board authorized the General Manager to amend two existing contract with National Meter and Automation in an amount not to exceed \$247,440.15 by the following vote:

Ayes: Directors Gibson, Koehler, Quintero and Russell

Noes: None Absent: None

Abstain: Director Bragman

ITEM 4 AMENDMENT TO QUINTEL AGREEMENT FOR CONFIGURATION OF SAP SOFTWARE FOR PROJECT SYSTEM, FUNDS/BUDGET CONTROL SYSTEM & GRANTS MANAGEMENT

Charlie Duggan presented the staff report requesting authorization to execute an amendment to an agreement with Quintel Management Consulting to configure two software modules to keep track of capital projects and grants.

On motion of Director Bragman, seconded by Director Quintero, the Board authorized the General Manager to execute an amendment to Agreement 5434 with Quintel Management Consulting \$170,700 by the following vote:

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

Noes: None Absent: None Abstain: None

ITEM 5 RESOLUTION NO.8476 FOR CALOES AND FEMA FINANCIAL ASSISTANCE

Charlie Duggan presented the staff report recommending approval of a resolution to pursue FEMA reimbursement for slides that occurred last winter.

On motion of Director Quintero, seconded by Director Bragman, the Board approved Resolution No. 8476 by the following vote:

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

Noes: None Absent: None Abstain: None

ITEM 6 AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT WITH SEIU LOCAL 1021 AND RESOLUTION NO. 8477 FOR UNREPRESENTED EMPLOYEES FOR FY 2018-2021

Charlie Duggan presented the staff report. He said the second amendment to the collective bargaining agreement with SEIU Local 1021 and Resolution No. 8477 for unrepresented employees was being presented for initial review and would be presented for consideration by the Board at the December 19, 2017 Board meeting.

ITEM 7 FILL VACANCY: ENGINEERING TECHNICIAN

Mike Ban presented the staff report.

On motion of Director Quintero, seconded by Director Koehler, the Board authorized the General Manager to recruit and hire one engineering technician by the following vote:

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

Noes: None Absent: None Abstain: None

ITEM 8 FUTURE AGENDA ITEMS

Krishna Kumar presented list upcoming meetings.

ADJOURNMENT

There	being	no	further	business,	the	meeting	of	December	5,	2017,	was	adjourned	at
8:08 p	.m.												

	President, Board of Directors
ATTEST:	
Secretary	



ITEM No. 3

MEETING DATE: January 2, 2018

MEETING: Board of Directors

STAFF REPORT

Subject: General Manager's Report for November 2017

SUBMITTED BY: Krishna Kumar, General Manager

RECOMMENDED ACTION: Accept Report

EXECUTIVE SUMMARY:

<u>SUMMARY</u>: AF = Acre Feet

Mg/L = milligrams per liter
MPN = most probable number

MPY = mils per year MG = million gallons

NTU = nephelometric turbidity units

A. Water Production:

Item	FY 2017/18		FY 2	016/17
	(million	(acre-feet)	(million	(acre-feet)
	gallons)		gallons)	
Potable				
Total production this FY	4,048	12,422	3,628	11,135
Monthly production, November	550	1,687	475	1,457
Daily average, November	18.33	56.24	15.82	48.55
Recycled				
Total production this FY	123.74	379.74	101.11	310.30
Monthly production, November	3.66	11.23	0.52	1.60
Daily average, November	0.12	0.37	0.02	0.05
Raw Water				
Total production this FY	78.90	242.14	73.45	225.41
Monthly production, November	0.00	0.00	0.01	0.03
Daily average, November	0.00	0.00	0.00	0.00
Imported Water				
Total imported this FY	691	2,120	596	1,830
Monthly imported, November	73	225	111	341
Reservoir Storage				
Total storage, November 30	19,345	59,367	20,402	62,611
Storage change during month	-586	-1,798	359	1,101
Stream Releases				
Total releases this FY	1,548	4,751	1,492	4,580
Monthly releases, November	436	1,338	393	1,206

В.	<u>Precipitation</u> :	FY 2017/18 (in.)	FY 2016/17 (in.)	
	Alpine	0.54	15.75	
	Bon Tempe	0.43	14.39	
	Kent	0.60	15.35	
	Lagunitas *	0.52	17.53	
	Nicasio	0.46	11.04	
	Phoenix	0.32	16.49	
	Soulajule	0.33	11.13	

C. Water Quality:

* Average to date = 9.64 inches

<u>Laboratory:</u>	FY 2017/18	FY 2016/17
Water Quality Complaints:		
Month of Record	15	5
Fiscal Year to Date	75	61
Water Quality Information Phone Call	ls:	
Month of Record	18	9
Fiscal Year to Date	59	39

The lab performed 2,555 analyses on lakes, treatment plants and distribution system samples.

Mild steel corrosion rates averaged 2.37 (0.56 - 4.76) MPY. The AWWA has recommended an operating level of <5 MPY with a goal of <1 MPY.

Complaint Flushing: No services were flushed by MMWD for the month of record.

<u>Tank Survey Program</u>: 22 water storage tanks were surveyed during the month. 90.84 % of the planned survey program has been completed for calendar year 2017.

<u>Disinfection Program</u>: 5,267 feet of new pipeline was disinfected during the month. Performed chlorination's on 13 water storage tanks to ensure compliance with bacteriological water quality regulations.

<u>Tank Water Quality Monitoring Program</u>: Performed 2 water quality monitoring events on storage tanks for various water quality parameters this month to help ensure compliance with bacteriological water quality regulations.

D. Water Treatment:

	San Geronimo	Bon Tempe	<u>Ignacio</u>	
Treatment Results	Average Monthly	Average Monthly	Average Monthly	
	Goal	Goal	Goal	
Turbidity (NTU)	0.07 <u><</u> 0.10	0.05 <u><</u> 0.10	0.06 <u><</u> 0.10	
Chlorine residual (mg/L)	2.54 2.50 *	2.37 2.50 *	2.50 2.50*	
Fluoride residual (mg/L)	0.80 0.85	0.76 0.80	0.87 0.85	
Zinc residual (mg/L)	0.25 0.24***	0.23 0.30 ***	0.23 0.24***	
Color (units)	0.1 <u>≤</u> 15	0.1 <u><</u> 15	0.1 <u><</u> 15	
pH (units)	7.8 7.8*	7.7 7.8*	8.1 >7.8**	

Set monthly by Water Quality Lab

Recycled Water

Las Gallinas Recycled Water Plant	Aver	MMWD Goal		
Turbidity	0.32	NTU	<u><</u> 2.0	NTU
Chlorine residual	3.99	Mg/L	4.0	Mg/L
Hq	8.1	Units	8.2	Units

E. Capital Improvement

1. Mariner Highlands Tank Replacement Project

<u>Summary:</u> This project involves the installation of a 60,000 gallon bolted steel tank and associated piping in Corte Madera.

- Project Budget: \$499,285
- Monthly Activities: The new tank was put in service and the old redwood tank was demolished this month.

2. <u>Smith Saddle Pump Station</u>

<u>Summary:</u> This project involves the installation of a new pump station next to the District's Smith Saddle Tanks in the Town of Fairfax.

- <u>Project Budget:</u> \$1,247,000
- Monthly Activities: The Contractor completed the block walls of the pump station and began framing the roof this month.

3. <u>Treatment Plant Filter Rehabilitation and Seismic Upgrade Project</u>

<u>Summary:</u> This project addresses seismic vulnerabilities in the filters at the District's two water treatment plants, improves the filter backwashing process at San Geronimo

^{**} pH to Ignacio is controlled by SCWA

^{***} Zinc reduction per NPDES Permit Regulations

Treatment Plant (SGTP) and improves flow of water to the north end of the District's system.

• Project Budget: \$9,084,162

• <u>Monthly Activities:</u> Work has been completed at the San Geronimo Treatment Plant and the Contractor is currently rehabilitating filters 3 & 4 at Bon Tempe Treatment Plant.

4. <u>Tiburon Fire Flow Improvement Project</u>

<u>Summary:</u> This project involves the installation of 14,760 feet of fire flow deficient pipe in the Town of Tiburon and unincorporated Marin County.

• Project Budget: \$4,266,000

• <u>Monthly Activities:</u> The Contractor completed mainline installation on Trestle Glen and began installing pipe in Paradise Drive this month.

5. Laverne Avenue Pipeline Replacement Project

<u>Summary:</u> This project involves the installation of 4,140 feet of pipe in the unincorporated community of Tamalpais Valley.

Project Budget: \$1,265,210

• <u>Monthly Activities:</u> The Contractor largely completed the project this month; minor punch list items remain to be finished.

6. Elm Avenue Pipeline Replacement Project

<u>Summary:</u> This project involves the installation of 6,650 feet of 6-inch welded steel and PVC pipe to replace 80 to 90 year old pipe. This work is being conducted in coordination with the City of Larkspur's and Town of Corte Madera's street overlay programs.

• <u>Project Budget:</u> \$1,953,353

• Monthly Activities: The Contractor completed 90% of new water main installation and began tie-ins and service transfers this month.

7. <u>Eldridge Grade Slide Repair Project at Culvert EG-24</u>

<u>Summary:</u> This project involves the installation of a soil-nail retaining wall to repair slide damage from last winter and protect a 24-inch diameter transmission main.

• Project Budget: \$388,000

• Monthly Activities: The Contractor removed slide debris and began installing soilnails for the retaining wall this month.

8. Meadowcroft Fire Flow improvement Project

<u>Summary:</u> This project involves the installation of 3,880 feet of water main to replace 90-year old pipe in the Town of San Anselmo.

• <u>Project Budget:</u> \$1,300,000

• Monthly Activities: No activity occurred on this project this month due to the holidays.

9. <u>Almonte Fire Flow Improvement Project</u>

<u>Summary:</u> This project involves the installation of 3,800 feet of pipe to replace 70-year old, fire flow deficient, pipe in coordination with the County's street paving program.

• <u>Project Budget:</u> \$1,118,347

• Monthly Activities: Contracts were routed for execution this month.

F. Other:

FY2017/18	FY2016/17
3,806	6,490
14,729	20,913
908*	909*
FY2017/18	FY2016/17
36,348	22,165
292,692	211,955
FY2017/18	FY2016/17
15	8
78	72
FY2017/18	FY2016/17
11	15
91	70
1	0
12	5
60,392	60,362
	3,806 14,729 908* FY2017/18 36,348 292,692 FY2017/18 15 78 FY2017/18 11 91 1 12

G. <u>Demand Management</u>:

WATER EFFICIENCY PROCEDANC	Nov-17	FY 17/18 TOTAL	FY 16/17 TOTAL	FY 15/16 TOTAL
WATER-EFFICIENCY PROGRAMS				
Conservation Assistance Program (CAP)				
Consultations				
Residential properties resi 1-2 (single-family)	43	212	314	232
Residential properties resi 3-7 (multi-family units)	1	6	5	48
Non-residential properties resi 6-7 (commercial)	3	7	39	24
Dedicated irrigation accounts resi 8-10 (large	0	2	17	71
landscape) Marin Master Gardeners'	0	3	17	71
Marin-Friendly Garden Walks	6	77	07	4.65
Residential garden walks	6	77	87	165
CYES Water/Energy Surveys (seasonal)				
Residential surveys	0	0	222	372
Tier 4 Exemption Program				
Applications				
Inspections that resulted in a pass	0	0	2	0
Public Outreach and Education,				
Customer Service				
Public outreach events (number of people attending)	0	10500	15604	1155
Public education events (number of participants)	0	0	10	484
Phone calls admin staff	203	1598	3004	2637
School Education				
School assemblies				
Number of activities	2	5	20	13
Number of students reached	580	1583	6102	4430
Field trips				
Number of activities	1	8	12	21
Number of students reached	51	214	330	456
Classroom presentations				
Number of activities	0	11	22	23
Number of students reached	0	271	547	602
Other (e.g. booth events, school gardens)				
Number of activities	0	0	4	2
Number of students reached	0	0	0	330
Incentives				

Incentives

Prop 84 - Drought Round (III) Rebate Incentive

Program (start date Jul 1, 2015)				
Number of HETs approved	0	216	968	1281
Number of HECWs approved	6	34	408	446
5 x \$50 - Rebate Incentive Program (start date Oct. 25,				
2014)				
Number of Organic Mulch approved	4	30	170	440
Number of Rain Barrels approved	0	3	14	66
Number of Pool Covers approved	0	6	26	93
Number of Hot Water Recirculating Systems approved	0	6	32	79
Number of Laundry-to-Landscape systems approved	0	0	5	8
Water-wise Community Garden	4	17	0	0
ORDINANCES				
Water Waste Prevention Ordinance				
No. of properties reporting activity	10	86	155	343
Ord. 421 Landscape Plan Review				
Plans submitted	3	32	105	85
Plans exempt	0	1	4	11
Plans completed	6	12	19	18
Plans in workflow (pass & fail)	5	46	171	146

H. Watershed Protection

MMWD Park Ranger Serves as I.C. at Annual Event

Ranger Brett Pedisich served as the Incident Commander for the multijurisdictional,non-sanctioned Appetite Seminar bicycle ride that occurs every Thanksgiving. This year 730 mountain bikers took part in riding the course that crosses MMWD and Open Space lands. Ranger Pedisich managed SAR and County Park resources that assisted. also He managed the response to medical aid call that occurred during the event.



Deer Rescue

Ranger Barry Dobbins helped Marin County Animal Control rescue a deer that had become stuck in the Lake Lagunitas spillway pond. They are now friends for life.



Incidents Total: 33

- 8 Vandalism
- 4 Suspious Circumstances
- 4 Medical Aids
- 3 Misc. Calls for Service
- 2 Trespassing at WD Facility
- 2 Search and Rescue
- 1 Assualt/Battery
- 1 False ID provided to Peace Officer
- 1 Possession/Use of Destructive Device
- 1 Unpermitted Alteration of Streambed
- 1 Assist Citizens
- 1 Assist Humane/Animal Control 1
- 1 Court Apperance for bike on trail-guilty
- 1 Illegal Trail Work
- 1 Reckless Driving/Exposition of Speed
 - Unsanctioned/Unpermitted Group event

Citations Total: 66

1

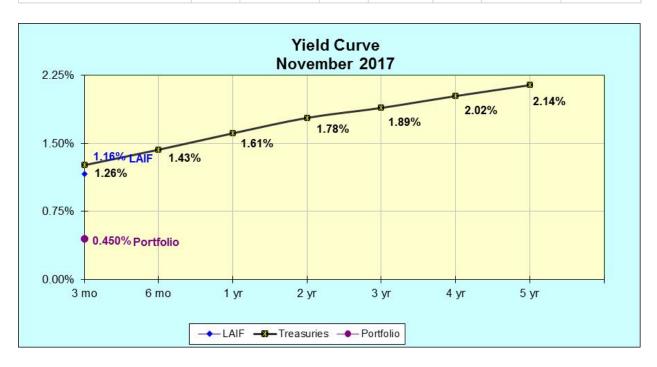
- 2 Bike on Trail
- 2 Dog off Leash
- 53 Nonpayment of Parking Fees
- 8 Parking After Sunset
- 1 Parking in Front of Gate/Blocking Access

I. <u>Personnel</u>			
		FTE's	
Employee authorization as of:	0 <u>7/01/15</u>	07/01/16	07/01/17
Regular full-time positions	246.00	246.00	244.00

J. <u>Investment</u>

During the month of November 2017, all activity was to/from LAIF and Fidelity MMF.

N	Marin Municip	oal Water Distric	t				
	Investmen	t Report as of					
	Novemb	per 30, 2017					
		Par		Date		Current Market	Purchase
Investments	Туре	Value	Coupon	Purchased	Maturity	Value	Price
US Treasury N/B	1	1,000,000.00	1.375%	03/03/15	06/30/18	999,340.00	1,002,890.00
Fidelity Money Market Fund	7	6,857,511.30	0.010%			6,857,511.30	6,857,511.30
Local Agency Investment Fund	4	37,236,709.97	0.654%			37,236,709.97	37,236,709.97
Total District Investments		\$ 45,094,221.27				\$ 45,093,561.27	\$ 45,097,111.27
Weighted Average Interest Rate	0.450%						
* callable security							
Dated December 1, 2017. I certify the	nat all investme	ents are	Portfolio:			<u>Amount</u>	Percent
made in conformance with the Distric	ct's approved in	nvestment	Treasury B	ills (1)		\$ 999,340.00	2.22%
policy and that the District has suffic	ient liquidity to)	Agency Dis	scount Notes	(2)	-	0.00%
meet all budgeted and planned obliga	ations during		Agency No	tes (3)		660.00	0.00%
the next six-month period.			LAIF (4)			37,236,709.97	82.58%
			Corp Med	Term Notes (5)		0.00%
Respectfully submitted:			Bankers A	cceptances (6	i)	-	0.00%
			Money Mai	rket (7)		6,857,511.30	15.21%
Mikyung Pustelnik, Asst. Finance M	anager		Total Invest	tment		\$ 45.094.221.27	100.00%



Matt Cramer

WHEREAS, THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT WISHES TO RECOGNIZE Matt Cramer for his 16 years and 5 days of service, beginning as a Meter Reader and Repair Worker on November 26, 2001, then advancing to the position of Customer Service Field Inspector on December 17, 2012, and;

WHEREAS, Matt was always on the early morning crew in the Administration Building. He'd arrive early, take a seat in the lunch room, wait for his fellow employees to arrive to greet them with a warm "good morning" and share anecdotes about life outside MMWD. Matt was MMWD's version of Yoda, quietly dispensing wisdom and happiness to colleagues in the early morning hours; and

WHEREAS, Matt has always been community oriented. Each year for many years, he and his wife worked the Sausalito Arts Festival with his wife as a banker and Matt as a jack of all trades. Matt could be regularly seen diligently completing some task at the Arts Festival and spreading his joy to everyone he encountered; and

WHEREAS, Matt had an insatiable and innate inquisitiveness about each job he filled at MMWD. He welcomed the challenges that each job offered, diligently worked to resolve issues, and always with a focuse on providing the Nordstrom level of service and pursued excellence in all his endeavors; and

WHEREAS, Matt served on the MMWD Safety Advisory Committee (SAC) for 5 years, including roles as Vice-Chair and Chair of the Committee, developed several equipment, facility, and employee safety related enhancements, as well as the "Emergency Response Backpack" program. Over time, the MMWD Backpack program served as the template for each of Marin's Municipalities, to provide the same Backpack for their employees; and

WHEREAS, Matt has an unwavering commitment to customer service, staff, and maintaining strong, fruitful working relationships; and

WHERAS, Matt was never shy to bend ones ear to provide a new idea, share his opinion, or find a way to do something "just a little better"; and

WHERAS, Matt can be counted on to use his culinary expertise to grill a mean tomahawk steak or dress up a pretty party platter; and

WHEREAS, Matt has been a supportive co-worker and his humor, wit, and wisdom will be missed by all.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS expresses its sincere appreciation to Matt Cramer for his service to the District and wishes him good health and happiness in his retirement.

RESOLUTION NO. 8478 approved at regular meeting of the Board of Directors held this 2nd day of January 2018.

Larry L. Russell, Pr	esident	Armando Quintero
Larry Bragman		John C. Gibson
Cynthia Koehler		Krishna Kumar, General Manager
, , , , , , , , , , , , , , , , , , , ,	ATTEST:	
	Secretary	

Nicholas Salcedo

WHEREAS, THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT WISHES TO RECOGNIZE Nick Salcedo for 14 years and eight months of dedicated service to the District; and

WHEREAS, Nick began as an Information Analyst II in April 2003 and served as Senior Management Analyst from 2014 until his retirement in December 2017; and

WHEREAS, After earning a master's degree in Geographic Information Systems, Nick was able to navigate both career and life-style change by securing a job on the Watershed team, thereby escaping 12 years of environmental planning and permit processing, trading coat, tie, and loafers in downtown SF for trademark, black, high-top sneakers and an office in wilds of Mt Tam; and

WHEREAS, Over the course of 14 years Nick was able to transition an inside joke called the "Map Everything Project" to a comprehensive GIS database for all watershed natural resources, roads and trails, and recreational facilities and then help make that data available for all desktop users; and

WHEREAS, Nick played the central role in the development of the Mt. Tamalpais Road and Trail Plan/EIR and many subsequent grant-funded water quality and habitat protection projects including guiding 8 years of Project Restore initiatives; and

WHEREAS, Nick's skillful application of "sandwich & brownie" technology in the field built strong trust-based relationships with environmental regulators, allowing tricky projects to proceed; and

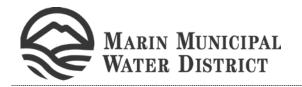
WHEREAS, Nick's job evolved into what is best described as a smart person with a huge skill set who could get anything done including building arched culverts for salmon streams, renovating office space and residences, teaching GIS at college and interns at MMWD, and making the perfect map; and

WHEREAS, Nick's kind, good-humored, pragmatic, hardworking, and persistent approach earned widespread respect and friendship among both watershed and downtown staff, with other resource agencies, and from the environmental community.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS expresses its sincere appreciation to Nicholas Salcedo for his services and contributions to the Marin Municipal Water District and the health of Mt. Tamalpais and wishes him good fortune, good waves, Warriors games, and many memorable family adventures in Larkspur, at the Baja Casita and wherever else he may go.

RESOLUTION NO. 8479 approved at the regular meeting of the Board of Directors held this 2nd day of January 2018.

Larry L. Russell, Pr	esident	Armando Quintero
Larry Bragman		John C. Gibson
Cynthia Koehler		Krishna Kumar, General Manager
,	ATTEST:	,
	Secretary	



ITEM No. 5

MEETING DATE: January 2, 2018

MEETING: Board of Directors

STAFF REPORT

Subject: Marin County Fire Department (MCFD) Mutual Benefit Agreement and

Update on Fire Resiliency Efforts on MMWD Lands

SUBMITTED BY: Mike Swezy, Watershed Manager

Crystal Yezman, Division Manager Facilities and Watershed Division

RECOMMENDED ACTION: Approve the Master Mutual Benefit Agreement with MCFD

EXECUTIVE SUMMARY:

In order to implement District goals for watershed and community wildfire protection and biodiversity management, the district budget has been increased in support of field activities for FY 2018 and 2019. Given this increase in budget, staff has negotiated a multi-year mutual benefit agreement with Marin County Fire Department to utilize MCFD staff and equipment resources for Services Related to Vegetation Management. Staff requests that the board approve the attached Master Mutual Benefit Agreement with MCFD not to exceed \$80,000 for this fiscal year and not to exceed \$400,000 over term of the agreement, which includes this and two additional fiscal years. The background section of this staff report also includes details on plans to reinvigorate prescribed burning in coming years, strengthen coordination with regional fire safety stakeholders, and increase local community engagement for wildfire protection efforts.

FISCAL IMPACT:	YES X	No	FISCAL YEAR:	2018	

EXPENDITURES

Budgeted Amount	\$80,000
Budget Augmentation Requested	\$
	\$
	\$
TOTAL EXPENDITURES	\$80,000

FUNDING SOURCES

Total Sources	\$80,000
Operating Reserves	\$
Other	\$
Capital Fund	\$
Operating Fund	\$80,000
FUNDING SOURCES	

FISCAL IMPACT NARRATIVE:

The agreement provides for expenditures not to exceed \$400,000 over three fiscal years dependent on project needs. There are sufficient funds in the current budget for project work. Staff is targeting around \$80,000 during this fiscal year for vegetation management work and

pile burning contingent on Marin County Fire Department's Tam Fire Crew availability.

BACKGROUND:

Marin County Fire Department Master Mutual Benefit Agreement

The Master Mutual Benefit Agreement between the Marin County Fire Department (MCFD) and the Marin Municipal Water District for Services Related to Vegetation Management (Master Agreement) provides for MMWD's utilization of Marin County Fire Department's staff in conjunction with the 2016 Marin County Community Wildfire Protection Plan for providing equipment for prescribed burning, grading of fire roads, construction and maintenance of fuel breaks or other fire hazard reduction work on MMWD watershed lands. The term of the agreement is through June 30, 2020. The agreement provides for disbursement of an amount not to exceed \$400,000 over the term of the agreement. Specific project-based amendments to the Master Agreement will be defined as needed, reimbursed at the current MCFD rate schedule for staff and equipment. In addition to resources for project work, the district will be able to fully utilize MCFD expertise for prescribed fire planning, operational planning, fire training, and cost-sharing.

Prescribed Fire Planning

Prescribed fire is a planned fire; it is also sometimes called a "controlled burn" or "prescribed burn," and is used to meet land management objectives. A prescription is a set of conditions that considers the safety of the public and fire staff, weather, and probability of meeting the burn objectives.

Prescribed fire is one of the most important tools used to manage fire today. A scientific prescription for each fire, prepared in advance, describes its objectives, fuels, size, the precise environmental conditions under which it will burn, and conditions under which it may be suppressed. The fire may be designed to create a mosaic of diverse habitats for plants and animals, to help endangered species recover, to reduce invasive plant species or to reduce fuels and thereby prevent a destructive fire.

Prescribed burning began in earnest on MMWD lands in the 1980s when Marin County Fire Department and the California Department of Forestry and Fire Protection (now CalFire) conducted chaparral burns in winter months to reduce wildfire hazards. Local concerns regarding the adequacy of the state burn program CEQA document prompted MMWD to begin its initial vegetation management planning culminating with the District's Mt. Tamalpais Area Vegetation Management Plan EIR which was certified in 1995. Under the new plan and EIR, beginning in 1995, watershed staff began conducting prescribed burns for control of French broom, control of yellow star thistle, and for meadow and oak woodland habitat restoration. For about 11 years the district burned up to 200 acres per year.

Burning was curtailed after 2006 for a variety of reasons including negative results for controlling broom in oak woodlands, increased sudden oak death in oak woodlands, more complicated planning and implementation under new CalFire guidelines, and difficulty meeting air quality demands. Also, during this period watershed staff shifted its broom management efforts to mechanical approaches and a made a significant investment in the full range of experimental and innovative methods for broom control which are expressed in our new plan.

Prescribed burning requires a burn prescription and project plan, a project permit from the Bay Area Air Quality District, and CEQA compliance. In addition, MMWD has the option to participate in the Statewide Vegetation Treatment Program (VTP) where landowner may enter an agreement with CalFire to conduct burning, share costs, and provide liability protection to the landowner. A draft programmatic environmental impact report for the VTP is currently under public review and a final draft may be approved in 2018.

The draft Biodiversity, Fire and Fuels Integrated Plan (BFFIP) provides for use of prescribed fire. If fully implemented, in the first 5 years of the BFFIP, we would burn 450 acres (12 projects) of oak woodlands and grasslands and 100 acres (5 projects) of redwood and mixed hardwood understory.

The increased investment in forest management under the BFFIP is built on the early results of our Resilient Forest study on Bolinas Ridge. This project aims to restore old forest conditions for the second growth forest in the area and create more wildfire resilient stands. The 5 projects in the redwood/mixed hardwood forest would be done as a follow up treatment to the Resilient Forest plots.

As mentioned above environmental compliance for prescribed burning is more challenging than the early days of burning at MMWD. Our efforts are contingent on completion and certification of the BBFIP EIR.

Increased Community Engagement for Resiliency

In addition to increased level of vegetation management on watershed lands, staff are currently participating in a Board of Supervisors Sub-committee recently established by Supervisors Rodoni and Arnold whose aim is to develop a collaborative approach to reducing life and property loss based on the lessons learned from the recent North Bay fires. This sub-committee will hear testimony from public safety, land management, and municipal government officials from Sonoma and Napa County and develop recommendations to improve community resiliency in the face of wildfire threats. Likely outcomes will focus on improved notification and evacuation, cross boundary collaboration for vegetation management in key communities, and developing widespread participation in Firewise Community certification for all of Marin's communities. Recommendation would be published in the spring in advance of the 2018 fire season and could inform budget for Marin County and other jurisdictions.

In addition, FIRESafe Marin is sponsoring a Firewise Community Workshop on February 9, 2018 to help Marin neighborhoods organize to achieve Firewise USA recognition. Participants can learn about the benefits and challenges of Firewise recognition for neighborhoods, while preparing a plan to your community survive a wildfire. Representatives from every Marin fire department, land management agencies like MMWD and Open Space, PG&E, and others will help participants understand Marin's wildfire risk and develop a plan to address the risk.

The Firewise Communities/USA Recognition Program is a process that empowers neighbors to work together in reducing their wildfire risk. There is a growing network of more than 1,028 recognized Firewise communities (12 neighborhoods in Marin!) taking action and ownership in preparing and protecting their homes against the threat of wildfire.

In addition to these broad efforts, staff has sent letters to approximately 50 landowners that live adjacent to Mt. Tamalpais Watershed Lands inviting them to work with us to make their homes more defensible during a wildfire.

PUBLIC OUTREACH EFFORTS

MMWD communications participate directly with FIRESafe Marin member agencies in outreach planning and are actively engaged in amplifying community wide training and education opportunities using our water bill newsletter and social media.

STRATEGIC PLAN ALIGNMENT:

The requested action aligns with the district's Strategic Plan Goal 4 (Environmental Stewardship), Strategy 1 (Enhance ecosystem resiliency in the face of climate change), Objective 1 (Complete Vegetation Management Plan), Objective 2 Develop and implement Healthy Forests plan

REVIEWED BY:	A.S.D Manager/Treasurer		NA	Χ	
	General Counsel	Χ	NA		
	General Manager	Χ	NA		

ATTACHMENTS:

1. Draft Master Mutual Benefit Agreement between MCFD and MMWD

MASTER MUTUAL BENEFIT AGREEMENT BETWEEN THE MARIN COUNTY FIRE DEPARTMENT AND THE MARIN MUNICIPAL WATER DISTRICT FOR SERVICES RELATED TO VEGETATION MANAGEMENT

This agreement is made and entered into by and between the Marin County Fire Department (MCFD) and the Marin Municipal Water District (MMWD) (Agreement).

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

Article 1: Recitals.

- A. MCFD has primary responsibility for fire prevention and suppression in unincorporated areas of the Marin County including the Mt. Tamalpais watershed.
- B. MMWD has a specific need for assistance with vegetation management activities related to prescribed burning, grading of fire roads, construction and maintenance of fuel breaks or other fire hazard reduction work on its watershed lands, and
- C. MCFD performs prescribed burning, grading of fire roads, construction and maintenance of fuel breaks and other fire hazard reduction work on county property and county open space district property.
- D. MCFD has the resources to provide specific services to MMWD related to vegetation management. Specifically, MCFD has the resources and is equipped to conduct prescribed fire burning, grading of fire roads, construction and maintenance of fuel breaks and other hazardous fuel reduction fire safety support to MMWD on a contractual basis.
- E. MMWD is authorized, under the provisions of Water Code Section 71722 to engage the services of MCFD to conduct those services on its watershed lands.
- F. MMWD and MCFD desire to contract for the foregoing services to establish responsibilities and provide compensation in consideration for MCFD's services.

Article 2: Purpose.

The parties agree that the purpose of this Agreement is to create a master services agreement between the parties related to vegetation management services and anticipate that amendments to this Agreement will be executed that will detail the scope of specific project work, costs estimates for that work, insurance requirements and other terms related to completion of specific project work.

Article 3: Term and Costs.

- A. The term of this Agreement shall commence on _______, 2017 and shall end on June 30, 2020.
- B. In no event shall the costs paid to MCFD exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) through June 30, 2020.

Article 4: Duties of MCFD.

- A. MCFD agrees to furnish the following services for the MMWD and MMWD agrees to pay MCFD for these services. The services are summarized below and are more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference. MCFD shall:
 - 1. Conduct prescribed burns;
 - 2. Provide grading of existing fire roads in order to provide safer access by emergency vehicles and MMWD vehicles;
 - 3. Construct and maintain fuel breaks; and
 - 4. Performing other hazardous fuel reduction fire safety support.

B. MCFD will:

- 1. Collaboratively undertake projects for the purpose of fire hazard reduction on MMWD Lands as described throughout this Agreement.
- 2. Assign a technical representative or point of contact for every project.
- 3. Provide technical guidance, engine and crew leadership and fire personnel for the removal and reduction of targeted wild land fuels.
- 4. Provide cost sharing or matching, if available, for work on certain project activities, as mutually agreed to by both parties.
- 5. Provide supplies, materials, and equipment, as necessary, to perform specific project activities.
- 6. Provide MMWD with final reports, progress reports, images, mappings, and requested monitoring data from activities conducted under this Agreement.
- 7. Provide advice regarding hazardous reduction planning, wild land fire fuels inventorying, and monitoring protocols and data sets, if applicable.
- 8. Provide planning services in support of prescribed fire project planning, permits, and environmental compliance if applicable.

Article: 5. MMWD duties.

MMWD will:

- 1. Collaboratively undertake projects for the purpose of fire hazard reduction on MMWD lands consistent with MMWD vegetation management plans as described throughout this Agreement.
- 2. Provide financial assistance as provided for in Exhibit A.
- 3. Assign a technical representative or point of contact for every project.
- 4. Provide MCFD, to the extent allowed by the law and applicable policies, use of the resources and facilities for appropriate training.
- 5. Provide MCFD with technical assistance and guidance as deemed necessary.
- Hold orientation briefings with MCFD personnel at the commencement of each project activity to discuss safety considerations and clearly explain project operational plan, expectations, specific instructions, and other necessary details.
- 7. Provide on-site coordination and assistance for project activities.
- 8. For any road grading or road drainage work provide written specifications and where appropriate provide a professional engineer's report.

Article 6: Joint Duties.

MMWD and MCFD will:

- 1. Enter into separate amendments to this Agreement that document the specific work to be conducted by MCFD, the scope of that work, the anticipated project costs, the required construction standards, provisions and insurance requirements for the project.
- 2. Mutually agree that the hourly rate for equipment reflects the customary and standard hourly rate for such equipment. The parties agree that the cost schedule for personnel and equipment will be updated in writing as needed on an annual basis and included in an amendment to this Agreement.
- 3. Meet regularly, or as needed, to identify and discuss MMWD hazardous fuels removal and reduction activities available for MCFD's assistance under this Agreement.
- 4. Coordinate wild land fire prevention planning and wild land fire training opportunities.
- 5. Cooperate in the wild land fuels planning and wild land fire hazard and risk assessment that are directed toward the reduction of catastrophic loss of life,

property, and natural resource values in the Marin Municipal Watershed District lands.

- 6. Participate in joint training opportunities related to activities arising under this Agreement.
- 7. Collaborate on community outreach for projects and programs as mutually agreed.

Article 7: Mutual Hold Harmless & Indemnification.

The MCFD and MMWD each agree to defend, indemnify and hold harmless the other, and the other's officers, agents and employees, against any and all liabilities, injuries or damages caused by the intentional or negligent acts, errors or omissions of their own employees, agents or representatives in connection with their performance and duties under the terms and provisions of this Agreement and any amendment thereto. The duty to indemnify and hold harmless shall include the duty to defend as set forth in California Civil Code Section 2778. In the event of concurrent negligence or liability of the parties' employees, liability shall be apportioned between MCFD and MMWD under the doctrine of comparative fault as established under California law.

Article 8: Termination.

This Agreement shall remain in full force until terminated by one or both of the parties. Either MMWD or MCFD may terminate this Agreement for any reason by giving the other party 30 days prior written notice.

Article 9: Notice.

Any Agreement-related notice shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mall, return receipt requested, first class, postage prepaid, addressed as follows:

MCFD

Attention: Fire Chief, 33 Castle Rock Ave PO Box 518 Woodacre, CA 94973-0518 **MMWD**

Attention: General Manager 220 Nellen Avenue Corte Madera, CA 94925

Article 10: Amendments.

This Agreement, including Exhibit A contains the entire agreement between the parties. Any modification to the agreement shall be in writing and signed by both parties. The provisions of this Agreement supersede any oral representations or verbal discussions

regarding the scope of work, compensation and the indemnification provisions set forth herein.

Article 11: General Provisions.

A. Dispute Resolution.

Any controversies between the parties regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation. The parties shall agree on one mediator. The cost of the mediator shall be borne by the parties equally. Mediation under this section is a condition precedent to filing an action in any court unless the delay due to the mediation would cause an applicable statute of limitations to run.

The parties shall make good faith efforts to resolve all claims and disputes related to this Agreement. Unless the parties agree upon an alternative forum of dispute resolution, any litigation concerning claims and disputes related to this Agreement shall be filed in and timely prosecuted to conclusion in the Superior Court in and for Marin County, and each party hereby waives its right to seek to change venue.

B. Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

C. Further Assurances.

Each of the parties agrees to execute, and deliver to the other parties, such documents and instruments, and take such actions, as may reasonably be required to effectuate the terms and conditions of this Agreement; provided, however, such covenant shall not have the effect of increasing the obligations of any party pursuant to this Agreement or require any representations and warranties by any party in addition to those of such party set forth herein. At any time that a party is reasonably concerned that the other party may not be able to perform its obligations under this Agreement, it may request assurance from said other party that it is capable and intends to perform. Said other party shall respond to the request for assurance with all facts that support its ability to meet its obligations under this Agreement. Any communications between the parties pursuant to this Section shall be admissible in any dispute between the parties.

D. Waiver

No waiver of any right or obligation of any of the parties shall be effective unless in writing, specifying such waiver, executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

E. Presumptions

Each of the parties has participated in preparing this Agreement, therefore there shall be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part hereof.

F. Counterparts

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

MARIN COUNTY FIRE DEPARTMENT
By:
Dated:
MARIN MUNICIPAL WATER DISTRICT
By:
Dated:

EXHIBIT A

COMPENSATION

COST RECOVERY RATES:

Resource	Daily Rate	GPM	Mileage Rate	Hourly Rate	FEMA/OES #Reference
Eng. Type 3	NA	500GPM	NA	\$68.00	OES Rate Sheet
Eng. Type 1	NA	1250GPM	NA	\$72.25	OES Rate Sheet
Dozer Type I	NA	NA	NA	\$149.75	FEMA-8253
DozerTender-Field Maintenance	NA	NA	NA	\$38.65	FEMA-8840
Transport & Trailer	NA	NA	NA	\$68.25	FEMA-8601/8792
Fire Crew Vehicle	NA	100	NA	\$108.95	***
WT Type I	NA	2500	NA	\$68.00	OES Rate Sheet
BDSU	27.54		.94		
12 Pass Van	109.00		1.34		
Paramedic Res Amb	NA		48.14	40.50	FEMA-8041
Heavy Resc.	NA			93.47	FEMA-8696
Rig Hull Infl.	46.15			\$31.29	
Wave Runr	39.88			\$28.14	
Utility Veh-Pick-up 3/4ton	NA	NA	NA	\$20.80	FEMA-8807
SUV-4X4	\$96.00				
Stakeside	NA	NA	NA	\$35.00	FEMA-8701
Personal Vehicle			.54		

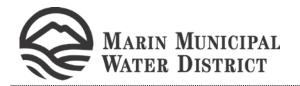
^{***}Crew Module-Hourly Calculation: Supt vehicle =\$20.80 + Type 6/200gpm= (\$68/hr) + Crew Carrier OCFA/CalEMA = (\$20.15/hr) = \$108.95/hour

PERSONNEL RATES

Position	Base Rate
Deputy Fire Chief	91.34
BC Operations	85.89
BC Veg Mgt & EMS	85.89
BC Training & Fire Marshal	85.89
Crew Superintendent	72.10
Crew Foreman	84.85
Fire Admin	47.68
Admin Accounting Tech	35.73
Captain Senior	45.73
Fire Captain	41.69
Fire Inspector	38.79
HFEO	38.79
Fire Dispatcher	30.02
FAE Medic	38.79
FAE	36.00
FF / Medic	37.10
Firefighter	32.18
Seasonal Firefighter	17.30
Volunteer Rates	19.08

^{**} Administrative Rate: 15.02% Effective: 7/1/17

^{**}Overtime will be billed at 1.5 times hourly rate for all positions other than BC&DC.



ITEM No. 6

MEETING DATE: January 2, 2018

MEETING: Board of Directors

STAFF REPORT

SUBJECT: West Point Inn Lease Amendment #2

SUBMITTED BY: Mike Swezy, Watershed Manager

Crystal Yezman, Division Manager

Facilities and Watershed

RECOMMENDED ACTION: Approve Amendment #2 to the West Point Inn Lease Agreement

EXECUTIVE SUMMARY:

On July 5, 2017 the West Point Inn Association formally notified the District of its intent to exercise the fourth and final five year extension under the 1997 lease agreement between MMWD and WPIA. At that time, they also requested an update to their lease agreement to reflect changed conditions and clarify a few issues related to maintenance and reservation policy. The proposed amendment is presented for board approval.

FISCAL IMPACT:	YES	No x	FISCAL YEAR:	
FISCAL IMPACT NA	ARRATIVE:			
N/A				

BACKGROUND:

The amendment to the lease for West Point Inn includes a change in the definition of the premise, adding the septic tank, leach field, garden, solar panel array, and defensible space for fire protection, and specifically excluding the picnic area below the Inn; changing the language regarding reserving rooms for non-members to better reflect practice; clarification of the allowed uses of stored water reflecting the addition of the new 8,500 gallon tank installed in 2015; and to add maintenance of defensible space as approved by the district to the list of the Tenant's responsibility.

STRATEGIC PLAN ALIGNMENT:

The requested action aligns with the district's Strategic Plan Goal 4 (Environmental Stewardship), Strategy 3 Evaluate current visitor access and activities on watershed lands consistent with overall goals of watershed stewardship.

West Point Inn lease amendment #2 January 2, 2018 Page 2

REVIEWED BY:	A.S.D Manager/Treasurer		NA	Х
	General Counsel	Х	NA	
	General Manager	Х	NA	

ATTACHMENTS:

- 1. WPIA Letter to MMWD, dated July 5, 2017
- 2. Original West Point Inn Lease, October 15, 1997
- 3. Lease Amendment #1, December 4, 2002
- 4. Proposed Lease Amendment #2



July 5, 2017

Mr. Krishna Kumar, General Manager Marin Municipal Water District 220 Nellen Ave. Corte Madera, CA 94925

Re: West Point Inn Lease Extension

Dear Mr. Kumar,

The West Point Inn Association in accordance with the Lease Agreement between the Marin Municipal Water District (MMWD) and the West Point Inn Association (WPIA) hereby notifies the MMWD of our intent to exercise our fourth five-year extension under that certain Lease Agreement between MMWD and WPIA dated October 15, 1997, as amended. This intent is tendered within the time frame indicated in the Lease, namely between three and six months prior to the expiration of each term of the Lease, which would be January 1, 2018.

For this renewal we request a revision of the current language of Section 6 of the lease to update the description of the water system to reflect the addition of the 8500-gallon HDLPE tank and to indicate that this tank is dedicated to the potable water needs of the Inn and that the 20,000-gallon redwood tank is dedicated to fire-fighting service only. A. premise map is attached

Also, we would like to clarify the meaning of Section 3 (v.) This section currently states that "at least one cabin or room shall be held open to a person who is not a member of the Association ("Non-Association Person") for overnight accommodation at the Inn until 12:00 noon of the day preceding the booking date...."

As we understand the current language, we are required to keep at least one cabin or room unreserved until one day before the end of the booking period. While we do handle "same day" bookings from time to time, the vast majority of our clientele make their bookings at least 30 days before the booking date. This is true for both Association members and non-members. Our preference would be to delete the current Section 3 (v.) language.

Yours truly,

Robert Newcomer, President West Point Inn Association

Attachments: Premises map

LEASE AGREEMENT MARIN MUNICIPAL WATER DISTRICT WEST POINT INN ASSOCIATION

THIS AGREEMENT is made and entered into this _/5th day of ________, 1997, by and between MARIN MUNICIPAL WATER DISTRICT, a California public corporation (hereinafter "District" or "MMWD"), and WEST POINT INN ASSOCIATION (hereinafter "Association" or "Tenant"), a California non-profit corporation.

1. Premises. District does hereby lease to Tenant and Tenant does hereby lease from District those certain premises known as the West Point Inn (hereinafter "Inn" or "Premises"), located on the south slope of Mount Tamalpais, Marin County, California, together with appurtenances thereto including cottages, a water system, water tank, grounds upon which the buildings stand, the right of ingress and egress, and adjacent areas reasonably necessary for the use of the facilities, all to be used by Tenant for the sole purpose of restoring and preserving the historic facilities, utilizing them as a resource for the Bay Area community in general and the Marin County community in particular, and for conducting Tenant's activities upon the terms and conditions provided below.

2. Term; Options to Extend.

- The term of this Lease shall be five (5) years, commencing January 1, 1998, a. and expiring December 31, 2002 (hereinafter "Term"). Tenant has the right to extend the Term four (4) consecutive periods of five (5) years each (the "Extensions(s)"), all upon the same terms, conditions, rights and restrictions incorporated herein providing that each preceding Term or Extension shall have been completed by Tenant in good standing with District. Tenant shall notify District in writing between six (6) months and three (3) months prior to the expiration of each Term or Extension of its intent to exercise its rights for the subsequent Extension. District will notify tenant promptly thereafter (and no later than 120 days prior to the expiration of the Term or Extension in force) if conditions are known which would lead it to prevent Tenant from exercising the subsequent Extension(s), as noted in Paragraph 2(b)., below. In the absence of such notice, District's consent will be presumed, and the Extension will commence automatically upon the expiration of the prior Term or Extension without further required action from either Association or District. These provisions will not supersede notice and cure requirements set forth in the Lease should Tenant fall into default within the aforementioned 120-day notice period.
- b. In the event the District or Tenant modifies or restricts policy regarding public or recreational activities on the District's watershed, or if Tenant is in default as defined in Paragraph 13 herein, the District shall have the right to discontinue subsequent remaining terms of this lease.

3. Use.

- a. Facility Operations. Tenant agrees to operate the facility at its sole expense in a manner that will make the visiting public feel welcome and permit public access, without charge, to the Inns grounds, porch and south entry room, for a minimum of forty (40) hours per week, Tuesday through Sunday, and to the Inn's main room when reasonable. Specific hours and days of operation may be adjusted from time to time with the mutual consent of District and the Association. Tenant also agrees that other facilities and services made available to Association members will be made available on a reasonable basis to the general public for a reasonable charge, and that:
 - i. all charges for public use and sale of meals, refreshments and other materials and services, or changes thereof, are subject to approval by District;
 - ii. a schedule of charges will be posted and maintained during the Lease outside the main building at the Inn;
 - iii. an annual financial statement will be submitted by February 15th of each year the Lease is in force, and that
 - District shall have the right to audit the financial records of Tenant upon thirty (30) days advance notice. Tenant agrees to fully cooperate with District in providing requested information or reports in a timely manner. Any expense for third-parties retained by District for the purpose of conducting such an audit will be borne by Tenant.
- b. Association Membership. Tenant agrees that membership in the Association will be open to the general public on an equitable basis and that:
 - i. all Association meetings shall be accessible and open to the public;
 - ii. all meeting times and locations shall be posted outside the main building at the Inn, published in the Association's newsletter, posted at the District's office, and posted in the public libraries in Marin County incorporated herein in Appendix B;
 - iii. organizational purposes and membership requirements of the Association shall be posted outside the main building at the Inn and maintained during the Lease;
 - special consideration shall be given to encouraging residents of Marin County to become members and directors of the Association to best reflect the concerns of the community surrounding the Inn; and
 - v. at least one cabin or room shall be held open to a person who is not a member of the Association ("Non-Association Person") for overnight

accommodations at the Inn until 12:00 noon of the day preceding the booking date. A reservation placed by or for a Non-Association Person prior to 12:00 noon of the preceding day will be deemed to satisfy the requirement. If no Non-Association Person has reserved a room by the stated time, the room held open may be made available to Association members. Exceptions from time to time may be granted by mutual agreement of the parties.

- vi. use of the Premises shall not be permitted, except for the caretaker of the Inn, when the adjacent lands are closed to public entry because of extreme fire danger or other public health, safety, or welfare reasons.
- vii. the Premises hereby leased is primarily a "hike-in" facility and Association members and others using the Premises shall not be allowed unrestricted access by motor vehicle. A maximum of seven (7) vehicles, including those of the Inn's caretaker, shall be allowed access and parking during normal operation.

exceptions for work parties and group functions may be allowed provided District receives seven (7) days advance notification. All such motor vehicle access to the Inn must be in conformance with requirements of the District and other public agencies controlling the roads. Regarding non-conformance of above requirements, District reserves the right to limit vehicle use to the caretaker and others transporting supplies, and to Association members and non-member persons physically not capable of hiking to the Inn. Tenant agrees to reasonably accommodate physically impaired individuals, both Association members and non-member persons who wish to access the Inn. This includes coordinating access to the Inn by such physically impaired individual's vehicles from the nearest locked gate in accordance with the above requirements, and;

- viii. public or private activities held at the Inn that require a fee higher than those charged by the Association for overnight stay, shall require a Use Permit from the District and obtained by the party or parties responsible for the event or activity.
- 4. Rent. The rental rate (hereinafter "Rent") shall be One Hundred Dollars (\$100.00) per month, the annual total Rent (\$1,200.00) to be paid by Tenant in advance on or before January 1st of each year.
- 5. Compliance with Laws. Tenant shall, at its sole cost and expense, observe and comply with all municipal, state and federal laws, ordinances, rules, regulations or requirements now in force or which may hereafter be in force pertaining to Tenant's use of the Premises. Notwithstanding the preceding sentence, except as otherwise agreed in writing by Tenant and District, Tenant shall not be required to pay for or make any structural changes or capital expenditures in or on the Premises in order

to comply with any law, ordinance, rule, or regulation, unless the charges or expenditures are required for Tenant's particular use of the Premises.

- Otilities Water. Tenant agrees to maintain, at its sole expense, a four inch (4") pipeline to the Premises for fire protection from District's Hummingbird Water Tank, and a minimum of three (3) fire hydrants with appropriate amounts of fire hose in locations on the Premises, as directed by the Marin County Fire Department. Tenant shall have the privilege of using water from said water tank for operation of the Premises, provided that separate piping is maintained to assure that not more than the top five thousand (5,000) gallons can be removed for this purpose from the twenty thousand (20,000) gallon tank. The remaining water is to be used for fire protection purposes or at the District's sole discretion. Further, no overnight use will be permitted, with the exception of the caretaker, unless said fire line, hydrants and hoses are in proper working order. Tenant is also responsible for all requirements related to treating and testing drinking water for patrons or visitors to the Inn.
- 7. Maintenance; Repairs. Tenant acknowledges that it has heretofore been in possession of said Premises and is fully aware of its present state of repair. At Tenant's sole cost and expense, Tenant shall undertake the major maintenance and restoration work necessary to rehabilitate and restore said Premises to a condition as historically authentic as is practicable. Additionally, Tenant shall keep and maintain the Premises and appurtenances and every part thereof, including any new improvements, in sanitary condition and good order and repair at all times, and agrees on the last day of the Term, or sooner termination of this Lease as provided herein, to surrender the Premises to the District except for movable furniture.
- 8. Sublease; Assignment. Tenant shall not assign this Lease nor sublease any portion of the Premises. District reserves the right to assign this Lease and its rights hereunder if the properties upon and surrounding the Inn are sold or leased to another public agency.

9. Tenant's insurance

- a. Liability Insurance. Tenant shall obtain and maintain throughout the term of this lease, insurance acceptable to District in a company or companies with a Best's rating of at least A:VII, and an admitted carrier licensed to do business in the State of California. The Tenant shall have and maintain at all times during the life of this agreement, the following policies of insurance:
 - i. Workers' Compensation Insurance: Workers' Compensation Insurance to cover its employees and shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

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

- Public Liability Insurance: Personal Injury and Property Damage Insurance for all activities of the Tenant arising out of or in connection with this lease, written on a commercial general liability form including the Tenant's protective coverage, blanket contractual coverage, completed operations coverage, and employer's non-ownership liability coverage in an amount no less than \$2,000,000 combined single limit personal injury, including bodily injury, and property damage for each occurrence. Each such policy shall include or be endorsed with the following specific language:
- The Marin Municipal Water District (MMWD) is an additional insured with the Tenant's commercial insurance policies and Tenant's insurance is primary to any insurance carried by District.
- Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written (certified) notice to the additional insured (District).

District reserves the right to require Tenant to increase coverage as reasonably deemed necessary by District. Increases shall not be required more frequently than biannually and shall be preceded by a sixty (60) day prior written notice to Tenant of the required increase. The provisions above may be modified with mutual agreement of the parties, such agreement not to be unreasonably withheld.

- b. Property Damage Insurance. In addition to the above insurance, Tenant shall keep in full force and effect from the inception of this Lease, policies of fire and extended coverage insurance in the amount of at least Four Hundred Fifty Thousand (\$450,000.00), not including contents owned by Tenant, or as otherwise agreed by Tenant and District with respect to the Premises and improvements thereon, and the Association operated by Tenant in which both District and Tenant shall be named as parties covered thereby.
- Certification. Tenant shall furnish District with a certificates of insurance, or other acceptable evidence that the insurance specified above is in force at all times during the Term hereof at the time of execution of this agreement. In the event that such evidence is not furnished within thirty (30) days from the date of the execution of this Lease, District shall obtain said policies and add to the Rent for the Premises a further charge in the amount of the premiums due on said policies. Tenant shall also supply to and leave District a certificate by the insurance company stating that the insurance has been issued and is in good standing, and that said policy shall not be canceled without forty five(45) days prior notice in writing to District.
- Indemnification. Tenant shall indemnify, hold harmless, release and defend MMWD, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs that

may be asserted by any person or entity, including the Tenant, arising out of the negligent acts, errors or omissions, failure to perform or willful misconduct of the Tenant in connection with the activities necessary to perform the services provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of MMWD.

- 11. Damage and Destruction. In the event that less than fifty percent (50%) of the main building of the Inn is damaged by fire or other casualty, this Lease shall be automatically terminated thirty (30) days thereafter unless Tenant, within said thirty (30) days, presents to District written notice of its intent to continue the Lease. If Tenant gives notice of its intent to continue the Lease, District shall as soon as practicable repair or replace the damaged portion of the Premises in keeping with the nature and character of the structure existing prior to the damage event. In the event more than fifty percent (50%) of the main building of the Inn is so damaged, District reserves the right to terminate this Lease. It is District's intent to either repair or replace as soon as possible the Premises with a similar structure having the same architectural style as presently exists. In the event of such damage of fifty percent (50%) or more and if the Lease is terminated by District pursuant to this section, District will provide Tenant the first right to negotiate a lease for the replacement facility under terms similar or equal to those of this Lease.
- Restoration. Tenant is required to perform the work listed on the Progressive 12. Restoration Schedule (hereinafter "Schedule") attached hereto as Exhibit "A" and incorporated herein, subject to required governmental permits and approvals. On or before January 1st of each year, Tenant shall submit to District any requested revisions to said Schedule, together with a description (and evidence, if requested) of work completed during the previous year. Tenant agrees to meet with District during the month of January to discuss the results of the previous year's Schedule, and the Schedule for the ensuing year. Tenant further agrees that no work other than routine maintenance and repairs not requiring governmental permits and approvals will be performed on said Premises until the plans and specifications have first been approved in writing by District, and all required governmental permits and approvals for such work have been obtained. All costs of said Progressive Restoration work shall be borne by Tenant and, except for reasons beyond Tenant's reasonable control, the failure of Tenant to make good faith efforts to perform said Restoration work as scheduled by January 1st of the following year may be considered to be a Default as defined herein.
- 13. Default; Remedies. In the event of a breach of this Lease by Tenant, or of any of the covenants herein contained on the part of Tenant to be kept and performed, District shall notify Tenant in writing stating the nature of the breach, and Tenant shall have the right to cure the breach by commencing to cure within thirty (30) days of receipt of District's notice and diligently working to fully cure the matter until cured. Should the breach continue beyond the period reasonably necessary for cure thereof, District shall have the right to immediately terminate this Lease, re-enter the Premises and remove all persons and property, including all furniture and fixtures within rooms and cabins though excluding personal property of the Association and

its members, at which time all rights of Tenant under this Lease, including the right to possession, shall immediately terminate.

14. Entry by District.

- a. Tenant shall permit District and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises, posting notices or performing other work.
- b. District's Right of Use Paramount. Nothing herein contained shall in any way affect the right of the District to use all the property covered by this Lease in the performance of anything pertaining to the operation of the District with full right of ingress and egress over the same. The District also reserves the right to perform any work on said real property that the District may see fit, at District's sole cost and expense, without being liable to Tenant or its members, guests, or invitees in any way for damage which may be caused, except in case of negligence or misconduct of District, its agents. and employees.
- Arbitration. Any dispute or claim in law or equity between the District and Tenant **15**. arising out of this Lease or any resulting agreement which is not settled through mediation shall be decided by neutral, binding arbitration and not by court action. except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Services, Inc. (JAMS). The selection between AAA and JAMS rules shall be made by the claimant first filing for the arbitration. The parties to an arbitration may agree in writing to use different rules/and or arbitrators. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with the Code of Civil Procedure Section 1283.05. The following matters are excluded from arbitration hereunder: (a) an unlawful detainer action; (b) the filing or enforcement of a mechanics lien; (c) any matter which is within the jurisdiction of a probate or small claims court, and (d) an action for bodily injury or wrongful death, or for latent or patent defects, to which Code of Civil Procedure Section 337.1 or 337.15 applies. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision.
- 16. Attorney's Fees. In any action, arbitration, proceeding or litigation between the parties to enforce any of the terms or conditions of this agreement, the prevailing party shall be entitled to actual court costs and to reasonable Attorney's fees as may be fixed by the court.
- 17. Notices. In the event that either party shall desire to give any notice to the other party relative to the interpretation, performance or termination of this Lease, such notice may be given in writing delivered to such party directly, or it shall be deemed

given at the expiration of ninety-six (96) hours after any such notice shall be placed in the United State's mail in Marin County, California, postage thereon prepaid, registered, or certified, return receipt requested, and addressed to the parties hereto respectively as follows:

If to Tenant:

President
West Point Inn Association
1000 Panoramic Highway
Mill Valley CA 94941

If to District:

Marin Municipal Water District 220 Nellen Avenue Corte Madera CA 94925

or such other address as may from time to time be designated in writing in the manner provided in this Paragraph 17 for giving notices.

18. Time. Time is of the essence.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

MARIN MUNICIPAL WATER DISTRICT	WEST POINT INN ASSOCIATION
19.	11/1/1/1
President, Board of Directors	By: President
20.	
By: Betty J. Bauchan Secretary, Board of Directors	By:Secretary



West Point Inn Association 1000 Panoramic Mill Valley, CA 94941

July 8, 1997

Five Year Maintenance Schedule

1997:
ADA Solar panel for innkeeper \$1,000 Repair and replace roof in kitchen as necessary \$5,000 General maintenance \$9,000 Fire sprinkler system, main building (1996/1997) \$18,000
1998: Reroof (overlay)main building
1999: Structural repair to cabins 3, 4 & 5 Replace shingles on side of main building
2000: Replace shingles on side of main building \$7,500 General maintenance \$14,000 Foundation, Inn & Members lounge \$25,000
2001: Reroof out buildings \$10,000 to \$15,000 General maintenance \$10,000 Plumbing, replace with copper \$20,000

Notes:

- 1. General maintenance includes repairing or replacement and maintenance to:
 Plumbing, water supply, refrigerators, gas lights, tree trimming for fire safety, landscaping, stove repair, general building maintenance & etc. General maintenance for the years 2000 & 2001 will increase as areas needing repair are identified.
- 2. The West Point Inn Association's Board of Directors has approved a budget for the next five years that includes \$45,000 to \$50,000 per year for restoration and maintenance subject our.
- 3. Items for repair may be moved from one year to the next as deemed necessary by the Board of Directors.

EXHIBIT "B"

LIBRARIES REQUIRING POSTING OF WEST POINT INN ASSOCIATION MEETINGS

Reference Librarian Marin Civic Center Library 3501 Civic Center Drive San Rafael, CA 94903

Reference Librarian
Mill Valley Library
375 Throckmorton Avenue
Mill Valley, CA 94941

Reference Librarian Corte Madera Library 707 Meadowsweet Drive Corte Madera, CA 94925

Reference Librarian Fairfax Regional Library 2097 Sir Francis Drake Blvd. Fairfax, CA 94930

Reference Librarian Town of San Anselmo Public Library 110 Tunstead Avenue San Anselmo, CA 94960

Reference Librarian Town of Larkspur Library 400 Magnolia Avenue Larkspur, CA 94939

ADDENDUM TO LEASE AGREEMENT BETWEEN THE MARIN MUNICPAL WATER DISTRICT AND THE WEST POINT INN ASSOCIATION

This Addendum is entered into the _____ day of December 2002 and amends the October 15th 1997 Lease Agreement between the Marin Municipal Water District and the West Point Inn Association ("Lease Agreement").

Section 1 Recitals.

- A. The Marin Municipal Water District ("District") and the West Point Inn Association ("WPIA") hereby mutually agree that it is in both parties' best interest to amend the Lease Agreement as hereinafter set forth.
- B. The parties agree that all of the terms of this Addendum shall be incorporated into to the Lease Agreement as if fully set forth.

Section 2 Water Supply for the West Point Inn

- A. WPIA shall pay the District one hundred dollars per month for the term of the lease to cover the District's Water Quality Department's monthly site visit to the West Point Inn.
- B. The District shall install a new water filter at the appropriate location in the water system for the West Point Inn ("Inn").
- C. The District shall cap all outside sources of water at the Inn after completing the installation of the new water filtration system.
- D. WPIA agrees to discontinue serving water to its visitors from any outside faucets or fountains.

Section 3 Additional Negotiations

If, during the term of the Lease Agreement or the exercise of any option thereto, Federal, State or County health regulations change and require the District to make any modifications to the water system for the Inn, the parties agree to meet and negotiate all of the impacts of those changes, including but not limited to fiscal impacts of those changes.

Section 4 Representation:

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

Section 5. Authorization:

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

Section 6. Binding on Successors:

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

Section 7. Paragraph Headings:

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

Section 8. Governing Law:

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

Section 9. Counterparts:

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

Section 10. Facsimile Signatures:

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

Section 11. No Presumption Re Drafter:

The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

MARIN MUNICIPAL WATER DISTRICT

WEST POINT INN ASSOCIATION

Pamela J. Nicolai, General Manager

David Coffey President

AMENDMENT NO. 2 TO LEASE AGREEMENT BETWEEN THE MARIN MUNICIPAL WATER DISTRICT AND THE WEST POINT INN ASSOCIATION

This amendment is entered into the _____ day of January 2018 and amends the October 15th 1997 Lease Agreement between the Marin Municipal Water District and the West Point Inn Association (Amendment No. 2).

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

Section 1: Recitals.

- A. The Marin Municipal Water District ("District") and the West Point Inn Association ("WPIA") hereby mutually agree that it is in both parties' best interest to amend the 1997 Lease Agreement as hereinafter set forth.
- B. The parties agree that all of the terms of this Amendment No. 2 shall be incorporated into the 1997 Lease Agreement as if fully set forth.

Section 2: Terms.

- A. Amendment to Lease Agreement. This Amendment No. 2 modifies the 1997 Lease Agreement and the 2002 Addendum to Lease collectively "Lease Agreement". Except for the modifications contained herein, all of the terms of the Lease Agreement shall apply.
- B. Section 1 of the Lease Agreement entitled "Premises" is amended to read as follows:

District does hereby lease to Tenant and Tenant does hereby lease from District those certain premises known as the West Point Inn (hereinafter "Inn" or "Premises"), located on the south slope of Mount Tamalpais, Marin County, California, together with appurtenances thereto including cottages, a water system, water tanks, grounds upon which the buildings stand, the right of ingress and egress, garden and solar array, septic tank and leach field, defensible space, and adjacent areas reasonably necessary for the use of the facilities, all to be used by the Tenant for the sole purpose of restoring and preserving the historic facilities, utilizing them as a resource for the Bay Area community in general and the Marin County community in particular, and for conducting Tenant's activities upon the terms and conditions provided below. The picnic area south of the Inn is expressly excluded from the lease and remains District responsibility.

- C. Section 3 of the Lease Agreement entitled "Use", subsection b. "Association Membership" (v) of the Lease Agreement is amended to read as follows:
 - 3. (b) (v) at least one cabin or room shall be held open to a person who is not a member of the Association ("Non-Association Person") for overnight accommodations at the Inn until 12:00 noon of the day preceding the booking date, unless a reservation has been placed by or for a Non-Association Person within any of the 90 days prior to the booking date. Any bookings by a Non-Association Person during that period will be deemed to satisfy the requirement. If no Non-Association Person has reserved a room by the stated time, the room held open may be made available to Association members. Exceptions from time to time may be granted by mutual agreement of the parties.
- D. Section 6 of the Lease Agreement entitled "Utilities Water" is amended to read as follows:

Tenant agrees to maintain, at its sole expense, a four inch (4") pipeline to the Premises for fire protection from the District's Hummingbird Water Tank #1, and a minimum of three (3) fire hydrants with appropriate amounts of fire hose in locations on the Premises, as directed by the Marin County Fire Department. The tenant shall have the privilege of using water from said tank only for fire protection purposes. Further, no overnight use will be permitted, with the exception of the caretaker, unless said fire line, hydrants and hoses are in proper working order. The tenant shall have the privilege of using water from the eight thousand, five hundred (8,500) gallon Hummingbird Tank #2 solely for domestic uses. The tenant is also responsible for all requirements related to treating testing drinking water for patrons or visitors to the Inn.

E. Section 7 of the Lease Agreement entitled "Maintenance: Repairs" is amended as follows:

Tenant acknowledges that it has heretofore been in possession of said Premises and is fully aware of its present state of repair. At Tenant's sole cost and expense, Tenant shall undertake the major maintenance and restoration work necessary to rehabilitate and restore said Premises to a condition as historically authentic as is practicable. Additionally, Tenant shall keep and maintain the Premises and appurtenances and every part thereof, including any new improvements, in sanitary condition and good order and repair at all times, including maintenance and defensible space as approved by the District and defined by local jurisdictions and agrees on the last day of the Term, or sooner termination of this Lease as provided herein, to surrender the Premises to the District except for movable furniture.

Section 3: Counterparts.

This Amendment No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which taken together, shall constitute one instrument.

Section 4: No Presumption Re Drafter.

The Parties acknowledge and agree that the terms and provisions of this Amendment No. 2 have been negotiated and discussed between the Parties and their attorneys, and reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussion, it would be inappropriate to deem any party to be the drafter of this Amendment No. 2, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Amendment No. 2.

MARIN MUNICIPAL WATER DISTRICT	WEST POINT INN ASSOCIATION		
Krishna Kumar, General Manager	Bob Newcomer, President		
 Date	Date		



ITEM No. 7

MEETING DATE: January 2, 2018

MEETING: Board of Directors

STAFF REPORT

Subject: Tamalpais Lands Collaborative (TLC) 2018 Work Plan

SUBMITTED BY: Crystal Yezman, Division Manager, Facilities and Watershed Division

RECOMMENDED ACTION: Approve the Tamalpais Land Collaborative (TLC) 2018 Work Plan

EXECUTIVE SUMMARY:

The TLC Executive Team held a public meeting at the Marin Art and Garden Center on Thursday, October 26, 2017, 10am-3:30pm, where the draft TLC 2018 Work Plan was presented for public comment. The draft plan is presented to the board for approval. The plan acknowledges work that is underway for projects at the Log Cabin, West Peak and Bolinas Ridge and officially launches collaborative efforts for Potrero Meadow and Azalea Hill. New and ongoing efforts within the Community and Conservation Programs are also detailed in the plan.

FISCAL IMPACT:	YES	No X	FISCAL YEAR:	
FISCAL IMPACT NA	RRATIVE:			
N/A				

BACKGROUND:

The TLC 2016 Annual Report and 2018 Work Plan (attached) were presented at a public meeting of the TLC Executive Committee ("Tam Talk") on Thursday, October 26, 2017 10am-3:30pm, at the Marin Art and Garden Center. According to the TLC Memorandum of Understanding the partner agencies agreed to develop a "5 Year List" of projects and programs that are compatible with the purpose and vision of the TLC so as to guide fundraising activities. A comprehensive 5 Year vision document and project and program list for the TLC was approved by the MMWD Board of Directors on November 10, 2014. A revised list of projects was developed in 2017 (attached). In order to provide more discrete accounting of activities and expenditures, agency staff have developed an annual work plan that details project and programs implementation, fundraising, and volunteer engagement. This work plan is reviewed and approved by agency executives and elected boards each year.

The 2018 work plan includes both program and project support. Program support includes the continuation and expansion of the mountain-wide habitat restoration, weed management, citizen science, volunteer stewardship and youth education programs. These programs are integrally linked to, and add capacity to the District's existing program areas. The plan acknowledges work that is underway for projects at the Log Cabin, West Peak and Bolinas Ridge

and officially launches collaborative efforts for Potrero Meadow and Azalea Hill. The work plan includes updating the 5 year strategic plan in 2018. Staff requests the board to approve the TLC 2018 Work Plan and the revised 5 Year List.

STRATEGIC PLAN ALIGNMENT:

The requested actions align with the district's Strategic Plan Goal 4: Environmental Stewardship, Strategy 2 – Increase community engagement in stewardship of Mt. Tamalpais as water and community asset: Objective 1 - Develop projects and programs for the Tamalpais Lands Collaborative and Objective 2 - Increase volunteer and education program capacity through public-private and not-for-profit partnerships.

REVIEWED BY: A.S.D Manager/Treasurer

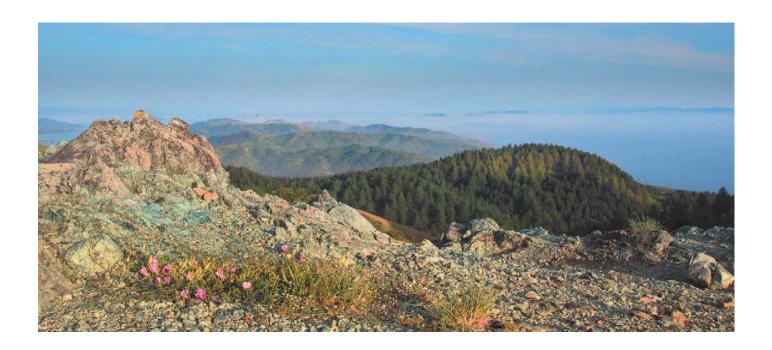
General Counsel
General Manager

NA X NA X X NA

ATTACHMENTS: [IF NONE, STATE NONE]

- 1. TLC 2017 Annual Report
- 2. TLC 2018 Work Plan
- 3. TLC Revised Project and Program List ("5 year List")





WE ARE EXCITED and honored to share with you this third annual report, featuring accomplishments from October 1, 2016 to September 30, 2017 in the areas of projects and programs, awareness and engagement, partnership and collective impact, and philanthropy and investment. This collaborative work is foundational for inspiring and expanding community stewardship to ensure a resilient and healthy Mt. Tam in the future.

We are grateful to our continually growing community of supporters, volunteers, and partners who share our commitment to protecting Mt. Tam. This year's advancements in youth and community programs, volunteer opportunities, new restoration projects, and conservation science are only made possible by their support. We would also like to acknowledge the Tamalpais Lands Collaborative (TLC) agency staff, leaders, and board members—especially the extraordinary Marin community, for believing in our approach to collaborative stewardship of the mountain.

If this is your first introduction to the TLC, we invite you to join us. As you'll see, there are many ways to support and get involved in this groundbreaking work to benefit our beloved Mt. Tam.

Sincerely,

The Tamalpais Lands Collaborative Executive Team



EXECUTIVE TEAM

MAX KORTEN

Director and General Manager Marin County Parks and Marin County Open Space District

U marllizudin KRISHNA KUMAR

General Manager Marin Municipal Water District

CICELY MULDOON Acting General Superintendent Golden Gate National Recreation Area National Park Service

GREG MOORE President & CEO

Golden Gate National Parks Conservancy

Vustile VINCENT ANIBALE Acting General Superintendent California State Parks Bay Area District

PROJECTS & PROGRAMS

In completing our third year's work, we have sustained invaluable program offerings for youth, expanded volunteer opportunities and ways for the community to engage with our work, and initiated new conservation science efforts across the mountain. Together, One Tam and agency staff have:

EDUCATION & ENGAGEMENT

SUSTAINED the LINC (Linking Individuals to their Natural Community) high school summer program, in which 17 local youth work with TLC partners to learn resource conservation and trail maintenance, conduct field research, and increase team-building and job skills. LINC students this year also participated in collecting data for a UC Davis Resilient Forest study.

FACILITATED 37 hands-on Trout in the Classroom programs, serving a total of 1,716 students and 490 adults.

EXPANDED the One Tam Roving Ranger program, in which a mobile trailhead and education hub appeared at 43 community events throughout Marin to share information about Mt. Tam and raise awareness of TLC activities, while training staff from all five partners.

LED 20 hikes on the mountain for One Tam members to engage with staff and learn more about Mt. Tam's natural and cultural resources.

HOSTED "Chico State Alternative Spring Break" in which students spent four days on the mountain participating in service work, naturalist hikes, and interactive lectures on collaborative land management, stewardship programming, and the history of Mt. Tam.

LAUNCHED a park pass program in partnership with Marin libraries to increase access for all community members to parks.

VOLUNTEER STEWARDSHIP & COMMUNITY SCIENCE

HOSTED three mountain-wide One Tam volunteer work day celebrations: Mt. Tam Day of Thanks, Hands On Tam Winter Work Day, and Mt. Tam Earth Day.

MAINTAINED and restored trails in the Redwood Creek Watershed, Bill Williams Trail Complex, and Dias Ridge through community participation in more than 28 volunteer work days.

RESTORED habitat during 41 community work days at priority sites, involving volunteers in stewardship on the mountain.

EXPANDED the One Tam Wildlife Picture Index Project to southern Marin with an additional array of 80 cameras in the Redwood Creek Watershed (new data coming late 2017).

CATALOGUED more than 700,000 photos taken by 100 remotesensing cameras for the One Tam Wildlife Picture Index Project, to better understand mammal populations over time on our public lands.

TRAINED 237 volunteer community scientists, interns, students, and staff members to maintain wildlife cameras and process photos.

CONSERVATION

ORGANIZED three bioblitzes, which engaged 67 community members in documenting plant and animal species on the mountain.

EXTENDED the Early Detection Rapid Response weed management program to map and manage invasive weeds that are either new to the mountain or found in new locations; surveyed over 80 miles of roads, trails, and riparian corridors.

TREATED 56 patches of Tam's highest priority invasive weeds, which currently have limited distributions across the mountain and Marin County.

LED grassland assessments to fill data gaps identified in the *Measuring* the *Health of a Mountain* report; surveyed 28 stands of grassland habitat using the California Native Plant Society relevé protocol.

EXTENDED a serpentine endemic occupancy project, a rare plant monitoring methodology, to additional partner lands comprising surveys at 25 serpentine barrens.

FURTHERED development of the Calflora Database to improve collaborative workflows, reporting, and data sharing.

DEVELOPED a cloud-based One Tam Wildlife Picture Index database in partnership with Conservation International, to make results from the project more accessible to the public, and to extend volunteer image cataloguing opportunities.

HIGHLIGHTS











PROJECTS

CONTINUED the West Peak Restoration Alternatives Assessment and related community engagement, including educational hikes and a second full-day workshop with the summer LINC interns.

INITIATED a site inventory and analysis to understand opportunities and constraints for ecosystem restoration and improved visitor experience at Roy's Redwoods, a treasured old-growth redwood grove.

WEST PEAK RESTORATION ALTERNATIVES ASSESSMENT

A capstone project for the TLC, Mt. Tam's western peak is the subject of a new restoration effort initiated this year. The top of the peak was removed in 1950 during the height of the Cold War to build the Mill Valley Air Force Station, now defunct. This project is the first step in understanding the methods and extent of possible restoration of West Peak, and involves both developing and assessing potential alternatives. The study is engaging a range of stakeholders in developing options that represent ecological needs, community input, and technical constraints. The study will culminate in late 2017, when restoration possibilities will be introduced at the MMWD Watershed Committee and other forums to gather additional community input.

FILLING IMPORTANT DATA GAPS

To build our knowledge base, inform stewardship, and measure resiliency, in 2016 The TLC convened 60 scientists from the five TLC partners and the regional scientific community in a nine-month effort to answer the question:

"Is Mt. Tam at peak health?" This effort and resulting report, Measuring the Health of a Mountain: A Report on Mount Tamalpais' Natural Resources, was the first of its kind, and focused on identifying key health indicators (plant and animal species, and natural communities) and understanding their relative health through available data.

An important outcome of that effort was identifying gaps in available information about key resources on the mountain. This year, projects were initiated to address three priority data gaps: inventories of Mt. Tam's pollinators (principally bees), bats, and seeps and springs. Results from these projects will be shared over the coming year as data is collected from the field and analyzed, and will inform how agencies manage these resources in the future.

MT. TAM SCIENCE SUMMIT

Findings from the Mt. Tam natural resources assessment were presented at the first-ever One Tam Science Summit in October 2016. The two-day public event drew over 300 agency staff, scientists, community organizations, students, and interested community members to learn about the status of Mt. Tam's natural resources. It was a rare opportunity for attendees to meet and discuss what we know—and what we don't yet know—about the health of the mountain, and offer opportunities for community involvement. Learn more and download the technical report at onetam.org/peak-health.

















AWARENESS & ENGAGEMENT



Over the last three years we have worked in partnership with a growing network of community stakeholders to raise awareness and support toward the long-term care of Mt. Tam. Our conversations are now shifting to opportunities and pathways for active participation. To continue growing our community of volunteers and supporters, we have:

PRESENTED at 47 conferences, community groups, and other forums to introduce One Tam, answer questions, gain insights from others, and share our focus.

PARTICIPATED in 45 local events where we introduced more than 8,600 community members to our work and ways to get involved.

ENGAGED a total of 14,948 community members by attending community events, leading educational and member hikes, delivering presentations, and hosting special events.

REACHED 2,337 community members through our monthly e-newsletter, an increase of over 200% from last year.

HOSTED "Mt. Tam: Inspiration for Action and Art" in partnership with the California Alpine Club, to showcase the work of several local artists and increase awareness of the need and opportunities for restoring West Peak.

PARTNERED with the Marin-based BayWood Artists organization to coordinate a public art sale of original works in support of One Tam.

INCREASED our membership by 385%, showing the effectiveness of the One Tam initiative, and the growth in visibility and community support of the TLC's work.

CONTINUED developing the One Tam Community Ambassador Program, which trains community volunteers to expand One Tam's outreach capacity and support by creating specialized working groups around specific outreach needs, such as working with our business community, local schools, and interested donors.

HELD the second Tam Talk, an interactive dialogue between interested members of the public and TLC leadership about our first year of accomplishments, and plans for the year ahead.

ORGANIZED the Mt. Tam Science Summit, bringing together scientists, agency staff, conservation organizations, community members, and students for a two-day symposium sharing the findings of our study on the health of Mt. Tam's natural resources.

ONE TAM BUSINESS CLUB

Mt. Tam makes Marin a community unlike any other. To help sustain the mountain for future generations to enjoy, One Tam seeks to partner with local business leaders who recognize its value to the community, and share our value of stewardship. The One Tam Business Club offers a variety of ways that businesses can contribute to our work to protect the mountain and engage the community in stewardship.

HIGHLIGHTS









ATTENDED

STAFFING



uth and Community Programs Manager

trail rehabilitation.



Restoration and Community Science Program Manager



PARTNERSHIP & COLLECTIVE IMPACT

interaction among TLC partners has more than doubled, as has the level of integrated activities. The recently published 3rd Case Study the five partners' work and way to accomplish shared goals on the mountain. The burgeoning strength of our partnership is demonnumber of partner staff regularly involved in the work of the TLC revealed that partner staff frequently experienced enhanced job strated in a number of ways. For example, from 2015 to 2017, the doubled. An independent long-term study also found that daily satisfaction as a direct result of participation in the TLC.

tegic partnership has produced on-the-ground results. For example, enjoy it into the future. In the simplest terms, we could not do alone for Mt. Tam what we are able to do together—our intentional, stra-Everything the TLC undertakes supports a collective stewardship vision for the mountain, its health, and the community's ability to this year our partnership has: INITIATED two new studies for restoration projects at sites identified as agency priorities: Roy's Redwoods and West Peak.

REACHED 2,337 community members through our monthly e-newsletter, an increase of over 200% over last year. HOSTED "Mt. Tam: Inspiration for Action and Art" in partnership local artists and increase awareness of the need and opportunities with the California Alpine Club, to showcase the work of several for restoring West Peak.

PARTNERED with the Marin-based BayWood Artists organization to coordinate a public art sale of original works in support of



TLC partners and staffengaging with the community at an awareness building event for the West Peak restoration project.

ong-term stewardship of Mt. Tam. And for the public The TLC has exceeded my expectations. To me, the humongous success is that the five partners are all working together towards the same big goal -the to see and think about the mountain as One Tam.

Agency staff

SCALING UP THE COLLABORATIVE STEWARDSHIP CONVERSATION

an emerging group dedicated to advancing collaborative land and promote innovation among land stewardship practitioners This year the TLC became one of six founding members of stewardship, known for now as the California Land Stewardand colleagues. This new network held its first convening in tools, build relationships, meet discrete collective priorities, ship Network. The purpose is to facilitate exchange, share

June 2016. Representatives from the TLC will take part in the value and need for supporting and scaling collaborative land stewardship—and elevate this conversation to the statewide networks." This is inspired by a vision to create a community formation and concrete outcomes of this new "network of of practice that could guide the conversation around the and national level.

directly fund educational and volunteer programs, restoration and conservation work, and special projects on the mountain. PHILANTHROPY & INVESTMENT dany thanks to our One Tam members and contributors who have sustained One Tam in its third year. Your donations directly fund educational and volunteer programs, restoration and conservation work, and special projects on the mount

To find out how you can give, contact Matt Leffert, Director of Philanthropic Programs, at mleffert@parksconservancy.org.

ONE TAM CONTRIBUTIONS October 1, 2016 - September 30, 2017

Donald and Marianne Bradley

Steyer and Kathryn Taylor on Beach County Water

Julian Brandes Paul and Ann Brenner Peter Brock Linda J. Brown Ted and Beverly Brown

\$10,000 AND ABOVE	Tom Steyer and Kathryn Taylo
BayWood Artists	Stinson Beach County Water
S. D. Bechtel Jr. Foundation	District
California Alpine Club	Marjorie Swig
Hanford ARC	Trillium Asset Management
Janice and Matthew Barger	Jessica Verrilli
Randi and Bob Fisher	Julia Violich
Colin and Anne Lind	Christopher and Juli Ridley
Jeff McKay	Cristina Wadsworth
Marin Community Foundation	Kristina Wallender
REI	Wells Fargo Foundation
The Smart Family Foundation	Debra L. Wetherby
Arlin Weinberger	
	GIFTS \$100 TO \$999

Betty Lou Ahlman Lisa and Joseph Allanson Salley Allen Christopher Allis

\$1,000 - \$9,999 AECOM Technology

David and Susann Calkins Ellen Callaway Michelle Campbell Robert and Sandra Camellini

ue and Don Burrell

erry Brumbaugh

Susan Bumps Michael Burke

Peter and Mimi Buckley
California Native Plant Society,
Main Chapter
Jarine Dowsett
Jarine Dowsett
First Community Bank
Phylis Faber
The Fred Gellent Family Suzanne Badenhoop and Guy Lampard Nancy Wind Benjamin Genevieve and Andrew Biggs Corporation Kurt and Lainey Altvater

Wesley Allred Julia H. Althoff Granford W. F. Andrews

Anonymous

Foundation Garcia and Associates Mark Grace and Steve Jensen Virginia and Glenn Haldaen Alan and Gladys Hoefer Vince and Amanda Hoenigmar he Humanist Fund Heath Ceramics Muriel Harris

Anne Baele Randy Bainbridge Kerry Barlas Larry Barone and Alison

arlBaeck

Marin Conservation League Marin County Arborists William and Diane Mayers Meadow Club Gail and Robert Meave Emily and Steve Janowsky Mr. and Mrs. Stephen T. Joy Nancy and Bryan Kermitzer

Carolyn Biasotti Craig Bicknell Judith Taney Bishop

ısan E. Blair

Seorge Breed

Linda Berg Srian Bettini

Robert and Berit Block Suzanne Blue Margaret Lee Blunt Shira Friedman and Sausalito Woman's Club Sing for America Foundation Bob and Betsy Stafford Monica and Scot Stafford Naomi Porat John and Lisa Pritzker Bruce Raabe and Sara Wardell-Smith

Michael Bogart Herb and Ann Bool Caroline Booth Barbara Boucke

ames and Leslie Eichenberger Jancy Elenberger and Dennis Jacob Darby Judith and Leonhard Dawainis Frank and Diane Doodha William Dorsett and Diane Christin Coy Anne and Martin Coyne Gretchen V. Dakin Son and Yelena Danziger Stephanie DiMarco and Jim Harleen Youg and Kathrin Dossey Aary and William Duff . Crawford Cooley Kirsty Ellis Timothy Emanuels Jan Etre Anna Everest Mary Chapman Scott Clark Stephen C. Clark Gary Cohen Charlene Duncan ynne Carmichael Jan K. Crockett lona B. Dennis rian Crawford Vancy Curran Paul da Silva Jon Dodelson Carl Duisberg Jan Coleman cott-Dorsett aurie Dumell my Dickie 3ob Cohn Soldstein Emily Auchard
Naomi Auerbach and Ted Landau
Steven V. Bacon rian Ashe and Cynthia Rigatti Taggart-Barone Catherine N. Batteer Frederick Baurmer Nancy Hellman Bechtle and on Beller and Jennifer Moses atrick and Maria Bennett

Ann Becker Stephen Beecroft John and Julia Begley

achim Bechtle

Vail and Carol Miller Mia Monroe and Stephan Meyer

leff and Kerry Meyer

Ralph Mihan

Michael Metzner Susan J. Meyer

eland Mellen

Sally Meier

Richard Morrison Scott and Michelle Moyer Caitlin Mullins

ence E. Mulryan

Bruce Munro Marguerite Murphy Ruth and Steve Nash Frances S. Nelson

fartha Nelson

lancy and Bill Newmeyer ssa and Wendel Nicolaus

ay and Mark Noguchi

Carrie Morgan Scott and Wendy Morgan

Diane P. Moore Minchen Moore

Niall Kennedy Janet Keyes and David Hubbel Kim and John Kieckhefer nthony Leuin and Jean Bertrand Erin C. Kruse Joyd Kurzweil and Ann English Catherine Lee and Jane Singer Mark M. and Nancy Jacobs Dan and Noelle Janney July and Ryan Johnson Mr. and Mrs. Stephen T. Joy Diane Kallet Julie Kastrup and David Hill Harriet and Thomas Kostic Martin and Pamela Krasney fary Ann and Eric Hogan berena Hong John T. and Hilary E. Hood Miriam Leffert Jack and Alice Leibman Alison LeRoy Sarbara Holmes and Tony William Kissinger Stuart and Alicia Klapp Mark and Susan Kleidon Sandy Houck James W. Hutchinson Joyce Johnston Bill and Kay Jones Michael Joseph and ill and Tyler Johnson Julie Knox Tomoko Komada fichael Lampen usan Holloway Zachary Holmes William Holmes Aarti Baroody teve Kaufman Carol Kimball ohn J. Keeley eter Langois avid Larson anet Klein ay Lalezari nan Grossman and Susanne Tilp mo Gunzerodt and Samaporn Peter Fisher and Andrea Hedin Allan Flach Mark and Molly Gamble Sue Gardner and Sharon Farrell Vancy Gibbs and Thomas Ball riet Guberman tthew and Julie Guggernos Carol and Thomas Ferenchak Mark and Tracy Ferron Warren and Roberta Gold Leigh Goldberg Peter Goldstein and Mark Forney David and Manlyn Forrest Carolyn Friedman Elizabeth and Bruce Friend Richard and Luisana Gale ynthia Hart /illiam and BettyHasler Shaophuan Say and Mandy Haas John Farrell William Webb Farrer Susan Faust Stephen Forgac and Ingrid Raulinaitis Joel and Victoria Falk Aonica Sembler lichelle Groleau neth S. Hirsch ndy Guldman Mitchell Green Sallie Griffith Mary Gibson John Godsey aul Grace

Pamela A. Martori Andrew and Ann Mathieson George McClurrey and Chris Adessa Meghan and John McCornick John and Pam McCosker Ed and Bersy McClemott Patrick McNemey

ristina Stone inda Turney David Penny and Jennifer Johnston Richard Petersiem Deborah and Michael Piattelli Kim and Vic Rago Sanjay Reddy and Saritha Desai The Redwoods Community Richard Reed
Charles Rech
William F. Rich
Janey and Weston Richardson
Heidi Richardson and
Michael Dyett
Danielle Rinck Anna and Carlos Nogueiro Frank B. and Lois A. Noonan John and Tracy Novick Mark and Stephanie Robinson Ron Oliveira
Aaron and Kathleen Olsen
Haden Ongaro
Jennifer Oreilly
Lorne and Ilona Parker Jerome and Sandra Rossen Roth/LaMotte Landscape Audrey Pulis Ned and Ellin Purdom Michelle and John Quinn Iris Saligman Thomas and Jill Sampson Christine Sansom Kevin Scheer ospect Hill Foundation Veil and Nancy Olcott onstance Prodromou Eduardo W. Oliveira Margaret Partlow Catharine Pearsall Sarbara Robben Carol Pogash Cheryl Pole Ann Pierson of Seniors

Jeffrey and Susan Scholsser Patricia Schumacher Dan Schwab and Diann Grimm ohn and Mary Catherine Siebel Matthew Stone Irene Strahm Emily Strasburg William and Suzanne Strauss Patrick Scott and Susan Kraft Farhad Taleghani Fred W. Taylor William L. Teufel Ronald and Alice Theisen Sanna Thomas .. William Stevens ettina and Payton Stiewe Dierdre Stull Michelle Sullivan G.T. and Bryce Sumner Richard G. Torney Herb and Nancy Tully Serdar Tumgoren Jeffrey Schneider Richard Schneider ristin Von Eschen san Schneider effeory Toreson Marc Schwartz ank H. Valone obby Stafford

Nancy and Russ Wright Dennis Wulkan Victor and Marie-Helene Yalom

Arrie and Trey MacPhee David and Bonnie MacKenzie Charles and Rose Maher Phillip Mahoney Anne Maillard

Marin Garden Club Hilary Martin

Greg Maple

avid Martin

Sockwell and Anita Lowe Sabine and Philippe Lyko Joan and Steve Lynch

Marvin M. Lundwall

Jim and Pam Lloyd Barbara Lombardi

acqueline Littman

Arthur & Stephanie Young Kimberly M. Young Sarvenaz Zand

Angie You

Carolyn and Lawrence Zaroff

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dam Wilner and Marta Bensen

Steven Wolfe Timothy Wood Eric Woodhouse

Cynthia Whitehead Allen M. Williams

Selinda White

ei Ann and Brad Wemer Lisa and Peter Westley Karen Whitaker

ion's Club of Corte Madera

Ana Levaggi Edmund C. Levin

Natural Honey Nicasio Valley Cheese Company Nugget Markets Marshalls Farm Muir Woods Trading Company Good Earth Natural Foods Health Ade Kombucha Heidrun Meadery nemory of Rosemary Am Sam Janowsky I memory of Ron Mardigar ONE TAM GIFTS IN MEMORY OF: 1 Emily, Steve, Nick and IN KIND DONATIONS Fort Point Beer Company Golden State Cider Tamalpaie Pizza Three Twins Ice Cream Wine Warehouse from Sandra J. Mardigan weet Things Bakery Redwood Hill Farm Red Whale Coffee ammit Marin Hint Water Neal Toft Gary Topper and Tom Herington Mark Valentine Janet and Jean-Michel Vallette Jorgen Vos Mary S. Wagstaff Brooks and Summer Walker

HIGHLIGHTS



CORPORATE GRANTS/GIFTS RECEIVED





INDIVIDUAL DONATIONS MADE



THANK YOU, MARIN COUNTY VOTERS!



The open spaces on Mt. Tam are a mosaic of interlocking protected areas managed by four public agencies: the Marin Municipal Water District, National Park Service, California State Parks, and Marin County Parks and Open Space District. The TLC brings together these four agencies and the nonprofit Golden Gate National Parks Conservancy to support the long-term stewardship of Mt. Tam. The area of focus pictured here represents an expansion of the partnership's previous boundary, as additional projects of collective benefit were identified this year.

TAMALPAIS LANDS COLLABORATIVE











Cover photo: Justin Scott



DRAFT 2018 WORK PLAN FOR ONE TAM INITIATIVE

The following programs and projects are under consideration by the TLC in 2018 to improve the health of the mountain, enrich the experiences of its visitors, and cultivate and educate a new generation of stewards. They build from, and sustain successful 2017 work, and will be implemented as funding becomes available. Projects reflect partner agency priorities, and will include all necessary agency permitting, compliance, and community engagement and public review. Each adds capacity to existing partner programs and collectively increases the mountain-wide reach and impact. For more information, including the proposed 2018 TLC Approach to Community Engagement, please visit: www.onetam.org.

Community & Conservation Programs

<u>Volunteer Stewardship</u> programs engage youth and volunteers in service-based habitat restoration, monitoring and trails projects.

- Lead 82 volunteer stewardship workdays for restoration and trail maintenance projects
- Join agency staff in leading approximately 20 volunteer stewardship workdays for restoration and trail maintenance projects
- Increase site-specific stewardship at volunteer work sites through monthly staff and intern follow-up work days
- Conduct a total of 4 Bioblitzes on MCP, NPS and/ or State Parks lands

<u>Community (Citizen) Science</u> programs authentically engage volunteers and youth in science-based research inventory and monitoring projects.

- Lead 38 community science program events
- Launch One Tam interactive website for cloud-based wildlife image cataloguing, image display, and sharing real-time analytics for the Wildlife Picture Index Project (WPIP)
- Analyze results from Phase One of the WPIP in the Lagunitas Creek Watershed, and sustain Phase Two image cataloguing in the Redwood Creek Watershed
- Integrate Phases One and Two into one comprehensive mountain-wide WPI program
- Train volunteers to catalog wildlife photos remotely using the interactive WPIP website
- Recruit and train 85 volunteers and 120 students, and sustain five community and academic partnerships to support WPIP cataloguing
- Double volunteer participation in wildlife camera project fieldwork
- Develop and pilot a high school (or middle school) science program to build awareness about Mt. Tam's wildlife
- Initiate the development of WPIP HS curriculum in partnership with Marin County Schools Superintendent's office
- Support the monitoring of re-introduced Western pond turtles in the Redwood Creek Watershed
- Support communication and outreach with Coho Jumpstart program.
- Initiate an assessment of existing agency community science, and inventory and monitoring programs to determine which could be supported by the One Tam Community Science Program

<u>Conservation Management</u> work strategically advances weed control, habitat restoration, ecological monitoring and sustainable practices at a mountain-wide scale.

- Evaluate and analyze 2017 early detection, grassland and rare plant monitoring results
- Hire and train 2 One Tam Conservation Management Team 6-mos Seasonal staff to perform field work mountain wide
- Continue mountain-wide rare plant monitoring program, and weed treatment and rapid response programs
- Expand support to help inventory an additional 25% of Mt Tam's priority weeds, treating all new detections
- Assess the feasibility of expanding the EDRR program to adjacent lands, specifically Samuel P. Taylor State Park.
- Sustain joint NPS-State Parks vegetation management program throughout the Redwood Creek Watershed
- Improve data sharing, storage and analysis with further software development with Calflora Database; provide technical support to other Ca. State Parks
- Document protocols for early detection and serpentine endemic occupancy project

<u>Youth, Engagement & Community Programs</u> provide educational, service-based, and career development opportunities for local youth, plus outreach, interpretive and naturalist programs for interested community members.

- Deliver 40 education, naturalist, community building events, and field trips to raise awareness and build stewardship
- Lead One Tam LINC (*Linking Individuals with Natural Communities*) program and provide advanced summer internships for 2015, 2016, & 17 LINC youth participants,
- Assess new vocation training program opportunities, pilot and evaluate through LINC and other youth development programs
- Coordinate and support youth and school participation in the Trout in the Classroom program
- Strengthen partnerships with 11 community organizations to engage youth in stewardship programs
- Lead, administer and evaluate 3 mountain-wide multi-agency volunteer days
- Strengthen One Tam Roving Ranger program, to include onboarding one additional staff member dedicated to outreach and community engagement, developing climate change programming, as well as participating in 40 events and activities in support of TLC partners
- Facilitate 10 naturalist walks involving multiple TLC partners, to include delivering programs in Spanish.
- Provide 45 presentations and outreach at local community events, meetings and trailheads.
- Increase College of Marin participation in Academic Internship Program
- Organize multi-agency volunteer tracking and event coordination through web portal on www.onetam.org and the Hands-on-Connect database to streamline volunteer registration and statistics analysis
- Support One Tam Backpack Program in partnership with Marin County libraries and Community Centers to facilitate equitable access

<u>One Tam Wildlife Symposium & Measuring the Health of the Mountain:</u> A Report of Mt. Tamalpais' Natural Resources (2016)

• Host a 1-day Wild Side of Tam Symposium(Oct 26, 2017)

- Plan a 1-day Symposium for fall 2018 topic to be determined
- Publish 2 articles/papers on the findings from the *Measuring the Health of the Mountain* findings
- Maintain the information in How Healthy is Mt Tam? An Interactive Web Tool

<u>Large-Scale Inventories</u> provide a comprehensive, big-picture view of the mountain's resources will allow managers to prioritize restoration and protection efforts and allocate resources in new ways.

- Complete initial seeps and springs inventory work; assess feasibility and capacity to expand to southern Redwood Creek Watershed
- Complete pilot pollinator study
- Complete Phase 1 and initiate Phase 2 of the bat inventory, to include radio telemetry and maternity/roosting colony assessment
- Initiate fundraising and planning for a mountain-wide (possibly County-wide) vegetation map

<u>Initiate TLC Five Year Strategy Development (2019-2023)</u> to guide the TLC's goals and outcomes for the next five years.

- Review and evaluate 2014-2018 goals and outcomes
- Prepare draft goals, outcomes and identify potential programs and projects for implementation
- Initiate outreach and community engagement to solicit feedback
- Prepare draft Strategy

<u>Complete Longitudinal TLC Partnership Research</u> to include publishing a report and articles on the *Value, Impact & Benefit of Land Stewardship Partnerships*.

- Publish the final report on the findings from long-term study
- Deliver presentations on the findings of the final report
- Prepare academic and practitioner articles for local and national publications

Proposed Projects¹

TLC Projects are arrayed in the three themes below – Wetlands & Waterways; Legacy Projects; and Signature Trail Corridors. The following projects, specifically the associated bulleted actions are proposed for implementation in 2018.

Wetlands & Waterways

Redwood Creek Juvenile Coho Habitat Restoration - This project within will remove a portion of the rock riprap, allowing the creek to form natural habitat features so desperately needed for juvenile salmon survival. Rock removal will be targeted to maximize habitat benefits, protect sensitive resources, and avoid impacts to nearby trails.

• Continue fundraising for Phases 1 & 2

¹ Potential Projects are contingent on complete project-specific grant/foundation/agency funding and will only be implemented if funds are available & with appropriate board approval of agency budgets. Projects may be implemented by the Parks Conservancy and/or by agency partners. Projects either are, or will be further described on www.onetam.org.

- Provide communications support, facilitate community engagement and webpage development
- Initiate Phase 1 restoration

Bothin Marsh - Threatened by rising seas and strong waves caused by climate change, Bothin's shoreline is in danger of eroding and the marsh may convert to mudflats or become submerged. This project advances early planning necessary to address sea-level rise.

- Develop a working group and interdisciplinary team to support sea-level rise vision planning
- Initiate site analysis and community engagement through a series of interactive workshops
- Provide fund raising support
- Develop a vision document for the protection of natural resources, recreation and infrastructure in response to climate change and SLR that would include short and long-term adaption measures, nature-based solutions, and pilot projects.

North End Wetland Enhancement and Sea Level Rise Adaptation Project at Bolinas Lagoon - restores critical wetland habitats and reconnect the lagoon to its upland creeks, benefiting numerous wildlife species, reducing flooding on local roads, and allowing the lagoon to shift and expand with storms and sea level rise.

• Increase community engagement and explore fundraising to support future implementation

Legacy Projects

West Peak – This project assesses the methods and extent of possible restoration of West Peak, and involves both developing and assessing potential alternatives. The study is engaging a range of stakeholders in developing options that represent ecological needs, community input, and technical constraints.

- Utilize technical studies to develop a range of restoration alternatives; share with the District Board and community for review
- Refine alternatives into a preferred project alternative based on Board and community input
- Continue to facilitate outreach and community engagement, working closely with the MMWD and community to build project interest and support.
- Increase fundraising

Log Cabin at Phoenix Lake - The storied and picturesque Log Cabin stands proudly above the shores of Phoenix Lake on Marin Municipal Water District's Mt. Tamalpais Watershed. This project offers an opportunity to save a rich cultural resource while also providing important environmental educational and volunteer service opportunities for Marin students, residents and visitors.

- Continue to assess fundraising feasibility
- Seek alternative rehabilitation support through agency and private in-kind programs

Forest Health & Resiliency - First seen in Marin County in the mid-1990s, Sudden Oak Death (SOD) has resulted in the death of millions of oak and tanoak trees in California and Oregon. This project will examine how different forestry practices affect carbon sequestration, water yield, and reforestation potential in SOD-infested areas.

- Seek funding in partnership with U.C. Davis for science-based pilot project assessment and revegetation
- Integrate community science opportunities for science-based activities, to include LINC involvement
- Provide propagation and revegetation support

Roy's Redwoods – Restoration & Sustainable Access - Long loved by the San Geronimo Valley community, Roy's Redwoods Opens Space Preserve offers visitors an immersive experience in an old growth redwood grove. This project will develop conceptual enhancement alternatives for the redwood grove and surrounding environs that maximize resource enhancement and protection opportunities, as well as ensure an engaging and sustainable visitor experience.

- Host third workshop, focused on sharing site inventory and analysis with a broad community of park users
- Complete visitor use survey; integrate findings into final site analysis report

Potrero Meadow Restoration – The health of this once-vibrant wetland has declined due to the spread of weeds, wear and tear from visitation, and poorly placed roads and trails that cut through the meadow, changing its hydrology and increasing erosion, sedimentation, and maintenance costs. The long-term goals of this project include revitalizing this unique wet meadow habitat and associated rare flora, reducing the footprint of the road, and re-aligning existing trails so that they circumnavigate the wetland, creating new vistas and areas for reflection.

- Initiate preliminary planning, scoping, cost development
- Develop an approach for future implementation, to include sequencing and project management
- Explore fundability and fundraising opportunities
- Assess approach for revegetation
- Provide communications support, facilitate community engagement, site walks and webpage development

Dipsea Bridge and Trail, and Deer Park Fire Road – The braided alignment of the storied and much-loved Dipsea Trail and Deer Park Fire Road weave in and out of Mt Tamalpais State Park and Muir Woods National Monument. This project will partially restore the natural drainage patterns throughout the trail corridor, reducing the sediment flowing into Redwood Creek as well as creating safe and sustainable trail alignments to protect natural resources and visitor access well into the future. It includes the installation of the Dipsea Bridge over Redwood Creek, which is tentatively scheduled for 2019-20.

- Continue Dipsea Trail tread and stone work improvements west of the Redwood Creek crossing
- Initiate Dipsea Bridge schematic design work, fundraising and community engagement

Signature Trail Corridor Projects

Redwood Creek Trail Re-alignment – The Redwood Creek Trail stretches between Muir Woods and Muir Beach. The proposed trail project, with 1.1 miles of realignment and two new bridges over the stream, will provide passage for horses and pedestrians and protect the creek and its inhabitants.

- Complete planning and compliance
- Initiate fundraising for Phase 1
- Replace washed out bridge

Azalea Hill - Rising above the shores of Alpine Lake, Azalea Hill's unique geology shelters many rare and sensitive plant species, and provides a critical recreational link between the popular Sky Oaks Ranger Station area and the more remote Pine Mountain and Carson Falls. This project will improve or remove the old roads and unofficial trails to reduce erosion and habitat fragmentation and improve the experiences of trail users. It will further protect and restore sensitive serpentine barrens and grasslands to improve rare plant habitat.

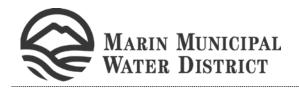
- Continue planning and environmental compliance (MMWD)
- Provide communications support, facilitate community engagement, site walks and webpage development
- Explore fundability and fundraising opportunities

Wayfinding/Signage - This project supports assessments, design, fabrication, and installation activities needed to realize a comprehensive signage system that provides the public a safer and more enjoyable visit.

- Continue to complete State Parks signage program; designing and installing remaining signs
- Design and fabricate a replacement kiosk and signage at Rock Springs

Eligible Tamalpais Lands Collaborative Programs and Projects

PROGRAM	THEME	TLC AGENCY LEAD	UNDERWAY	2018 ADDITIONS
Community Stewardship	Community & Conservation	ALL	Х	
Conservation Management	Community & Conservation	ALL	X	
Internships	Community & Conservation	ALL	X	
Large-scale Inventories & Monitoring	Community & Conservation	ALL	Х	
One Tam Symposia, Workshops, & Conferences	Community & Conservation	ALL	Х	
PROJECT	ТНЕМЕ	TLC AGENCY LEAD	UNDERWAY	2018 ADDITIONS
Azalea Hill Trail Restoration	Signature Trail Corridor	MMWD		X
Cataract Trail Restoration	Signature Trail Corridor	MMWD		
Community Trailheads & Roving Ranger	Signature Trail Corridor	ALL	Х	
Deer Park Trail	Signature Trail Corridor	MMWD		
Dipsea Bridge & Trail, and Deer Park Fire Road Rehabilitation	Legacy Project	NPS & CDPR		Х
Forest Health and Resiliency	Legacy Project	MMWD	Х	
Lake Lagunitas Picnic Area	Legacy Project	MMWD		
Log Cabin at Phoenix Lake	Legacy Project	MMWD	Х	
Native Plant Nursery Feasibility	Legacy Project	TBD		
North End Bolinas Lagoon Project	Wetlands & Waterways	MCP	Х	
Planning for Climate Change at Bothin Marsh Preserve	Wetlands & Waterways	МСР		X
Potrero Meadow Restoration	Legacy Project	MMWD		Χ
Redwood Creek Juvenile Coho	Wetlands & Waterways	NPS	Х	
Redwood Creek Trail Realignment* and Dias Ridge Trail Extension**	Signature Trail Corridor	CDPR* NPS**	Х	
Roy's Redwoods – Restoration & Sustainable Access	Legacy Project	МСР	Х	
Threatened Coastal Prairie	Legacy Project	TBD		
Wayfinding Signs & Kiosks	Signature Trail Corridor	ALL	Х	
West Peak Restoration Feasibility	Legacy Project	MMWD	X	



ITEM No. 8

MEETING DATE: January 2, 2018

MEETING: Board of Directors

STAFF REPORT

Subject: Water Production and Storage Report

SUBMITTED BY: Michael Ban, P.E., Manager

Environmental and Engineering Services Division

RECOMMENDED ACTION: Information

EXECUTIVE SUMMARY:

Daily potable water production for December 13-19 has averaged 18.29 mgd. Information on the district's water production is illustrated in the attached graphs.

District reservoir storage as of December 19, 2017 is shown in the table below.

Reservoir	Total Capacity	Water Level From	Storage	Percent of Total
	(AF)	Spillway	(AF)	Capacity
		(feet down)		
Alpine	8,891	23.90	4,648	52.27%
Bon Tempe	4,017	6.45	3,241	80.67%
Kent	32,895	24.11	23,222	70.59%
Lagunitas	350	-0.14	350	100.00%
Nicasio	22,430	5.35	17,974	80.13%
Phoenix	411	0.47	404	98.31%
Soulajule	10,572	10.73	7,552	71.43%
Total	79,566	N/A	57,391	72.13%
Historical Average Storage This Date			57,075	N/A
Historical Percent of Total Storage This Date			71.73%	N/A
Percent of Normal Storage This Date			100.56%	N/A

For habitat benefit, the district is currently (as of 12/19/2017) releasing 12.56 mgd from Kent Reservoir into Lagunitas Creek and 3.50 mgd from Soulajule Reservoir into Walker Creek, for total releases of 16.06 mgd.

ATTACHMENTS:

- Monthly Water Production (table)
- Monthly Potable Water Production (graph)
- Running 12-month Potable Water Production (graph)
- Total Reservoir Storage (graph)
- Cumulative Precipitation (graph)
- Cumulative Revenue (graph)
- Cumulative Billed Water (graph)
- Consumption Comparison (table)
- Water Sales-Budget vs Actual FY2016-17 (graph)

Marin Municipal Water District Monthly Water Production (acre-feet)

Total Potable Water Production							
Month	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	
July	3,038	2,977	2,690	2,287	2,636	2,830	7%
August	3,042	2,960	2,590	2,369	2,630	2,778	6%
September	2,744	2,742	2,298	2,239	2,449	2,637	8%
October	2,345	2,599	2,118	2,148	1,963	2,499	27%
November	1,622	2,090	1,641	1,628	1,455	1,681	16%
Total YTD	12,791	13,367	11,337	10,671	11,134	12,425	12%

Imported Water Production							
Month	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY18	
July	349	517	710	364	390	364	-7%
August	356	502	451	355	378	532	41%
September	363	498	867	378	360	543	51%
October	424	520	619	380	361	457	27%
November	528	539	769	329	341	225	-34%
Total YTD	2,020	2,575	3,416	1,806	1,830	2,120	16%

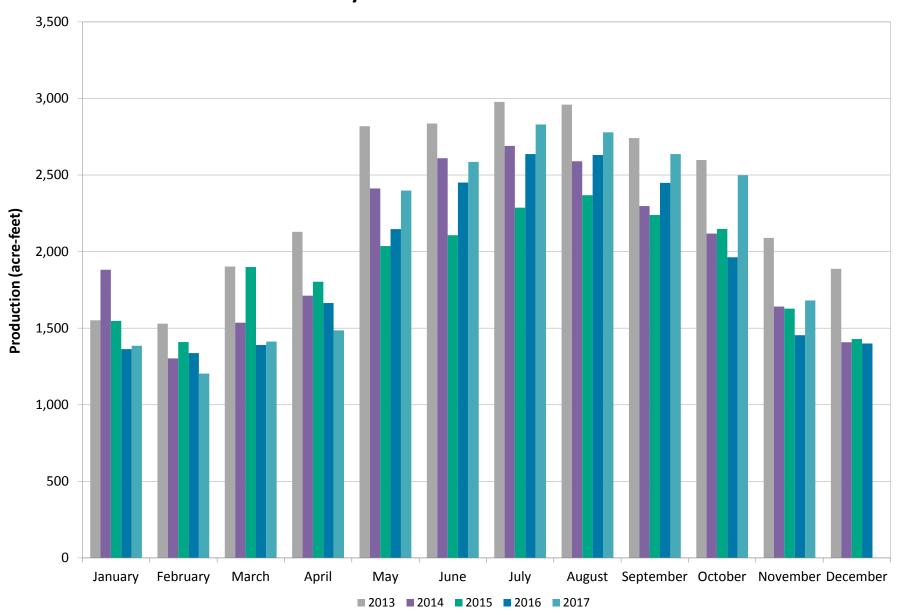
Reservoir Water Production							
Month	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	
July	2,689	2,460	1,980	1,922	2,246	2,466	10%
August	2,686	2,458	2,139	2,014	2,253	2,246	0%
September	2,381	2,244	1,431	1,861	2,089	2,093	0%
October	1,921	2,079	1,499	1,769	1,603	2,043	27%
November	1,094	1,551	872	1,299	1,114	1,456	31%
Total YTD	10,770	10,792	7,921	8,865	9,304	10,305	11%

Recycled Water Production							
Month	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	
July	117	109	103	87	97	107	11%
August	116	103	80	87	92	100	9%
September	90	89	78	77	79	88	12%
October	54	69	55	60	39	73	85%
November	4 38 23 12 1 11						
Total YTD	381	407	340	323	309	380	23%

^{*} During FY 2016, from June 2015 through May 2016, the District operated under the State's May 2015 Emergency Conservation Regulation. During this time, the District reduced water use 21% relative to the same months in 2013, thus exceeding the State's 20% conservation standard for the District.

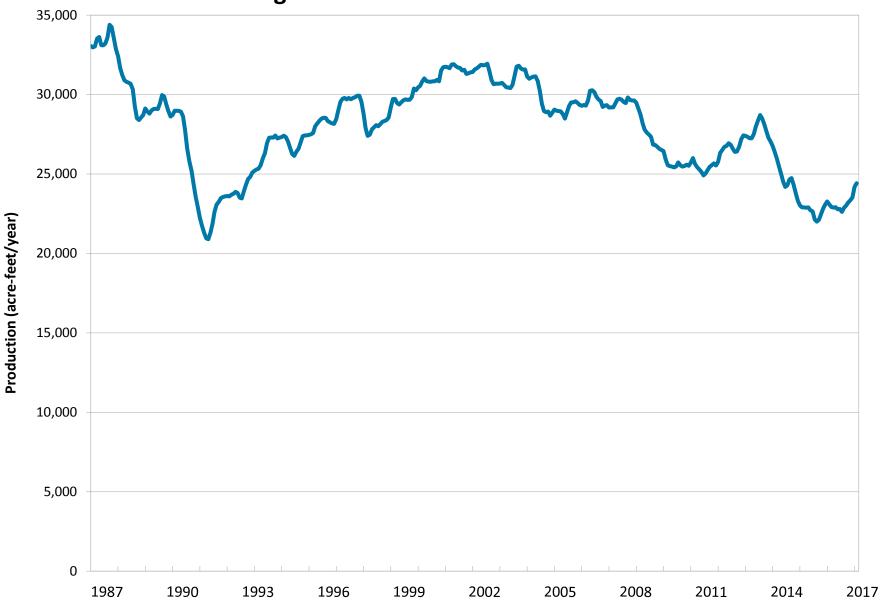


Monthly Potable Water Production



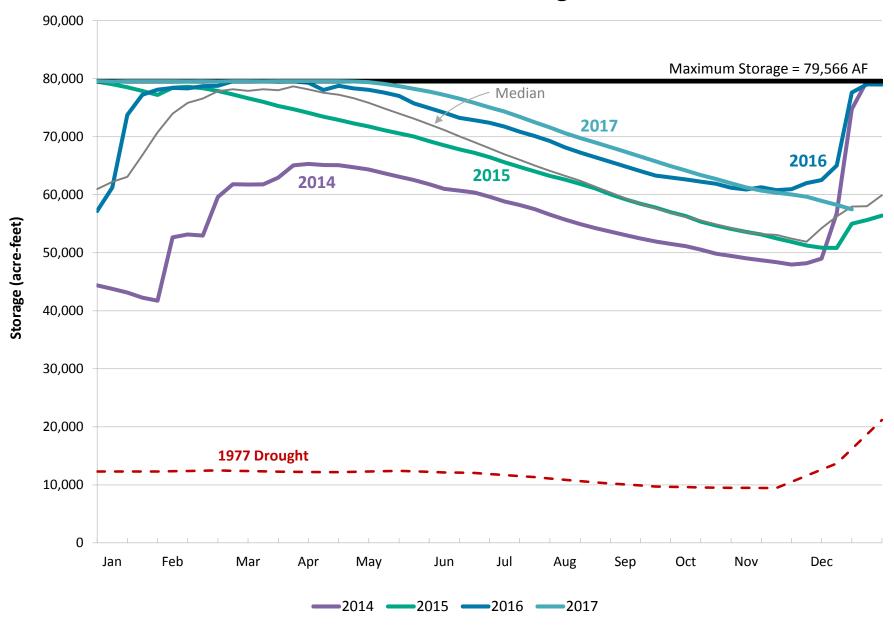


Running 12-month Potable Water Production



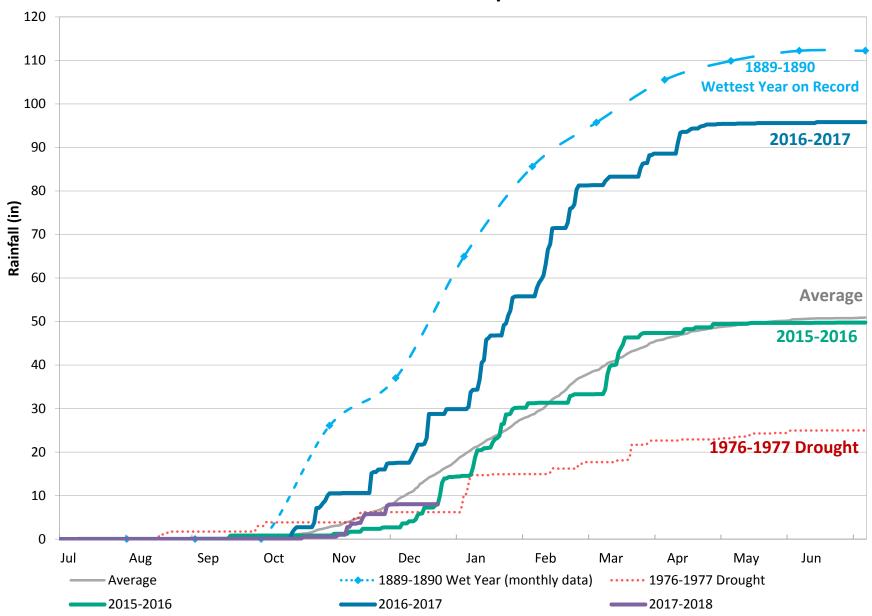


Total Reservoir Storage





Cumulative Precipitation







ITEM No. 9

MEETING DATE: January 2, 2018

MEETING: Board of Directors

STAFF REPORT

Subject: Amendment to the Collective Bargaining Agreement with SEIU Local

1021 and Approval of Resolution No. 8477 for Unrepresented

Employees

SUBMITTED BY: Charlie Duggan, Administrative Services Division Manager

RECOMMENDED ACTION: Approve Amendment Number 2 to Collective Bargaining Agreement

with SEIU 1021, establishing the salaries and other terms and

conditions of employment through June 30, 2021.

Approve Resolution No. 8477 establishing the salaries and other terms and conditions of employment for non-represented management, mid-management and confidential employees through June 2021.

EXECUTIVE SUMMARY: The current labor agreement with SEIU, initially ratified for an effective date of July 1, 2013 and extended to June 30, 2018, is set to expire. Resolution 8214, which was amended by Resolution No. 8398, for non-represented employees, is also set to expire. In preparation for the expirations, the District and SEIU Local 1021 representatives met in October of this year and reached a tentative agreement which the union membership ratified. Meetings were also held with unrepresented employees informing them of the proposed extension of the current agreement. Consensus was reached to extend the current agreement for three additional years without any additional modifications and to extend the cost of living adjustments (COLA) increases through fiscal years 2018/19, 2019/20 and 2020/21.

FISCAL IMPACT:	YES X	No	FISCAL YEAR:	2019
	***************************************	***************************************		

EXPENDITURES

Budgeted Amount	\$1,090,000
Budget Augmentation Requested	\$
	\$
	\$
TOTAL EXPENDITURES	\$1,090,000

FUNDING SOURCES

Operating Fund	\$1,090,000
Capital Fund	\$
Other	\$
Operating Reserves	\$
Total Sources	\$1,090,000

FISCAL IMPACT NARRATIVE:

For all employees, SEIU and non-represented (see resolution 8477), the annualized cost increase for 2018/19 with a COLA of 3% is \$1,090,000. The salary and benefit increase is included in the 2018/19 operating and capital budgets. The projected increases for 2019/20 from 2018/19 assuming a 2% and 3% COLA are \$770,000 and \$1,150,000 and projected increases for 2020/21 from 2019/20 assuming a 2% and 3% COLA are \$800,000 and \$1,210,000. The amounts include application of the COLA to pay and salary based benefits.

To provide for public review, input, and discussion, as well as to foster transparency, the draft amendment and resolution were presented to the Board in advance at the December 5 Board meeting.

BACKGROUND: Considering positive labor and management relations, a good working contract covering represented employees, and a resolution covering unrepresented employees, both employee groups were agreeable to the idea that beyond the COLA no other pay or benefit changes would be considered at this time and there would be no other changes to the agreements. Amendment Number 2 and Resolution No. 8477 would:

- Provide Cost of Living Adjustments, effective July 1, 2018, July 1, 2019 and July 1, 2020 based on the previous calendar year's San Francisco-San Jose-Oakland metropolitan area Consumer Price Index-U, with a minimum of 2.0% and a maximum of 3.0%
- Authorize a three (3) year extension of the current extended agreement with the Union and the District, covering the period of July 1, 2019 to June 30, 2021.

STRATEGIC PLAN ALIGNMENT:

The requested action aligns with the district's Strategic Plan GOAL 5: Workforce - We will maintain a diverse, highly-qualified and trained, motivated and productive workforce to achieve MMWD's goals, Strategy 5: Attract and retain a high quality efficient workforce to achieve MMWD's strategic goals.

REVIEWED BY:	Finance Manager	Χ	NA	
	General Counsel	Χ	NA	
	General Manager	Χ	NA	

ATTACHMENTS:

- 1. Amendment Number 2 to SEIU Collective Bargaining Agreement
- 2. Resolution No. 8477

AMENDMENT NO. 2 TO

THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MARIN MUNICIPAL WATER DISTRICT AND SERVICE EMPLOYEES INTERATIONAL UNION SEIU LOCAL 1021

This contract amendment (Amendment No. 2") is entered into by and between Marin Municipal Water District ("District") and Service Employees International Union, Local 1021 ("Union").

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

Section 1. Recitals:

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

Section 2. Amendments:

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

B. Terms:

- 1. Section 10. Salaries, Section 10.1 "General Salary Increase" is amended to add the following provisions which read as follows:
 - 7. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose-Oakland metropolitan area. The COLA wage increase on July 1, 2018 shall not be less than 2.0% or greater than 3.0%.
 - 8. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose-Oakland metropolitan area. The COLA wage increase on July 1, 2019 shall not be less than 2.0% or greater than 3.0%.

- 9. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose-Oakland metropolitan area. The COLA wage increase on July 1, 2020 shall not be less than 2.0% or greater than 3.0%.
- 2. Section 30. Duration is amended to read as follows:

This Collective Bargaining Agreement shall be effective July 1, 2018 and except for those provisions of the Collective Bargaining Agreement which have been assigned other effective dates, shall remain in full force and effect to and including June 30, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Collective Bargaining Agreement:

MARIN MUNICIPAL WATER DISTRIC	CT
Larry L. Russell, President Board of Directors	Dated:
Krishna Kumar General Manager	Vikkie Garay Human Resources Manager
SEIU LOCAL 1021	
Aaron Burton, Field Representative SEIU Local 1021	Dated:
Mariette Shin, Union President	Evan Frank Vice President

Alex Anaya, Treasurer	Suzanne Whelan, Secretary
Barry Dobbins, Union Steward	Augustin Gerena, Union Steward
Chad Hedge, Union Steward	

RESOLUTION NO. 8477

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT

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

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

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

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

- A. This Resolution modifies Resolution No. 8214. Except for the modifications contained herein, all the provisions of Resolution No. 8214 shall apply.
- B. Paragraph 1 regarding "Division Managers" is amended to read as follows:

Division Managers include: District General Counsel, Environmental and Engineering Services Division Manager, Administrative Services Division Manager/Treasurer and the Facilities and Watershed Division Manager.

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

Mid-Managers include the following classifications which are salaried positions and exempt from the overtime and hourly provisions of this resolution under the Fair Labor Standards Act: Assistant Superintendent of Operations, Assistant Superintendent Water Treatment, Customer Service Manager, Engineering Support Services Manager, Environmental Services Coordinator, Finance Manager, Fisheries Program Manager, Grant Program Coordinator, Human Resources Manager, Information Technology Manager, Natural Resources Program Manager, Principal Engineer - Planning, Principal Engineer-Design & Construction, Safety and Risk Manager, Senior Engineer I - Manager, Senior Engineer II - Manager, Senior Human Resources Analyst, Staff Attorney, Superintendent of Operations, Superintendent of Water Treatment, Support Services Manager, System Maintenance Superintendent, Water Conservation Manager, Water Quality Lab Manager, Watershed Protection Manager-Chief Ranger and Watershed Resources Manager.

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

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

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

- E. Paragraph 6.1 "Salaries, General Salary Increase" is amended to add the following language:
 - 5. An increase for all unrepresented employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose-Oakland metropolitan area. The COLA wage increase on July 1, 2018 shall not be less than 2.0% or greater than 3.0%.
 - 6. An increase for all unrepresented employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose-Oakland metropolitan area. The COLA wage increase on July 1, 2019 shall not be less than 2.0% or greater than 3.0%.
 - 7. An increase for all unrepresented employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose-Oakland metropolitan area. The COLA wage increase on July 1, 2020 shall not be less than 2.0% or greater than 3.0%.
- F. Paragraph 27 entitled "Term" is amended to read as follows:

This resolution shall be effective July 1, 2018 and except for those provisions of Resolution No. 8214 which have been assigned other effective dates, shall remain in full force and effect to and including June 30, 2021.

AYES: NOES: ABSENT: Larry L. Russell President, Board of Directors ATTEST: Stephanie Eichner-Gross	PASSED AND ADOPTED this _	day of December 2017 by the following vote of the Boar
NOES: ABSENT: Larry L. Russell President, Board of Directors ATTEST:		
ABSENT: Larry L. Russell President, Board of Directors ATTEST:	AYES:	
Larry L. Russell President, Board of Directors ATTEST:	NOES:	
President, Board of Directors ATTEST:	ABSENT:	
		· ·
Stephanie Eichner-Gross	ATTEST:	
Secretary	1	



ITEM No. 10

MEETING DATE: January 2, 2018

MEETING: Board of Directors

STAFF REPORT

SUBJECT: Approval to Fill One Distribution System Operator Vacancy

SUBMITTED BY: Erik Westerman, Superintendent of Operations

Michael Ban, Division Manager

Environmental and Engineering Services Division

RECOMMENDED ACTION: Authorize General Manager to recruit and hire one Distribution System

Operator.

EXECUTIVE SUMMARY:

A valued member of our Distribution System Operator staff recently retired, creating a vacancy in the Operations department. The seven Distribution System Operators in this group work 24/7, 365 days per year to monitor, control and operate the District's water system, which involves using the District's computer-operated SCADA System and coordinating closely with Treatment Operators to ensure customer demands are met. The Distribution System Operations staff also provide 24/7 customer assistance and emergency response. District staff requests the Board authorize the General Manager to recruit and hire on Distribution System Operator. The recruitment process is planned to begin in January with the goal of filling the position by the end of March 2018.

FISCAL IMPACT:	YES	X	N o	 FISCAL YEAR:	2018		
EXPENDITURES		···•		 FUNDING SOUR	CES	·····	
Budgeted Amoun	t	\$34,778	3	Operating Fu	nd	\$34,778	
TOTAL EXPENDITURE	S	\$ 34,778	3	TOTAL SOURCE	S	\$ 34,778	

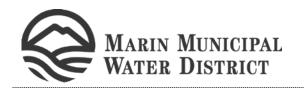
FISCAL IMPACT NARRATIVE:

The salary and benefits for the position range from \$116,040 to \$139,113. If this position is filled by April 1, 2018, the fiscal year 2017-2018 cost would be approximately \$34,778. This position is included in the FY 2017-2018 budget.

STRATEGIC PLAN ALIGNMENT:

The requested action aligns with the District's Strategic Plan Goal 5- Workforce, Strategy 5- attract and retain a high quality efficient workforce to achieve MMWD's strategic goals and Objective 6- ensure that MMWD has sufficient qualified staff to address critical tasks in a timely manner.

REVIEWED BY:	Finance Manager	Χ	NA		
	General Counsel		NA	Χ	
	General Manager	Χ	NA		



ITEM No. 11

MEETING DATE: January 2, 2018

MEETING: Board of Directors

STAFF REPORT

SUBJECT: Future Agenda Items

SUBMITTED BY: Krishna Kumar, General Manager

RECOMMENDED ACTION: Information

CALENDAR

1-16 Board of Directors, 7:30 p.m.

1-19 DOC, 9:30 a.m.

1-25 Finance, 9:30 a.m.