



**NORTH MARIN
WATER DISTRICT**

**NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
February 27, 2018 – 9:00 a.m.
NFPD HEADQUARTERS
95 Rowland Way
Novato, California**

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Est. Time	Item	Subject
9:00 a.m.	1.	CALL TO ORDER and ACCEPT AGENDA
	2.	OPEN TIME: (Please observe a three-minute time limit) This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.
	3.	ACTION CALENDAR Approve: Stafford Lake Agreement
	4.	STRATEGIC PLANNING WORKSHOP NO. 2
3:00 p.m.	5.	ADJOURNMENT

All times are approximate and for reference only.

The Board of Directors may consider an item at a different time than set forth herein.

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MEMORANDUM

To: Board of Directors
 From: Drew McIntyre, General Manager
 Subject: Stafford Lake Agreement

February 23, 2018



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RECOMMENDED ACTION: Board authorize General Manager to enter into Stafford Lake Agreement

FINANCIAL IMPACT: Up to \$419,650 (paid by MMWD)

At the February 20th meeting the Board was informed on current dry year conditions. Storage levels in Lake Sonoma (83%) and Lake Mendocino (91%) are good while Stafford Lake storage capacity is at 41%. As reported at the meeting, there is ample water supply in the Sonoma County Water Agency reservoirs to meet the region's demands. That said, the managers of both Marin Municipal and NMWD have been in communication over the last month regarding the benefits of back-feeding Stafford Lake to augment local storage. Based on this discussion we have concluded that some level of back-feeding would be good insurance and improve local water supply resiliency during the summer of 2018. The attached agreement has been negotiated between NMWD and Marin Municipal with terms suitable to each District to back-feed up to 350 acre feet into Stafford Lake by April 30th and deliver said amount to Marin Municipal beginning June 1st. Marin Municipal will pay NMWD's cost of \$899 for each acre foot back-fed into Stafford Lake and \$300 for each acre foot (AF) produced from Stafford Lake Treatment Plant. The \$300/AF for treatment is lower than the \$460/AF paid by Marin Municipal in 2014 but still covers NMWD's marginal cost for treatment. A summary of previous back-feeding events over the last 30 years is provided as follows:

Year	Back-Fed Amount (acre-feet)
1988	200
1989	782
1991	1000
2009	348
2014	359

RECOMMENDATION:

Board authorize the General Manager to enter into a 2018 Stafford Lake Agreement.

DRAFT

STAFFORD LAKE AGREEMENT

Between

NORTH MARIN WATER DISTRICT

And

MARIN MUNICIPAL WATER DISTRICT

March 2018

STAFFORD LAKE AGREEMENT

THIS AGREEMENT, made this _____ day of March, 2018 by and between **NORTH MARIN WATER DISTRICT**, a public body, herein called "North Marin," and **MARIN MUNICIPAL WATER DISTRICT**, a public body, herein called "Marin Municipal."

RECITALS

- A. Rainfall in the early winter of 2017-2018 has been much below normal.
- B. Both North Marin and Marin Municipal are concerned that if said dry weather persists the water supply available to their respective customers will be diminished.
- C. Both North Marin and Marin Municipal receive a portion of their water supply from the Sonoma County Water Agency (SCWA) Russian River project via the Sonoma Marin Aqueduct owned and operated by North Marin.
- D. Delivery of Russian River Project water to Marin Municipal through the Sonoma Marin Aqueduct is governed by the terms of the "Interconnection Agreement" between North Marin and Marin Municipal dated February 5, 2014.
- E. There is currently water available in the Russian River project system beyond the needs of North Marin and Marin Municipal and all other Russian River project customers.
- F. There is currently capacity in the Sonoma Marin Aqueduct beyond the current needs of both North Marin and Marin Municipal.
- G. North Marin owns and operates Stafford Lake Reservoir and the Stafford Lake Treatment Plant that processes water from Stafford Lake Reservoir.
- H. North Marin has the ability to transfer Russian River Project water into Stafford Lake Reservoir for later use.
- I. Marin Municipal owns and operates the Ignacio Pump Station on Hamilton Drive in Novato and uses said pump station to deliver water from SCWA to Marin Municipal.

NOW, THEREFORE, in consideration of these recitals and the mutual promises made herein, North Marin and Marin Municipal agree as follows:

1. OBJECTIVE OF AGREEMENT

It is the objective of this agreement to provide for the cooperative operation of the North Marin and Marin Municipal water systems to make use of surplus water in the Russian River Project and surplus capacity in the Sonoma Marin Aqueduct to help meet the water needs of the customers of both Districts during the dry weather season of 2018.

2. WATER DIVERSION PROVISIONS

Starting in March 2018 North Marin shall divert up to 4 million gallons per day (mgd) of water from the Sonoma Marin Aqueduct into Stafford Lake Reservoir.

Such pumping rate shall be decreased by the amount necessary to allow Marin Municipal to receive from the Sonoma Marin Aqueduct:

- In March, 8mgd; and,
- In April 7mgd.

Said diversions shall continue until the first of the events below occurs:

- A. 350 acre-feet is diverted until the first of the events below occurs:
- B. Either District determines that there is sufficient water available in Stafford Lake Reservoir, the Marin Municipal reservoirs system and/or from the Russian River project to meet the needs of its customers during the 2018 dry weather season.
- C. April 30, 2018

3. WATER DELIVERY PROVISIONS

- A. Starting on June 1, North Marin shall commence treatment and delivery on the water diverted to Stafford Lake Reservoirs per the provisions of Section 2, above. The water delivered to Marin Municipal by North Marin pursuant to this agreement shall be considered Stafford Lake water, and not Russian River water, regardless of the actual origin of the water that passes through the Ignacio pump station meter. North Marin shall deliver said water to the Marin Municipal Ignacio Pump Station at a rate of 3 mgd. Deliveries shall continue at this rate until the volume of all water diverted to Stafford Lake Reservoir pursuant to Section 2 and paid for by Marin Municipal pursuant to section 4.A. is delivered to Marin Municipal.
- B. Risk of loss and responsibility for the handling and control of all water delivered hereunder shall pass from North Marin to Marin Municipal at the Ignacio Pump station. Both parties agree to exercise due diligence in inspecting their various pipelines and appurtenances and to take steps to guard against unreasonable loss of water.
- C. The quality of water delivered by North Marin to Marin Municipal shall be equivalent to the quality of water served by North Marin in its potable Novato area water system.
- D. Metering

Meters used to measure diversions to Stafford Lake Reservoir shall be the responsibility of North Marin and shall meet the standards of the Interconnection Agreement. The meter used to measure deliveries to Marin Municipal at the Ignacio Pump Station shall be the responsibility of Marin Municipal and shall meet the standards of the Interconnection Agreement.

4. PAYMENT PROVISIONS

A. Payment for Diversion of Water to Stafford Lake Reservoir

Marin Municipal shall pay North Marin \$899 for each and every acre-foot of water diverted to Stafford Lake Reservoir pursuant to the terms of Section 2 of this agreement. Said payment shall represent the total costs of North Marin for purchasing and diverting said water.

B. Payment for Delivery of Stafford Lake Reservoir Water to North Marin's Russian River Water

Marin Municipal shall pay North Marin \$300 for each and every acre-foot of Stafford Lake water delivered to Marin Municipal's Ignacio Pump Station pursuant to the terms of Section 3 of this agreement. Said payment shall represent the total costs of North Marin for treating said water at the Stafford Lake treatment plant and for delivering said water to Marin Municipal.

C. Billing and Payment

North Marin shall bill Marin Municipal monthly, at the rates prescribed by Section 4.a. and 4.b above, for water diverted pursuant to Section 2 and water delivered pursuant to Section 3 of this Agreement. Marin Municipal shall pay such bill promptly.

Notwithstanding any dispute between the parties hereto, Marin Municipal party shall pay all bills when due and shall not withhold all or any part of any payment pending the final resolution of such dispute. In the event of a dispute, the receiving party may pay its bills under protest and if the resolution of the dispute results in a refund, said refund shall include any interest earned by investment of the disputed funds.

5. COOPERATION PROVISIONS

Each party herein shall make its best efforts to support and assist the other party's requests to other agencies for water supply or pipeline capacity and for rulings that will preserve and enhance said other party's ability to deliver a reliable supply of water to its customers if the dry weather of the winter of 2017-

18 continues such that neither agency's customers, to the extent reasonable and practical, suffers disproportionately during the ongoing drought.

6. MISCELLANEOUS PROVISIONS

A. Existing Agreements

Nothing in this agreement shall modify the terms of the Interconnection Agreement nor the terms of the North Marin and Marin Municipal contractual agreements with SCWA.

B. Method and Place of Giving Notice and Making Payments

All notices shall be in writing and notices and payment may be given by personal delivery or by mail. Notice and payments sent by mail shall be addressed as follows:

North Marin:	North Marin Water District Attn: General Manager PO BOX 146 Novato, CA 94948-0146
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Marin Municipal:	Marin Municipal Water District Attn: General Manager 220 Nellen Avenue Corte Madera, CA 94925
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Changes may be made in the addresses of the persons to whom notices and payments are given by giving notice pursuant to this section.

C. Third Party Beneficiaries

No third party beneficiaries are intended or established by this agreement.

D. Representation by Counsel

North Marin and Marin Municipal each were represented by independent counsel in the negotiation and execution of this agreement. For the purposes of interpretation of this agreement, neither party shall be deemed to have been the drafter of this agreement.

E. Severability

If any one or more sections, provisions, promises or conditions of this agreement is declared null and void or voidable for any reason by a final judgment or order of a court of competent jurisdiction, it is hereby declared to be the intention of both parties and agreed that each and all of the other sections, provision, promises and conditions of this agreement shall be and remain in full force and effect.

F. Term of Agreement

The term of this agreement shall extend from the date of execution hereof until December 31, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

NORTH MARIN WATER DISTRICT

General Manager

ATTEST:

Secretary

MARIN MUNICIPAL WATER DISTRICT

General Manager

ATTEST:

Secretary

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North Marin Water District

Agenda for

Strategic Planning Workshop #2

February 27, 2018

- 1. Review Notes from Workshop #1**
- 2. Develop Draft Goals and Objectives**
- 3. Review and Consider Updating the Existing Mission Statement**
- 4. Review and Consider Updating the Existing Vision Statement**
- 5. Identify Priorities**
- 6. Initial Development of Value Statements**
- 7. What's Next, Monitoring and Ensuring Results and Final Comments**