



**NORTH MARIN WATER DISTRICT**  
**AGENDA - REGULAR MEETING**  
 October 15, 2019– 6:00 p.m.  
 District Headquarters  
 999 Rush Creek Place  
 Novato, California

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Est. Time	Item	Subject
6:00 p.m.	<b>CALL TO ORDER</b>	
	1. <b>APPROVE MINUTES FROM REGULAR MEETING</b> , October 1, 2019	
	2. <b>GENERAL MANAGER'S REPORT</b>	
	3. <b>OPEN TIME: (Please observe a three-minute time limit)</b>	
	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.	
	4. <b>STAFF/DIRECTORS REPORTS</b>	
	5. <b>MONTHLY PROGRESS REPORT w/ Customer Service Questionnaire</b>	
	<b>CONSENT CALENDAR</b>	
	The General Manager has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.	
	6. <b>Consent - Approve:</b> Text for Fall 2019 Novato "Water Line", Volume 20, Issue 43	
	7. <b>Consent - Approve:</b> First Amended Reimbursement Agreement with Sonoma County Water Agency for the North Marin Water District Water Conservation Program	
	8. <b>Consent - Approve:</b> Agreement with Kiosk for Public Communications Plan Implementation	
	<b>ACTION CALENDAR</b>	
	9. <b>Approve:</b> Job Description for Human Resources/Safety Manager Position and Authorize Recruitment	
	10. <b>Approve:</b> Job Description for Accounting Supervisor Position and Authorize Recruitment	
	11. <b>Approve:</b> Salary, Terms and Conditions of Employment – General Manager <b>Resolution</b>	
	12. <b>Approve:</b> ESA Consulting Services Agreement – Permitting Services for Lagunitas Creek Slope Stabilization Project (Upstream of Gallagher Ranch Bridge)	
	13. <b>Approve:</b> Contract Third Party Coating Inspection for Cherry Hill Tank No. 2 Recoat and Rehabilitation Project – DB Gaya Consulting LLC	
	<b>INFORMATION ITEMS</b>	
	14. NBWA Meeting – October 4, 2019	

All times are approximate and for reference only.

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

15. **MISCELLANEOUS**

Disbursements – Dated October 3, 2019  
Disbursements – Dated October 10, 2019  
Salinity Notice – Point Reyes

News Articles:

Letters- Turning point in Pt. Reyes

Novato schools building irks city

MARIN AREAS FACE PLANNED OUTAGES- PG&E FIRE PRECAUTION

7:00 p.m.

16. **ADJOURNMENT**

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DRAFT  
NORTH MARIN WATER DISTRICT  
MINUTES OF REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
October 1, 2019

**CALL TO ORDER**

President Jack Baker called the regular meeting of the Board of Directors of North Marin Water District to order at 6:00 p.m. at the District Headquarters and the agenda was accepted as presented. Present were Directors Jack Baker, Rick Fraites, Michael Joly and Stephen Petterle. Director Grossi was absent until 6:50 p.m. Also present were General Manager Drew McIntyre, District Secretary Terrie Kehoe, Auditor-Controller Julie Blue and Chief Engineer Rocky Vogler.

District employees Tony Arendell (Construction/Maintenance Supervisor), Robert Clark (Operations/Maintenance), and Ryan Grisso (Water Conservation Coordinator) were also in attendance.

**MINUTES**

On motion of Director Fraites, seconded by Director Petterle the Board approved the minutes from the September 17, 2019 meeting by the following vote:

AYES: Director Baker, Fraites, Joly and Petterle

NOES: None

ABSTAIN: None

ABSENT: Director Grossi

**GENERAL MANAGER'S REPORT**

Sonoma County Water Agency (SCWA) Board of Directors Workshop

Mr. McIntyre announced that he attended a SCWA Board of Directors workshop on the agencies 2018 Water Supply Strategies Action Plan and spoke in support of the plan and the Agency's outreach to Water Contractors for input. He added that no comments were received from the SCWA Board on the draft and the final document will be included in a future agenda.

Huffman Ad Hoc Committee

Mr. McIntyre stated on October 2nd he will be joining SCWA staff to attend his second Huffman Ad Hoc Committee meeting in Ukiah to discuss items related to the Potter Valley Project relicensing process.

33 Point Reyes Station Community Workshop Meeting No. 3

34 Mr. McIntyre announced he will be attending the third and final Point Reyes Station  
35 community workshop meeting regarding water related topics on October 3rd. He added that the  
36 workshops are funded by a state grant to help determine if there are any community led water  
37 or wastewater issues. Director Baker asked who is managing the state grant. Mr. McIntyre  
38 replied Marin County Environmental Health Services.

39 NBWA Meeting

40 Mr. McIntyre reported that there will be a NBWA meeting on October 4<sup>th</sup> which will  
41 include a tour of a re-oaking project conducted by Napa Resource Conservation District.

42 WAC/TAC Meeting

43 Mr. McIntyre noted that he, Director Baker, and Mr. Vogler will be attending a Special  
44 WAC/TAC meeting on October 7<sup>th</sup>.

45 Emergency Operations Plan Training

46 Mr. McIntyre stated on October 8<sup>th</sup> he, Mr. Clark and eighteen staff members will  
47 participate in a four hour Emergency Operations Plan training session conducted by public  
48 safety consultant, Dave Jeffries. He also noted training modules will include both earthquake  
49 and Public Safety Power Shutoff events.

50 **OPEN TIME**

51 President Baker asked if anyone in the audience wished to bring up an item not on the  
52 agenda and there was no response.

53 **STAFF/DIRECTORS REPORTS**

54 President Baker asked if staff or Directors wished to bring up an item not on the agenda  
55 and the following items were discussed:

56 Mr. McIntyre requested that Item 10- First Amended Reimbursement Agreement with  
57 Sonoma County Water Agency on the consent calendar will be continued to the next meeting.  
58 Mr. Clark announced that he saw two trucks taking dairy cows off the Grossi Dairy and will need  
59 to follow up on the status. Director Baker asked which Grossi. Mr. Clark replied it is Dominic  
60 Grossi's Ranch and the rumor is that they will be raising beef cows instead. He added that this  
61 will be good for Stafford Lake, because fewer nutrients will go into the water. Director Baker  
62 asked Mr. Clark to keep the Board updated.

63 **CONSENT CALENDAR**

64 Item 10 – First Amended Reimbursement Agreement with Sonoma County Water  
65 Agency for the North Marin Water District Water Conservation Program was removed from the  
66 consent calendar and rescheduled for the next agenda. On the motion of Director Fraites, and

seconded by Director Petterle the Board approved Items 5-9 and Item 11 on the consent calendar by the following vote:

AYES: Director Baker, Fraites, Joly, Petterle

NOES: None

ABSTAIN: None

ABSENT: Director Grossi

**(ITEM 5) PRE TANK 4A REPLACEMENT PROJECT – APPROVE BID ADVERTISEMENT**

The Board approved the PRE Tank 4A Replacement Project Bid Advertisement. This project includes construction of a 125,000-gallon above ground cast-in-place concrete potable water storage tank and appurtenances, which includes excavation, site grading and piping improvements.

**(ITEM 6) 2018 NOVATO WATER SYSTEM MASTER PLAN – ACCEPTANCE OF FINAL REPORT**

The Board approved the 2018 Novato Water System Master Plan and accepted the final report. The administrative draft was reviewed by all department heads, General Manager, Chief Engineer and Directors; and all appropriate review comments were incorporated into the final report. The final report will be available on our website.

**(ITEM 7) APPROVAL FOR PRESIDENT BAKER TO ATTEND THE ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) FALL CONFERENCE IN SAN DIEGO CA DECEMBER 4-6, 2019**

The Board approved President Baker's attendance to the Association of California Water Agencies (ACWA) fall conference in San Diego on December 4<sup>th</sup> through 6<sup>th</sup>. ACWA conferences provide an excellent opportunity for Directors and staff to learn about California water issues.

**(ITEM 8) AUDITOR-CONTROLLER'S STATEMENT OF INVESTMENT POLICY**

The Board approved the Auditor-Controller's Statement of Investment Policy.

**(ITEM 9) DISPOSAL OF SURPLUS EQUIPMENT**

The Board approved the Disposal of Surplus Equipment. Staff recommended disposal of six vehicles and four surplus equipment items and plans to sell them through auction using 1<sup>st</sup> Capital Auction.

97 **(ITEM 11) BASE SALARY SCHEDULE REVISION**

98 The Board approved the updated District Salary Schedule to be effective October 1,  
99 2019. In accordance with the Memorandum of Understanding with the North Marin Water  
100 District Employee Association (MOU), effective each October 1 through 2022 employees will  
101 receive a cost of living adjustment equal to the current San Francisco Bay Area All Urban  
102 Consumers Price Index (CPI-U), which this year is 2.7%.

103 **ACTION ITEMS**

104 **PUBLIC COMMUNICATIONS STRATEGY AND PLAN**

105 Mr. Grisso presented the final public communications plan from Kiosk which included  
106 their process for development; their research and analysis, and their strategy planning. He  
107 noted in the revised memo (provided as a handout) that the FY20 financial impact is \$60,000  
108 and up to \$68,000 in FY21. Mr. Grisso added that there may be a \$30,000 shortfall in the  
109 approved Water Conservation budget this fiscal year, but noted that traditionally we are always  
110 under budget in water conservation, and we will continue to monitor our expenses. He stated  
111 that the website redesign and upgrade could potentially push us over budget, and that we could  
112 expect to see most of the costs for first year plan implementation from January to June.  
113 Director Joly asked if the \$60,000 is the budget number we should focus on for first year  
114 implementation. Mr. Grisso confirmed, adding that the second year plan will be more of a wait  
115 and see regarding actual total expenditures for plan implementation.

116 Director Petterle asked if we are approving Kiosk's contract now. Mr. Grisso replied that  
117 the Board is being asked to approve the Plan and associated costs and that staff will return to  
118 the Board at the October 15<sup>th</sup> meeting for approval of an agreement with Kiosk to perform first  
119 year implementation tasks. Director Joly asked when the website will be done and Mr. Grisso  
120 replied that it should be up and running by the end of the year and it is already in motion.  
121 Director Joly complimented Mr. Grisso on his memo.

122 On the motion of Director Petterle, and seconded by Director Fraites the Board approved  
123 the Public Communications Strategy and Plan with Kiosk by the following vote:

124 AYES: Director Baker, Fraites, Joly, Petterle

125 NOES: None

126 ABSTAIN: None

127 ABSENT: Director Grossi

**WRA CONSULTING ENGINEERING SERVICES AGREEMENT – DESIGN SERVICES FOR  
LAGUNITAS CREEK SLOPE STABILIZATION UPSTREAM OF GALLAGHER RANCH  
BRIDGE**

Mr. McIntyre reminded the Board that at the May 7th meeting the Board was apprised of flood damage to Lagunitas Creek immediately upstream of the Gallagher Ranch Bridge which supports the District's water transmission pipeline from Gallagher Well No. 1. He added the Board approved submission of a request to the federal Natural Resources Conservation Service (NRCS) for Emergency Watershed Protection (EWP) grant funding, and in August the District received notice that our request was approved. Mr. McIntyre stated that this grant program provides 75% federal grant funding for construction. He informed the Board that an agreement with WRA consulting engineers is needed to conduct design phase services for the Lagunitas Creek Slope Stabilization project. Mr. McIntyre added permitting services are being requested from ESA and a scope of work will be brought back to the Board at the next meeting for approval.

Mr. McIntyre also advised the Board that with an estimated total project cost of \$450,000, the federal grant would be \$250,000, resulting in a local share of \$200,000. He added that Marin Agricultural Land Trust (MALT) and the Gallagher Family is proposing to contribute a combined amount of \$50,000 which reduces our share to \$150,000. Mr. McIntyre also stated he made outreach to Marin Municipal Water District to see if they would be willing to contribute as well. Director Joly asked if this was an unusual event, and whether we expect any other odd ball situations like this in other areas. Mr. McIntyre confirmed that this was an unusual event and they are difficult to anticipate in advance. Mr. Clark also mentioned that with our recent Local Hazard Mitigation Plan grant award we are being proactive in Oceana Marin to address future weather damage to our earthen pond berms.

On the motion of Director Joly, and seconded by Director Fraites the Board approved the WRA Consulting Engineering Services Agreement for design services for Lagunitas Creek Slope Stabilization project by the following vote:

AYES: Director Baker, Fraites, Grossi, Joly, Petterle

NOES: None

ABSTAIN: None

ABSENT: Director Grossi

**CHERRY HILL TANK NO. 2 RECOAT AND REHABILITATION PROJECT – AWARD  
CONSTRUCTION CONTRACT TO PASO ROBLES TANK, INC.**



Mr. Vogler announced Paso Robles Tank Inc. (PRT) of Paso Robles, CA submitted the lowest responsive bid of \$313,501 which was \$11,499 (3.5%) below the Engineer's construction cost estimate of \$325,000. Mr. Vogler also noted that Paso Robles Tank has done work for the District in the past, and references were good. Director Baker asked Mr. McIntyre if he could remember a project they worked on when he was Chief Engineer. Mr. McIntyre replied yes, and while he was unable to recall the specific project name, he remembers they did good work.

On the motion of Director Petterle, and seconded by Director Fraites the Board approved the Cherry Hill Tank No. 2 Recoat and Rehabilitation Project, awarding the construction contract to Paso Robles Tank, Inc. by the following vote:

AYES: Director Baker, Fraites, Joly, and Petterle

NOES: None

ABSTAIN: None

ABSENT: Director Grossi

**GHD – CONSULTING ENGINEERING SERVICES AGREEMENT (OCEANA MARIN TREATMENT AND STORAGE POND REHAB)**

Mr. Vogler presented the GHD Consulting Engineering Services Agreement for the Oceana Marin Treatment and Storage Pond Rehabilitation. Mr. Vogler stated GHD's proposed scope of work includes topographic survey, environmental clearance for permitting, and project design which includes development of plans and specifications suitable for public bidding. Mr. Vogler reviewed the history of the Oceana Marin Treatment and Storage Ponds. He stated during a past storm event in 2017, the storm activity caused localized erosion of the treatment pond earthen berms; and damaged the force main inlet pipe. He added temporary repairs were done, and in 2018 the pond was dredged and over 40 years of bio solids were removed.

He stated, in 2018, we submitted an application to apply for a grant and that GHD worked on the application at that time. He noted that our project is included in the 2018 County Local Hazard Mitigation Plan and, as a result, Cal OES has approved grant funding for the initial design phase. Director Baker asked when phase two construction work is scheduled. Mr. Vogler replied that it should happen before the summer of 2022 and that phase one should be complete by the middle of 2020. Director Joly complemented Mr. Vogler on his persistence, and asked about the timing and the amount of grant funded. Mr. Vogler replied that 75% of the expenditures are grant eligible. He added the District is required to pay up front and then the grant money is reimbursed.

On the motion of Director Fraites, and seconded by Director Joly the Board approved the GHD – Consulting Engineering Services Agreement for the Oceana Marin Treatment and

Storage Pond Rehabilitation Project by the following vote:

AYES: Director Baker, Fraites, Joly, and Petterle

NOES: None

ABSTAIN: None

ABSENT: Director Grossi

**INFORMATION ITEMS**

**INITIAL REVIEW – SET SALARY, TERMS AND CONDITIONS OF EMPLOYMENT –  
GENERAL MANAGER**

Director Baker presented the Initial Review of the salary, employment terms and conditions of the General Manager. He added that the memo contains what was discussed at the last closed session meeting and summarizes what the Board came up with. Director Baker stated that no action will be taken tonight. Director Joly complimented Director Baker on the memo, and added that the General Manager salary true up, added cost of living adjustments and equity adjustment is well earned.

**FY 18/19 – OPERATIONS/MAINTENANCE 4<sup>TH</sup> QUARTER REPORT**

Mr. Clark updated the Board on the Fourth Quarter FY 18/19 Operations/Maintenance Report. He summarized the Safety Program; Operations activities; Stafford Treatment Plant production; the Novato Water System flows; the West Marin System Flows, Demands and Storage; Oceana Marin; Water Quality; Maintenance accomplishments; Electrical/Mechanical accomplishments; Cross Connection activities; Building and Grounds projects; and Fleet Operations. Mr. Clark noted the safety binder update has helped guide us with ongoing safety measures, the plan for the PG&E shutdown is in place and the generators will be well positioned during a PSPS shutdown. He added that in Maintenance we are doing a better job at planning the work and hope that with the new asset management it will improve even more. Mr. Clark also shared that our new treatment plant operator, Austin Simpson, has been a great help since he came in with knowledge of small water systems, wells and pumps and added he has been a great help with the Gallagher well. Mr. Clark also added the inspections of the pump stations are now monthly instead of quarterly.

Director Baker asked how many pump stations we have. Mr. Clark replied twenty seven in Novato and six in West Marin. Mr. Clark also announced that there has been considerable maintenance of the buildings and grounds this year. He added that he received three bids for replacement of the roof, and the selected contractor will not be able to do the work until spring. He also mentioned that vehicle leasing programs looks promising so far. Director Joly stated that this was a good update, and asked if the PG&E shutdowns will go through the winter when

it rains. Mr. Clark replied that he expects potential shutdowns to go through the October-November period.

Director Grossi arrived at 6:50 p.m.

**MISCELLANEOUS**

The Board received the following miscellaneous items: Disbursements - Dated September 26, 2019, Water Rate Study Schedule Update and Three-Month Outlook Temperature and Precipitation Probability.

The Board received the following news articles: New call to rein in pensions in Marin; Affordable housing plan gets boost – WEST MARIN; PSPS Local Partners Handout - Local Response and Preparedness for the PG&E Public Safety Power Shutoff; Wildfire safety agency formed and Chief has talks with city about top post.

**CLOSED SESSION**

President Baker adjourned the Board into closed session at 6:52 p.m. for a Conference with Labor negotiators in accordance with California Government Code Section 54957.6. Agency for designated representatives: Mr. McIntyre, Julie Blue. Employee Organization: NMWD Employee Association.

**CLOSED SESSION**

The second closed session began at 7:16 p.m. in accordance with California Government Code Section 54957.6 for Public Employment, title: Human Resource/Safety Manager.

**OPEN SESSION**

Upon returning to regular session at 7:31 p.m., President Baker stated that during the closed session the Board had discussed the issue and no reportable action had been taken.

**ADJOURNMENT**

President Baker adjourned the meeting at 7:31 p.m.

Submitted by

Theresa Kehoe  
District Secretary

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**NORTH MARIN WATER DISTRICT**  
**MONTHLY PROGRESS REPORT FOR September 2019**  
October 15, 2019

**Item #5**

1.

**Novato Potable Water Prod\* - RR & STP Combined - in Million Gallons - FYTD**

Month	FY19/20	FY18/19	FY17/18	FY16/17	FY15/16	20 vs 19 %
July	317.2	341.1	331.0	310.3	227.2	-7%
August	283.8	300.9	303.0	299.6	235.2	-6%
September	280.5	255.0	292.4	302.3	210.0	10%
FYTD Total	881.5	897.0	926.4	912.1	672.5	-2%

**West Marin Potable Water Production - in Million Gallons - FY to Date**

Month	FY19/20	FY18/19	FY17/18	FY16/17	FY15/16	20 vs 19 %
July	8.9	10.2	9.5	7.9	6.6	-13%
August	8.4	9.9	8.8	7.4	7.0	-16%
September	7.8	9.5	8.4	6.4	6.4	-18%
FYTD Total	25.0	29.7	26.6	21.7	20.0	-16%

**Stafford Treatment Plant Production - in Million Gallons - FY to Date**

Month	FY19/20	FY18/19	FY17/18	FY16/17	FY15/16	20 vs 19 %
July	67.7	78.6	112.6	69.9	107.6	-14%
August	100.5	79.3	81.5	90.4	79.4	27%
September	115.0	60.5	122.7	96.9	38.3	90%
FYTD Total	283.1	218.4	316.8	257.3	225.3	30%

**Recycled Water Production\* - in Million Gallons - FY to Date**

Month	FY19/20	FY18/19	FY17/18	FY16/17	FY15/16	20 vs 19 %
July	36.5	30.2	27.7	27.1	21.3	21%
August	33.3	30.6	26.1	26.0	26.2	9%
September	29.7	33.5	25.0	23.5	15.7	-12%
FYTD Total*	99.5	94.3	78.8	76.6	63.3	6%

\*Excludes potable water input to the RW system: FY19=9.2 MG; FY18=15.35MG; FY17=1.4MG; FY16=7.4MG

**2. Stafford Lake Data**

	<b>September Average</b>		<b>September 2018</b>		<b>September 2019</b>	
Rainfall this month	0.23	Inches	0	Inches	0.13	Inches
Rainfall this FY to date	0.29	Inches	0	Inches	0.13	Inches
Lake elevation*	182.8	Feet	179.9	Feet	186.3	Feet
Lake storage**	583	MG	462	MG	761	MG

\* Spillway elevation is 196.0 feet

\*\* Lake storage less 390 MG = quantity available for delivery

**Temperature (in degrees)**

	<b>Minimum</b>	<b>Maximum</b>	<b>Average</b>
September 2018 (Novato)	49	94	70
September 2019 (Novato)	56	109	76

**3. Number of Services**

<b>September 30</b>	<b>Novato Water</b>			<b>Recycled Water</b>			<b>West Marin Water</b>			<b>Oceana Marin Swr</b>		
	FY20	FY19	Incr %	FY20	FY19	Incr %	FY20	FY19	Incr %	FY20	FY19	Incr %
Total meters installed	20,748	20,752	0.0%	95	88	8.0%	791	790	0.1%	-	-	-
Total meters active	20,541	20,541	0.0%	91	84	8.3%	783	782	0.1%	-	-	-
Active dwelling units	24,075	24,070	0.0%	-	-	-	833	831	0.2%	234	234	0.0%

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## 7. Energy Cost

FYE	September			Fiscal Year-to-Date thru September		
	kWh	¢/kWh	Cost/Day	kWh	¢/kWh	Cost/Day
2020 Stafford TP	102,399	18.3¢	\$625	271,853	18.7¢	\$553
Pumping	164,510	23.5¢	\$1,286	503,428	23.4¢	\$1,293
Other*	50,757	27.9¢	\$472	161,040	27.7¢	\$491
	317,667	22.5¢	\$2,384	936,322	22.8¢	\$2,337
2019 Stafford TP	64,238	20.3¢	\$435	214,544	19.9¢	\$464
Pumping	170,125	20.5¢	\$1,161	519,116	20.4¢	\$1,149
Other*	49,866	26.5¢	\$441	151,172	26.4¢	\$434
	284,229	21.5¢	\$2,037	884,832	21.3¢	\$2,047
2018 Stafford TP	61,114	19.8¢	\$404	217,233	19.4¢	\$457
Pumping	175,425	20.9¢	\$1,145	519,097	20.7¢	\$1,141
Other*	53,320	27.3¢	\$456	153,943	26.9¢	\$441
	289,859	21.8¢	\$2,005	890,273	21.4¢	\$2,039

\*Other includes West Marin Facilities

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## 8. Water Conservation Update

	Month of September 2019	Fiscal Year to Date	Program Total to Date
High Efficiency Toilet (HET) Rebates	9	34	4086
Retrofit Certificates Filed	10	58	6300
Cash for Grass Rebates Paid Out	0	5	926
Washing Machine Rebates	0	0	6797
Water Smart Home Survey	4	24	3771

## 9. Utility Performance Metric

SERVICE DISRUPTIONS (No. of Customers Impacted)	September 2019	September 2018	Fiscal Year to Date 2019	Fiscal Year to Date 2018
PLANNED				
Duration Between 0.5 and 4 hours	1	10	7	28
Duration Between 4 and 12 hours			96	83
Duration Greater than 12 hours				
UNPLANNED				
Duration Between 0.5 and 4 hours	20	4	32	25
Duration Between 4 and 12 hours				
Duration Greater than 12 hours				
SERVICE LINES REPLACED				
Polybutylene	12	12	28	41
Copper (Replaced or Repaired)	0	1	1	5

2" main on Scown Lane – 9 Services for 1 Hour

#### 4. Oceana Marin Monthly Status Report (September)

Description	September 2018	September 2019
Effluent Flow Volume (MG)	0.448	0.404
Irrigation Field Discharge (MG)	0	0
Treatment Pond Freeboard (ft)	Empty-work in progress	6.2
Storage Pond Freeboard (ft)	3.1	10.2

#### 5. Developer Projects Status Report (September)

Job No.	Project	% Complete	% This month
1.2807.00	Hamilton Cottages	93	1
1.2817.03	College of Marin – New Miwok Center	4	1
1.2816.00	Oakmont Senior Living	96	1
1.2821.00	Atherton Place	90	25
1.2824.00	Park-A-Pup	80	78
1.2823.00	Avesta	2	0

#### District Projects Status Report - Const. Dept. (September)

Job No.	Project	% Complete	% This month
1.6112.24	Lynwood Pump Station MCC	15	0
2.6263.20	Replace PRE Tank 4A	5	0
1.7150.00	San Mateo Tank Inlet/Outlet	5	0

#### Employee Hours to Date, FY 18/19

As of Pay Period Ending September 31, 2019

Percent of Fiscal Year Passed = 25%

Developer Projects	Actual	Budget	% YTD Budget	District Projects	Actual	Budget	% YTD Budget
Construction	1,336	1,400	95%	Construction	528	3,740	14%
Engineering	400	1,504	27%	Engineering	428	3,096	14%

#### 6. Safety/Liability

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Industrial Injury with Lost Time				Liability Claims Paid	
Lost Days	OH Cost of Lost Days (\$)	No. of Emp. Involved	No. of Incidents	Incurred (FYTD)	Paid (FYTD) (\$)
1	\$283	1	1	0	\$0
6	\$2,160	1	1	3	\$4,567

FY 20 through September

FY 19 through September

Days without a lost time accident through September 30, 2019 1 Day

# NORTH MARIN WATER DISTRICT

## Summary of Complaints & Service Orders September 2019

10/9/2019

Type	Sep-19	Sep-18	Action Taken September 2019
<b><u>Consumers' System Problem</u></b>			
Service Line Leaks	52	34	Notified Consumer
Noisy Plumbing	3	0	Notified Consumer
House Valve / Meter Off	16	6	Notified Consumer
Nothing Found	11	24	Notified Consumer
Low Pressure	1	1	62 PSI drops to 44 PSI-PRV failed.
High Pressure	2	0	Pressure failed @ 114 PSI. PRV to be replaced.
			Pressure failed @ 100 PSI. PRV to be replaced.
<b>Total</b>	<b>85</b>	<b>65</b>	
<b><u>Service Repair Reports</u></b>			
Meter Replacement	2	6	Replaced
Box and Lids	2	0	Replaced
Water Off/On Due To Repairs	12	16	Notified Consumer
Misc. Field Investigation	15	4	Notified Consumer
<b>Total</b>	<b>31</b>	<b>26</b>	
<b><u>Leak NMWD Facilities</u></b>			
Main-Leak	2	0	Repaired
Service- Leak	9	13	Repaired
Services-Nothing Found	0	1	~
Fire Hydrant-Leak	1	3	Repaired
Fire Hydrants-Damaged	0	1	~
Meter Leak	2	0	Repaired
Washer Leaks	5	6	Repaired
<b>Total</b>	<b>19</b>	<b>24</b>	
<b><u>High Bill Complaints</u></b>			
Consumer Leaks	0	9	~
Meter Testing	0	1	~
Meter Misread	0	4	~
Nothing Found	2	29	Notified Consumer
Excessive Irrigation	1	3	Notified Consumer
<b>Total</b>	<b>3</b>	<b>46</b>	
<b><u>Water Quality Complaints</u></b>			
Taste and Odor	1	2	<b><i>Customer reported bleach like odor from one faucet. (AMELIA WAY.)</i></b> Lab staff sampled inside and outside faucets and taps. Lab noted plastic and chlorine odor. Results were normal for NMWD supply. Customer was notified of results.
Color	0	2	~
Other	1	1	<b><i>Customer reported foamy water from outside hoses and inside taps. (CLUBVIEW DR.)</i></b> Lab tested all hose bibs and noted chlorine taste. No foamy water noticed at time of sample. Results normal for NMWD supply. Customer was notified of results.
<b>Total</b>	<b>2</b>	<b>5</b>	
<b>TOTAL FOR MONTH:</b>	<b>140</b>	<b>166</b>	<b>-16%</b>

# NORTH MARIN WATER DISTRICT

## Summary of Complaints & Service Orders September 2019

10/9/2019

Type	Sep-19	Sep-18	Action Taken September 2019
<b><u>Fiscal YTD Summary</u></b>			<b><u>Change Primarily Due To</u></b>
Consumer's System Problems	284	246	15% Increase In Service Line Leaks.
Service Repair Report	75	99	-24% Decrease In Water Off/On Due to Repairs
Leak NMWD Facilities	68	89	-24% Decrease In Service Leaks.
High Bill Complaints	27	123	-78% Decrease In Nothing Found.
Low Bills	0	2	-100% Decrease in Meter Misreads.
Water Quality Complaints	10	13	-23% Decrease in Other.
Total	<u>464</u>	<u>572</u>	<u>-19%</u>

### **"In House" Generated and Completed Work Orders**

<b><u>Check Meter:</u></b> possible consumer/District leak, high bill, flooded, need read, etc.	84	130
<b><u>Change Meter:</u></b> leaks, hard to read	14	7
<b><u>Possible Stuck Meter</u></b>	2	0
<b><u>Repair Meter:</u></b> registers, shut offs	3	0
<b><u>Replace Boxes/Lids</u></b>	1	4
<b><u>Hydrant Leaks</u></b>	3	0
<b><u>Trims</u></b>	0	13
<b><u>Dig Outs</u></b>	1	46
	<u>108</u>	<u>200</u>

### Bill Adjustments Under Board Policy:

#### **September 19 vs. September 18**

Sep-19	73	\$17,682
Sep-18	96	\$28,774

#### **Fiscal Year vs Prior FY**

19/20 FY	17	\$4,499
18/19 FY	32	\$12,065

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# Customer Service Questionnaire Quarterly Report

Quarter Ending 09/30/2019



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	Response		
	Agree	Neutral	Disagree
<b>Water Quality</b>			
Courteous & Helpful	0	0	0
Accurate Information	0	0	0
Prompt Service	0	0	0
Satisfactorily Resolved	0	0	0
Overall Experience	0	0	0
	0	0	0

	Agree	Neutral	Disagree
<b>Leak</b>			
Courteous & Helpful	45	2	0
Accurate Information	43	0	2
Prompt Service	45	0	1
Satisfactorily Resolved	42	1	2
Overall Experience	43	1	2
	218	4	7

	Agree	Neutral	Disagree
<b>Billing</b>			
Courteous & Helpful	3	0	0
Accurate Information	3	0	0
Prompt Service	3	0	0
Satisfactorily Resolved	2	0	0
Overall Experience	3	0	0
	14	0	0

	Response		
	Agree	Neutral	Disagree
<b>Pressure</b>			
Courteous & Helpful	6	0	1
Accurate Information	6	0	0
Prompt Service	5	1	0
Satisfactorily Resolved	4	2	0
Overall Experience	5	0	1
	26	3	2

	Agree	Neutral	Disagree
<b>Noisy Pipes</b>			
Courteous & Helpful	0	0	0
Accurate Information	0	0	0
Prompt Service	0	0	0
Satisfactorily Resolved	0	0	0
Overall Experience	0	0	0
	0	0	0

	Agree	Neutral	Disagree
<b>Other</b>			
Courteous & Helpful	6	0	0
Accurate Information	6	0	0
Prompt Service	6	0	0
Satisfactorily Resolved	5	0	1
Overall Experience	6	0	0
	29	0	1

<b>Grand Total</b>	287	7	10
	94%	2%	3%

Questionnaires Sent Out	105	100%
Questionnaires Returned	60	57%

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Issues NMWD Should Address		
In The Future		

Customer Comments	Staff Response to Negative Comments	In The Future
<b>PRESSURE</b> Nice men helped us that day! Serviceman was gruff and stomped all over my flowers.	Alicia called customer and discussed issue-customer is satisfied with outreach.	
<b>BILLING</b> Chris R. was so knowledgeable and pinpointed the leak.		More clarity on Smart Meter reading issues.
<b>LEAK</b> Efficient, educational and enjoyable! Wonderful experience with solving leak issues. They have not completed the repair for water in meter box. The office staff was very helpful and we have fixed the leak. Rich was very qualified. It is great that there is an available serviceman ready to check for leaks. New system falsely reported leak. Your staff are great-thanks! Called on Sunday but answering service wasn't able to help-called Monday. I was surprised how quickly I was able to get assistance-very professional! Chris was knowledgeable, thorough and patient during appointment. The email about leak was very helpful and brought issue to my attention. The online water usage alerts are clear. The phone person was very helpful and helped with dye tabs at the office. Some info or recommendations on next steps after leak would have been appreciated. Staff member couldn't have been nicer and even sent us link for portal. Thank you for putting my mind at ease! Excellent experience with staff and assistance. Keep hiring great staff! I want to dispute allegations of leak burst. I searched my home for any leaks and found nothing! And then it mysteriously stopped on its own. Rich did a wonderful job of solving problem promptly.	Tag made to get Construction to fix compression fitting that was leaking.      Sent customer link to WaterSmart portal and explained how the system works.  Made an appointment immediately for that Monday.	Find a manner to manage this utility without raising prices to consumers every year.
<b>OTHER</b> This is an awesome service that NMWD provides its customers. So quick and helpful-thank you! Darrell is great-extremely helpful and knowledgeable. It seems he loves his work and loves helping all his customers! Found my main shut off valve was not working. Very happy with our water service so far-no complaints. Darrell is respectful and courteous-I appreciate his help.	Referred to Construction to investigate for repair.	

## MEMORANDUM

To: Board of Directors

October 11, 2019

From: Julie Blue, Auditor-Controller *JB*  
Nancy Holton, Senior Accountant

Subj: Auditor-Controller's Monthly Report of Investments for September 2019  
t:\acl\wordlinvest\20\investment report 0919.doc

**RECOMMENDED ACTION:** Information

**FINANCIAL IMPACT:** None

At month end the District's Investment Portfolio had an amortized cost value (i.e., cash balance) of \$19,857,435 and a market value of \$19,873,530. During September the cash balance increased by \$303,554. The market value of securities held increased \$16,095 during the month. The ratio of total cash to budgeted annual operating expense stood at 114%, up 1% from the prior month.

At September 30, 2019, 54% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 29% in Time Certificates of Deposit, 10% in US Treasury Notes, 6% in the Marin County Treasury, and 1% retained locally for operating purposes. The weighted average maturity of the portfolio was 130 days, compared to 135 days at the end of August. The LAIF interest rate for the month was 2.28%, compared to 2.34% the previous month. The weighted average Portfolio rate was 2.35%, compared to 2.40% the previous month.

**NORTH MARIN WATER DISTRICT**  
**AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS**  
**September 30, 2019**

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis <sup>1</sup>	9/30/2019 Market Value	Yield <sup>2</sup>	% of Portfolio
<b>LAIF</b>	State of CA Treasury	AA-	Various	Open	\$10,805,179	\$10,823,675	2.28% <sup>3</sup>	<b>54%</b>
<b>Time Certificate of Deposit</b>								
TCD	Goldman Sachs Bank USA	n/a	10/11/17	10/11/19	247,000	247,000	1.70%	1%
TCD	Morgan Stanley Bank	n/a	11/9/17	11/12/19	247,000	247,000	1.75%	1%
TCD	American Express Centurion	n/a	12/5/17	12/5/19	247,000	247,000	1.90%	1%
TCD	Sallie Mae Bank	n/a	1/10/18	1/10/20	247,000	247,000	2.20%	1%
TCD	Discover Bank	n/a	2/13/18	2/24/20	247,000	247,000	2.35%	1%
TCD	Wells Fargo Bank	n/a	3/28/18	3/30/20	248,000	248,000	2.55%	1%
TCD	Citibank	n/a	4/11/18	4/13/20	246,000	246,000	2.55%	1%
TCD	UBS Bank	n/a	5/30/18	6/1/20	249,000	249,000	2.70%	1%
TCD	Enerbank	n/a	6/18/18	5/18/20	249,000	249,000	2.75%	1%
TCD	BMW Bank	n/a	6/15/18	6/15/20	246,000	246,000	2.75%	1%
TCD	Bank of America	n/a	8/15/18	8/17/20	246,000	246,000	2.75%	1%
TCD	Ally Bank	n/a	9/28/18	9/28/20	246,000	246,000	2.80%	1%
TCD	Barclays Bank	n/a	11/14/18	11/16/20	246,000	246,000	3.00%	1%
TCD	CIT Bank	n/a	12/17/18	12/17/20	246,000	246,000	3.00%	1%
TCD	Reliance Bank	n/a	1/11/19	1/11/21	249,000	249,000	2.70%	1%
TCD	Iberia Bank	n/a	1/25/19	1/25/21	246,000	246,000	2.70%	1%
TCD	TIAA Bank	n/a	1/18/19	7/19/21	246,000	246,000	2.75%	1%
TCD	Merrick Bank	n/a	2/8/19	2/8/21	249,000	249,000	2.60%	1%
TCD	Eaglebank	n/a	3/15/19	3/15/21	249,000	249,000	2.60%	1%
TCD	Central Bank	n/a	4/18/19	4/19/21	249,000	249,000	2.40%	1%
TCD	Morgan Stanley Private Bank	n/a	5/23/19	5/24/21	247,000	247,000	2.40%	1%
TCD	Capital One Bank NA	n/a	8/21/19	8/23/21	247,000	247,000	1.85%	1%
TCD	Capital One Bank USA	n/a	9/6/19	9/7/21	247,000	247,000	1.75%	1%
					<b>\$5,686,000</b>	<b>\$5,686,000</b>	<b>2.46%</b>	<b>29%</b>
<b>US Treasury Notes</b>								
Treas	2.250%	n/a	7/26/18	3/31/20	998,463	994,843	2.56%	5%
Treas	2.750%	n/a	3/5/19	9/30/20	1,002,132	1,003,350	2.75%	5%
					<b>\$2,000,595</b>	<b>\$1,998,193</b>	<b>2.66%</b>	<b>10%</b>
<b>Other</b>								
Agency	Marin Co Treasury	AAA	Various	Open	\$1,080,210	\$1,080,210	2.37%	6%
Other	Various	n/a	Various	Open	285,451	285,451	0.41%	1%
<b>TOTAL IN PORTFOLIO</b>					<b>\$19,857,435</b>	<b>\$19,873,530</b>	<b>2.35%</b>	<b>100%</b>

Weighted Average Maturity = **130 Days**

LAIF: State of California Local Agency Investment Fund.

TCD: Time Certificate of Deposit, Treas: US Treasury Notes with maturity of 5 years or less.

Agency: STP State Revolving Fund Loan Reserve.

Other: Comprised of 5 accounts used for operating purposes. US Bank Operating Account, US Bank STP SRF Loan

Account, US Bank FSA Payments Account, Bank of Marin AEEP Checking Account & NMWD Petty Cash Fund.

1 Original cost less repayment of principal and amortization of premium or discount.

2 Yield defined to be annualized interest earnings to maturity as a percentage of invested funds.

3 Earnings are calculated daily - this represents the average yield for the month ending September 30, 2019.

<b>Interest Bearing Loans</b>	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
StoneTree Golf Loan	6/30/06	2/28/24	\$3,612,640	\$1,043,665	2.40%
Marin Country Club Loan	1/1/18	11/1/47	\$1,265,295	\$1,198,371	1.00%
Employee Housing Loans (4)	Various	Various	714,200	714,200	Contingent
<b>TOTAL INTEREST BEARING LOANS</b>			<b>\$5,592,135</b>	<b>\$2,956,237</b>	

**The District has the ability to meet the next six months of cash flow requirements.**

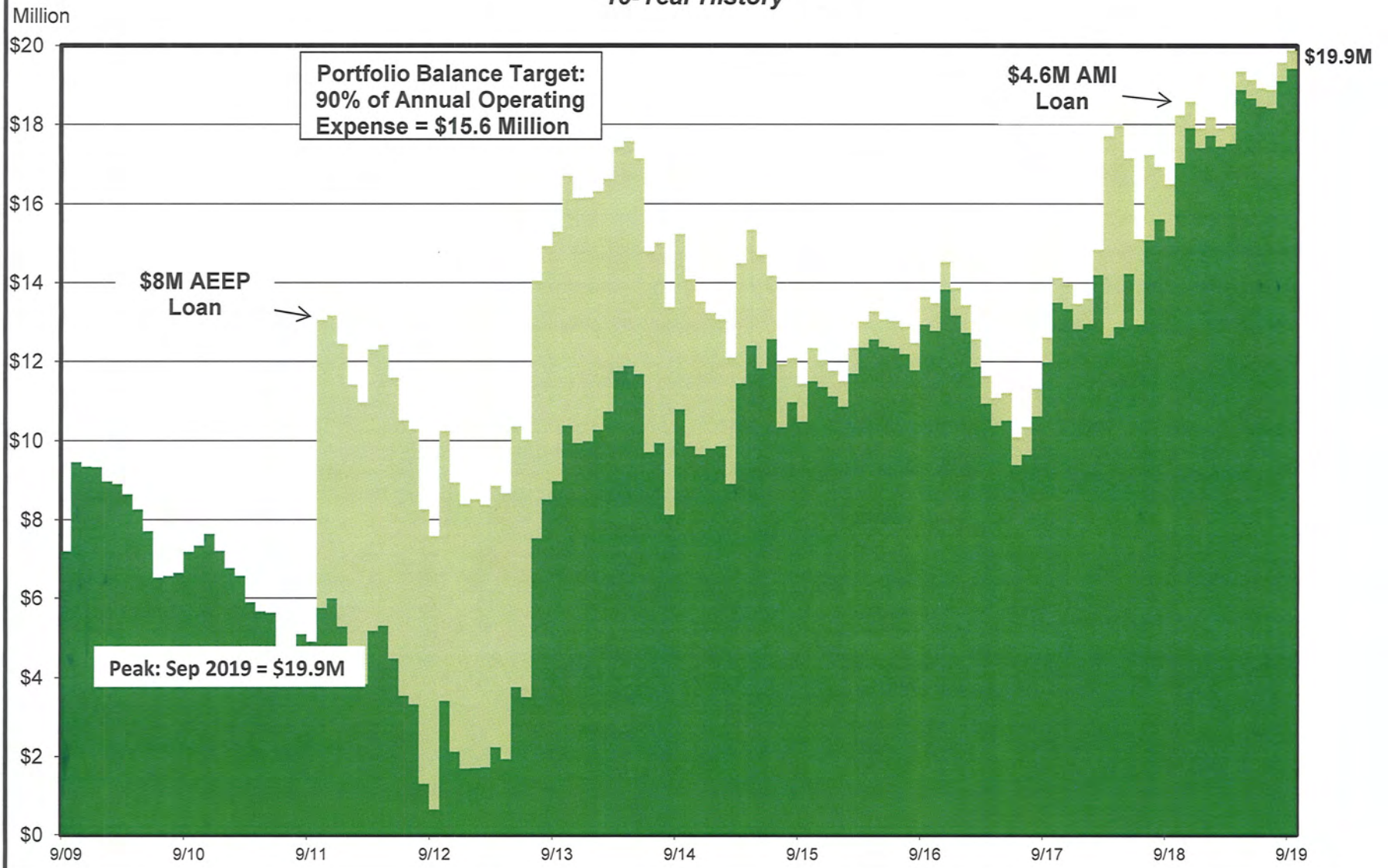
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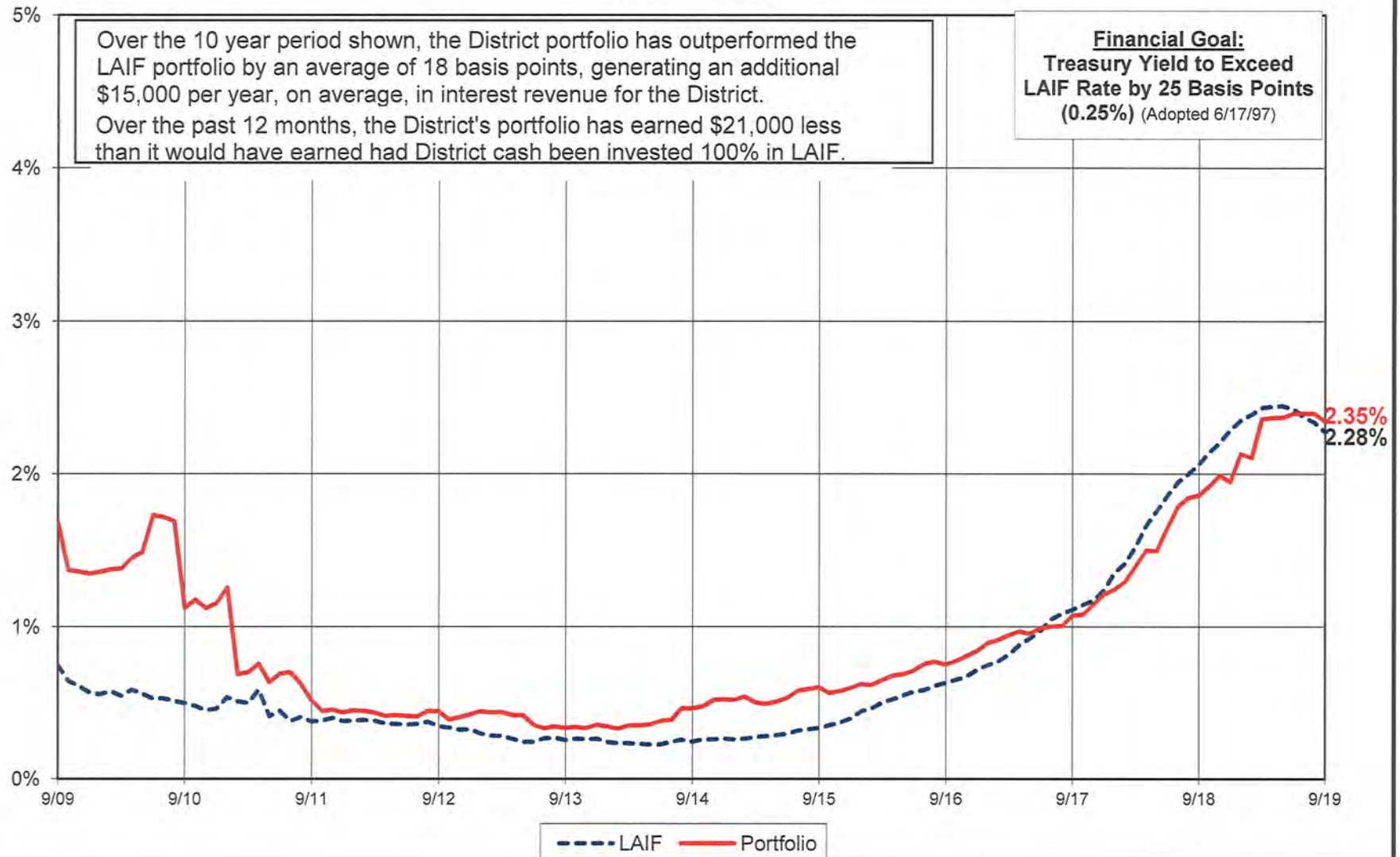
## NMWD Portfolio Balance 10-Year History



10/11/2019

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## NMWD Portfolio Rate of Return State of CA Local Agency Investment Fund vs District Portfolio 10-Year History



6

## MEMORANDUM

To: Board of Directors  
From: Ryan Grisso, Water Conservation Coordinator *RG*  
Subject: Approve Text for Fall 2019 Novato "Water Line", Volume 20, Issue 43  
V:\Memos to Board\Fall 2019 WaterLine Text 1019.doc

October 11, 2019

**RECOMMENDED ACTION:** Approve Fall 2019 Novato "Water Line" Text  
**FINANCIAL IMPACT:** \$8,000 (Included in FY 2019/2020 Budget)

Draft text and design for the Fall 2019 Novato "Water Line", Volume 20, Issue 43 is attached for your review. This is the first step in implementing action items from the recently adopted Communications Strategy and Plan and is a newly design created by Kiosk. Should any Board member have individual comments please provide them to the General Manager at the Board meeting on October 15, 2019. It is expected the "Water Line" will be mailed in late October 2019.

RECOMMENDATION

Board authorize General Manager to approve final text and design of Fall 2019 Novato "Water Line", Volume 20, Issue 43.

Approved by GM



Date

*10/11/19*



# The Waterline

Novato's Service Area Newsletter | Volume 20 | Issue 43 | Fall 2019



## Water Supply Update Fall 2019

Drew McIntyre, General Manager

This summer NMWD customers were supplied potable water from the Russian River and Stafford Lake. Recycled water purchased from Novato Sanitary and Las Gallinas Valley Sanitary Districts has allowed us to expand our distribution of recycled water, which supplies large landscape irrigation customers and various commercial car washes in Novato. Recycled water customers have increased from 44 to 96 over the last five years. In total, recycled water delivery capacity is quickly approaching 30% of Stafford Treatment Plant capacity. This directly addresses the District's 2018 Strategic Plan Goal No. 1: to increase local control and long-term water supply reliability.

Current water supplies on the Russian River are at good levels. At Stafford Lake, water supply is above average, with last winter's rainfall being 28% above average.

State legislation passed in November 2009 (SB7X-7) required a 20% reduction in per capita water use by 2020. That goal has been met by NMWD. Water consumption over the last fiscal year was ~25% below typical production levels of the early 2000's.

We don't know what winter rainfall levels will be, but we encourage customers to continue using water efficiently and participate in our Water Smart Savings programs.



As previously reported, the state is developing long-term water use efficiency measurements based on legislation passed in 2018. They focus on urban and agricultural water use and drought resiliency. New regulations are expected in 2022, with compliance triggers starting in 2023.

During fiscal year 2018/19, the District continued to invest in significant infrastructure projects, expending close to \$4M to ensure the reliable delivery of good quality water. See highlights of the FY 2018/19 Capital Improvements Projects on Page 2. The current cost of water service for a typical Novato customer — at the median of 16 comparable urban area retail water agencies — continues to offer good value.

## NMWD Preparations For The Public Safety Power Shutoff (PSPS)

Robert Clark, Operations/Maintenance Superintendent

In Spring 2019, PG&E updated its Community Wildfire Safety Program (CWSP), which included public safety power shutdowns under the PSPS program, if extreme fire danger conditions threatened a portion of the electric system.

PG&E supplies power directly to NMWD's drinking water treatment plant, along with water distribution systems and facilities and is critical to the 24/7 operational needs of these facilities. To ensure reliable water service for NMWD's 61,000 water customers, the NMWD Board authorized the purchase/rental of numerous additional back-up generators that could be deployed during

potential power shutoff periods. NMWD also coordinated with Sonoma Water and the other water utilities served by the Russian River water system to be similarly prepared with backup generators should there have been a power shutdown anywhere along the Russian River transmission system.

In the future, NMWD urges all customers to be prepared for power shut offs and possible utility service interruptions and resulting calls for water conservation.

## Rate Study

Julie Blue, Auditor/Controller

NMWD currently bills customers under a rate structure comprised of 16 rates categorized by commercial (or non-residential), residential, elevation zones, and seasons.

NMWD has begun a detailed study of the current rate system. This study is being conducted by an independent outside consultant who is completing a comprehensive and complete cost of service report and rate study to set and validate future water rates.

Learn more about upcoming public hearings and workshops on our website

[nmwd.com](http://nmwd.com)

## NMWD's AMI Project Is Complete

Julie Blue, Auditor/Controller

Last Spring, NMWD announced that the Advanced Meter Information (AMI) system deployment program was complete. The District commenced deployment of an AMI system to improve water use efficiency as well as meter reading efficiency, accuracy, and customer service.

Customers now have access to hourly water use data and are able to set up alerts for high use and leak events on the WaterSmart Portal. Visit [onlinebiller.com/nmwd](http://onlinebiller.com/nmwd) to register. Customers with issues registering or logging on to [onlinebiller.com/nmwd](http://onlinebiller.com/nmwd) or the WaterSmart Portal, please call 415-897-4133 and we can guide you through the process.



## Transition To By Division Elections

The District has transitioned from at-large elections to by division elections. Our new District Elections page contains up-to-date information regarding the process and can be found at [nmwd.com](http://nmwd.com).

# Pay your bills online.

Visit [onlinebiller.com/nmwd](http://onlinebiller.com/nmwd)





## Capital Improvement Project Recap

Rocky Vogler, Chief Engineer

Our Capital Improvement Project continues to show significant progress, with pipeline upgrades, new recycled-water irrigation at over 40 sites, and other infrastructure improvements.

### Country Lane Pipeline Replacement

We replaced the original two inch thin-walled plastic main line with a new six inch main line and hydrant. This work addresses multiple recent pipeline breaks and will provide adequate flows for firefighting.

### Montego Keys Pipeline Replacement

We replaced approximately 260 feet of eight inch main line pipe in the 300 Block of Montego Key, in order to prevent additional main line breaks occurring due to ground settlement.



### Lanham Village Plastic Service Line Replacement

In Lanham Village, we replaced plastic services — originally installed in the mid-1980's — with copper services to avoid costly service line breaks in the future.

### Central Recycled Water Onsite Retrofits

We converted the onsite irrigation systems from potable to recycled water, at over 40 sites in the Central Recycled Water Service. This retrofit includes commercial and irrigation customers in the Rowland Blvd, Redwood Blvd and Ignacio Blvd corridors.

### Stafford Treatment Plant — Coat Concrete Clearwells

The uncoated concrete surfaces in the underground clearwells were degrading over time. This project included surface preparation of the existing concrete, followed by applying a thick film, 100% solids, elastomeric polyurethane coating.



## Fall Is Here!

Shorter days and cooler temperatures are here. Remember to turn off or adjust watering times for your irrigation system. As plants slow their growth with the decreasing daylight, they also slow down their water use. Cut back on watering as needed — sometimes by as much as one third to one half.



999 Rush Creek Place  
PO Box 146  
Novato, CA 94948  
[nmwd.com](http://nmwd.com)

PRESORTED  
STANDARD  
U.S. POSTAGE  
PAID  
SAN RAFAEL,  
CA PERMIT  
NO 2

## Water Smart Savings Program

North Marin Water District wants to help customers use water efficiently. That's why we've put all of our water saving promotions under one umbrella. The Water Smart Savings Program encompasses all you need to get started on saving water and saving money. Call (415) 761-8944 for program details or visit [www.nmwd.com](http://www.nmwd.com)

### Water Smart Home Survey

This free service includes thorough indoor and outdoor water efficiency checks.

### Rainwater Catchment Rebate

Rebate for collection and storage of rainwater.

### High Efficiency Clothes Washer Rebate

NMWD offers a rebate to customers when they purchase a qualifying high efficiency clothes washer.

### Cash for Grass Rebate

Get cash for removing irrigated and maintained lawn and replacing it with low water use plants. Pre-qualification required.

### Water Smart Landscape Rebate

Rebates available for water efficient landscape equipment, such as a new drip irrigation system replacing a spray system or a rain shut off device.

### High Efficiency Toilet Rebate

Customers who replace an old water-guzzling toilet with a high efficiency toilet may be eligible for a rebate.

Find out about more the Water Smart Savings program on our website

[nmwd.com](http://nmwd.com)

**7**



## MEMORANDUM

To: Board of Directors October 11, 2019  
 From: Ryan Grisso, Water Conservation Coordinator *RG*  
 Subject: Approve – First Amended Reimbursement Agreement with Sonoma County Water Agency for the North Marin Water District Water Conservation Program  
V:\Memos to Board\Amended 2016 Water Conservation Reimbursement Agreement with SCWA.docx

**RECOMMENDED ACTION:** Board approve and authorize the General Manager to execute the First Amended Reimbursement Agreement for the North Marin Water District Water Conservation Program, with Sonoma County Water Agency.

**FINANCIAL IMPACT:** \$210,000 (Included in FY2016/17, FY2017/18, FY2018/19, FY2019/20, and FY2020/21 Budgets)

The Sonoma County Water Agency (Agency) has assisted North Marin Water District (District) staff in water conservation program implementation for the past five years through two reimbursement agreements (Executed in 2014 and 2016), primarily with administration of the Water Smart Home Survey Program. The Agency also assists, as needed, in the Large Landscape and Commercial Audit Program, and general water conservation assistance to District staff. This partnership has been successful and District staff has requested continued assistance from the Agency with water conservation program implementation for another two fiscal years. Attached is an Amended Agreement between the Agency and District authorizing District reimbursement to Agency for select water conservation programs administered for the District by the Agency (Attachment 1) to extend the time through the end of FY2020/21. The original Agreement allocated \$210,000 for reimbursement to the Agency for program assistance, however yearly reimbursable expenditures have been less than that budgeted and the originally approved \$210,000 of the Agreement should carry through FY 2020/21. No additional funding approval is needed at this time and this Amended only increases the duration of the Agreement.

RECOMMENDATION

Board approve and authorize the General Manager to execute the First Amended Reimbursement Agreement for the North Marin Water District Water Conservation Program with Sonoma County Water Agency extending the agreement two additional years.

Approved by GM *DD*

Date *10/11/19*



## **First Amended Reimbursement Agreement for the North Marin Water District Water Use Efficiency Program**

This first amended agreement (“First Amended Agreement” or “Agreement”) is between the **Sonoma County Water Agency**, a body corporate and politic of the State of California (hereinafter “Sonoma Water”), and **North Marin Water District** (hereinafter “NMWD”).

### **RECITALS**

- A. NMWD and Sonoma Water share the goal of promoting increased water use efficiency in order to reduce operating costs, avoid or defer capital improvement costs associated with expansion of water supply and wastewater disposal systems, minimize associated environmental impacts, and meet the criteria and standards of state and federal regulatory agencies.
- B. NMWD and Sonoma Water are parties to the Restructured Agreement for Water Supply (“Restructured Agreement”), which authorizes Sonoma Water to implement and fund water conservation measures that are cost-effective and will reduce water demands on Sonoma Water’s water transmission system.
- C. NMWD and Sonoma Water are signatories to the Memorandum of Understanding Regarding Urban Water Conservation in California (MOU) as governed by the California Urban Water Conservation Council (CUWCC).
- D. The MOU identifies water conservation Best Management Practices (“BMPs”) that achieve long-term reductions in per-capita water demand to improve supply reliability, reduce the impact of short-term water shortage conditions, and provide a more accurate basis for future water management planning efforts.
- E. In addition, NMWD and Sonoma Water are members of the Sonoma-Marín Saving Water Partnership whose intent is to provide regional solutions for water use efficiency.
- F. Sonoma Water and NMWD have cooperated to develop, implement, and fund a water use efficiency program (“Program”) and NMWD desires Sonoma Water’s continued assistance in developing and implementing NMWD’s water conservation measures as described in Exhibit A, which is an integral part of this Agreement.
- G. NMWD is requesting services and materials from Sonoma Water for implementation and administration of NMWD’s Program, and will reimburse Sonoma Water for its costs.
- H. Sonoma Water and NMWD do mutually desire to cooperate in the implementation of NMWD’s Program.
- I. Sonoma Water and NMWD first entered into this Agreement on June 30, 2016.
- J. This First Amended Agreement adds two years to the Agreement term at no additional cost, for a new end date of December 31, 2021, to allow NMWD to utilize the funds left in the Agreement.

- K. In addition, this First Amended Agreement changes occurrences of “Water Agency” to “Sonoma Water.”
- L. This First Amended Agreement supersedes all previous agreements between the parties

## **AGREEMENT**

NMWD and Sonoma Water agree as follows:

### **1. RECITALS**

- A. The above recitals are true and correct.

### **2. DEFINITIONS**

- A. For the purposes of this Agreement the following terms and definitions shall be used:
- 1) Measures: Components of the Program are identified in Exhibit A.
  - 2) Participants: NMWD-approved water customers who apply to participate in individual Measures as described in Exhibit A.
  - 3) Program: Collectively, the water use efficiency Measures described in Exhibit A, and related activities Sonoma Water has agreed to perform that may be reimbursed by NMWD under this Agreement.
  - 4) Sonoma Water-run Program: Water use efficiency Measures described in Exhibit A and implemented for NMWD by Sonoma Water.

### **3. COORDINATION**

- A. NMWD shall coordinate work with Sonoma Water’s Representative. Contact information:

<b>Sonoma Water</b>	<b>NMWD</b>
Sonoma Water Representative: Kris Loomis, Programs Specialist II, or assigned personnel 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-524-1165 Email: Kris.Loomis@scwa.ca.gov	NMWD Representative: Ryan Grisso, or assigned personnel 999 Rush Creek Place Novato, CA 94945 Phone: 415-897-4133 ext. 8421 Email: Rgrisso@nmwd.com

### **4. NMWD'S RESPONSIBILITIES**

Assist Sonoma Water with administration of Program as follows:

- A. Direction: Provide Sonoma Water Representative with requested policy and/or direction during Program.
- B. Meeting Facilities: Provide meeting facilities as necessary.
- C. Marketing Data: Provide Sonoma Water Representative with access to water customer billing data to be used for marketing various water use efficiency Measures.
- D. Applicant Review: Review Sonoma Water-submitted list of applicants requesting Program rebates or incentives to determine if applicant is a qualified Participant to receive a rebate or incentive.

- E. CUWCC Online BMP Report: Enter BMP data on CUWCC online forms, as required by CUWCC.
- F. Record Keeping: Maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to Sonoma Water at all reasonable times for inspection and analysis.
- G. Payment: Make payment to Sonoma Water as specified in Paragraph 6.

## 5. SONOMA WATER'S RESPONSIBILITIES

- A. Coordination: Coordinate, document, and report on the Measures that Sonoma Water performs, including management, administration, budget, and follow-up of Measures described in Exhibit A, and provide staff to respond to incoming water use efficiency calls from NMWD customers as needed.
- B. Collateral Materials: Design and produce Program brochures and applications, as applicable and approved by NMWD.
- C. Quarterly Reports: Prepare quarterly reports summarizing status of Measures completed by Sonoma Water and submit the report to NMWD.
- D. CUWCC Online Reporting: Annually enter BMP data on CUWCC online forms for Sonoma Water-run Measures.
- E. Record Keeping: Sonoma Water will maintain complete and accurate records of all Sonoma Water costs and transactions associated with performance of Sonoma Water's responsibilities under this Agreement in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records will be available to NMWD at all reasonable times for inspection and analysis.

## 6. FUNDING

- A. Payment to Sonoma Water:
  - 1) Amount: NMWD shall pay Sonoma Water for services and materials authorized and incurred under this Agreement. Total amount paid to Sonoma Water shall not exceed \$210,000. Reimbursement amount shall be determined based on current weighted labor rates, including overhead, for Sonoma Water Representative listed in Paragraph 3.A and assigned support staff, plus actual costs of applicable materials.
  - 2) Invoices: Sonoma Water shall invoice NMWD quarterly for reimbursement of expenses incurred by Sonoma Water for Program. Invoices submitted to NMWD by Sonoma Water shall include a complete cost accounting by Measure and be clearly marked with Sonoma Water's invoice number and "Reimbursement Agreement for the North Marin Water District, Water Use Efficiency Program Funded in Fiscal Year 2016/2017, 2017/2018, 2018/2019, 2019/2020, and 2020/2021, TW 15/16-113." Upon receipt, review, and approval of invoice and Quarterly Status Report, NMWD will pay Sonoma Water for Program costs as authorized herein and itemized in said invoice(s).

## **7. MUTUAL INDEMNIFICATION**

- A. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **8. TERM OF AGREEMENT**

- A. The term of this Agreement shall be from June 14, 2016 ("Effective Date") until depletion of the not-to-exceed amount listed in Paragraph 6, or until December 31, 2021, whichever occurs first, unless terminated earlier in accordance with the provisions of Paragraph 9.

## **9. TERMINATION OF AGREEMENT**

- A. This Agreement may be terminated by either party for any reason upon thirty calendar days' written notice by either party. Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager.

## **10. ADDITIONAL REQUIREMENTS**

- A. Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the Agreement or significantly lengthen time schedules, may be executed by Sonoma Water's General Manager in a form approved by County Counsel. Notwithstanding this authority, neither Sonoma Water nor NMWD is under any obligation to approve such amendments.
- B. No Waiver of Breach: The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- C. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.  
  
NMWD and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. NMWD and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- D. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- E. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- F. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- G. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- H. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- I. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

TW 15/16-113A

Approved as to form:

By: \_\_\_\_\_  
Adam Brand, Deputy County Counsel

**Sonoma County Water Agency**

**North Marin Water District, a public agency**

By: \_\_\_\_\_  
Grant Davis  
General Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
(Please print name here)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Water Use Efficiency Program Summary

Sonoma Water will assist NMWD with Program management including, but not limited to, verifying eligibility, processing rebates, tracking participation, developing marketing or outreach materials, and scheduling Program-related appointments. Measures may include, but are not limited to:

#### Water Smart Home Survey

NMWD will participate in, and Sonoma Water will coordinate, the Water Smart Home Surveys. Sonoma Water will perform a site evaluation of indoor and outdoor water-using fixtures and then provide a report with a list of water savings recommendations to the customer. Sonoma Water will provide NMWD with copies of the customer reports, as requested. Sonoma Water will send a weekly summary of bill adjustment surveys, including date of survey, address, whether the leak was fixed, if a full survey was performed and any applicable notes.

NMWD will provide Sonoma Water with water use data from customers who request a Water Smart Home Survey.

#### Residential and Commercial, Industrial and Institutional High Efficiency Toilet (HET) Rebate

Sonoma Water will assist with the implementation of HET rebates including developing marketing pieces, verifying customer eligibility and scheduling appointments for customers. The HET rebates offer an incentive to customers to replace inefficient toilets with a more efficient models.

#### Water Smart Landscape Rebate

Sonoma Water will assist NMWD with administering the landscape equipment rebates. Sonoma Water will qualify customers through a Water Smart Home Survey, issue the customer a rebate application, and discuss what equipment is eligible for the rebate.

#### Cash-for-Grass Turf Replacement Rebate and Lawn Be Gone

Sonoma Water will assist NMWD with administering the Cash-for-Grass Turf Replacement rebates and Lawn Be Gone incentives. Sonoma Water will qualify customers through a Water Smart Home Survey and issue the customer a rebate application. The Cash-for-Grass Turf Replacement rebate encourages customers to replace lawn with either low water use plants or synthetic turf.

Sonoma Water will assist NMWD with Cash-for-Grass Turf Replacement Incentive landscape plan review at NMWD offices as needed.

Sonoma Water will assist NMWD with Lawn Be Gone incentive program as needed. Sonoma Water will qualify customers through a Water Smart Home Survey and communicate customer interest to NMWD to further facilitate the incentive program.

#### Weather Based Irrigation Controller Rebate

Sonoma Water will assist NMWD in administering the Weather Based Irrigation Controller Rebate, which encourages customers to install this type of controller to better manage water use. Sonoma Water will qualify customers through a Water Smart Home Survey, issue the customer a rebate application, and discuss what equipment is eligible for the rebate.

#### Residential Clothes Washer Rebate

Sonoma Water will assist NMWD in administering the Residential Clothes Washer Rebate which encourages customers to replace existing washing machines with high-efficiency clothes washers that use less water. Sonoma Water will qualify customers through a Water Smart Home Survey, issue the customer a rebate application, and discuss what equipment is eligible for the rebate.



8

## MEMORANDUM

To: Board of Directors October 11, 2019  
 From: Ryan Grisso, Water Conservation Coordinator *RG*  
 Subject: Approve – Agreement with Kiosk for Public Communications Plan Implementation  
V:\Memos to Board\Public Outreach Implementation.doc

**RECOMMENDED ACTION:** Approve Agreement with Kiosk

**FINANCIAL IMPACT:** Up to \$60,000 (Up to \$30,000 Increase in FY20 Budget)


As a result of the North Marin Water District 2018 Strategic Plan, a series of goals were developed. Goal 2, Customer Engagement and Service, focused on increased communication with customers to improve public understanding and support for District policies and to facilitate customer input and engagement. To accomplish this goal, development of an annual public communications (or public outreach plan), including a strategy for more effective social media outreach was recommended.

To help develop a more comprehensive and strategic communications plan, staff solicited the services of Kiosk, a local Novato full service marketing firm with extensive project experience. Kiosk completed a draft Public Communications Strategy and Plan and presented their findings and recommendations to the Board at the September 3, 2019 meeting. The draft Public Communications Strategy and Plan document was formally presented to the Board for an initial review at the September 17, 2019 meeting. The Plan includes their process for development including their research and analysis and their strategy and planning. The Strategy is to implement communications with five objectives including; 1) Recognition; 2) Reach; 3) Educate; 4) Engage; and 5) Build Trust. The Plan gives detailed descriptions of specific communications measures intended to achieve each objective and also includes a 2-year implementation plan with an estimated budget cost of the five objectives by fiscal year. This Plan was adopted by the Board at the October 1, 2019 meeting (Attachment 1).

The Board is requested to authorize the General Manager to enter into a consulting agreement with Kiosk to assist in implementing the first year recommended actions in the adopted Public Communications Strategy and Plan in the amount not to exceed \$60,000. A summary tabulation of the budget recommendations is also attached for your review (Attachment 2). This approval could exceed the FY 20 Water Conservation and Public Outreach budget by up to \$30,000; however, staff will keep a close eye on the overall expenditures for the remaining fiscal year and will come back to the Board for a budget augmentation if needed.

RECOMMENDATION

Board authorize the General Manager to execute Agreement with Kiosk to assist in the

Approved by GM 

Date 10/11/19

Communication Plan implementation in an amount not to exceed \$60,000.



Communications Strategy & Plan for FY 2019/2020

V2.0 September 2019

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## 1. Introduction

The North Marin Water District 2018 Strategic Plan, which was adopted by the board on June 19, 2018, identified the need to increase the frequency of the District's communication with customers, to use communication channels to share positive stories, and to obtain greater input from customers.

In 2019, North Marin Water District commissioned Kiosk, a marketing and communications company, to review the District's current communications, conduct research, and to develop a Communications Strategy and Plan for 2019/2020.

This plan outlines the District's commitment to communications and community engagement. It reflects input and insights from our customers, board members, employees, and communications consultants, and has been inspired by industry best practices.

This is a dynamic plan that commits to District communications that are accessible, accurate, actionable, credible, recognizable, relevant, timely, and understandable. This plan is a resource and reference designed for continuous updates by North Marin Water District's communications coordinator and agents.

It is intended to provide the framework for future communications and community engagement planning.

## 2. Process

North Marin Water District embarked on the Communications Strategy and Planning project in May 2019. The District wanted to ensure that adequate research and outreach had been undertaken to inform the new Plan.

### Research and Analysis

#### Briefing and Project Planning Meetings

Consultants from Kiosk met with North Marin Water District staff to be briefed on the project, and to agree key objectives, deliverables and timeline.

#### Situational Analysis and Communications Audit

An audit document was prepared listing all communication channels, outlets and media that the North Marin Water District's staff are using, and the format and frequency of communications, as well as the actual or estimated reach of the various communications. Consultants reviewed the audit and the existing North Marin Water District public communications channels and materials to evaluate opportunities to increase and improve customer engagement and outreach.

#### Sector Analysis and Peer Organizations Review

Consultants reviewed best practices in communications, and outreach and engagement strategies from eight other water districts and public sector organizations to scout for best practices and learnings. These

reviews provided new ideas for the improvement and expansion of North Marin Water District's communications and messaging. Some of the organizations were selected based on feedback gathered during stakeholder interviews.

### Audience Analysis

Staff and consultants discussed and reviewed the various audiences and stakeholders that North Marin Water District communications need to reach and engage with. This was completed in order to consider the specific needs of each audience, and to ensure that representatives of the main audience categories had provided input into the Communications Strategy and Plan.

### Stakeholder Interviews with North Marin Water District Staff and Board Directors

Consultants met with four North Marin Water District staff and two Board Directors to talk to them about current and future communications, including audiences, objectives, needs, challenges, opportunities, types of communications, categories, themes and cadence.

### Customer Focus Groups

In addition to the stakeholder interviews, project consultants also held focus group sessions with members of the community, including residential customers and business customers. Respondents were selected by researchers to represent a cross section of community. They were asked to provide feedback about how they wished to get information from, and engage with, the District, and about how the District could improve its communications and outreach, including how the website could be improved.

### Analysis of Feedback

Feedback and information collected during the Research phase was analyzed and summarized. Over 50 actionable ideas were generated as a result of the research and outreach, and a number of key insights emerged which were then subject to further review, discussion, ideation and planning by consultants and District staff. These ideas and insights formed the bedrock of the Strategy and Plan.

## **Strategy and Planning**

### Communications Strategy Development

Based on learnings, interviews, customer feedback and research findings, Consultants developed the overarching strategy, with input from staff, which included establishing the Key Audiences, identifying five key Communications Objectives (which support the District's stated Vision and Values ) and agreeing the eight Key Principles which all District communications should adhere to. The Audiences, Objectives and Communication Principles are expected to be the basis of the District's Communications Strategy for years to come, though District staff will review them periodically to ensure that they are still correct and relevant.

### Communications and Outreach Plan Development

With the overarching Strategy established, the 2019/2020 Communications and Outreach Plan was developed. It outlines the communication and engagement initiatives and actions that the District will focus on during the next fiscal year and into fiscal year 2020/2021 in order to reach the objectives set out in the Strategy, and details how these will be measured or evaluated. As with the Strategy, it reflects priorities and ideas generated by the Research outreach. It includes recommendations, priorities and suggested budgets.

### Communications and Outreach Activity Calendar

The Plan has also been rolled out to a 12-month Communications and Outreach Activity Calendar, which details channels, and cadence/ timing for the recommended activities and initiatives. The Activity Calendar is intended to be a working document, and updated throughout the year.

## **3. Key Insights from Communications Research**

While there were over 80 actionable ideas generated from the outreach and research, six emerged as 'key themes' due to the number of times they were cited by the various customer and stakeholder groups:

1. **Customers are keen for more/ better information** - pertaining to water use and conservation
2. **NMWD website refresh is a priority** - significant issues and frustrations with the current site
3. **Communications need to reinforce quality & positivity** - this will build customer trust
4. **Increased social media support is a priority** - to push content from web and increase engagement
5. **NMWD's brand to be updated, used consistently** - image needs to reflect quality and innovation
6. **NMWD staff are well regarded** - presenting the human side of the organization will be beneficial

## **4. North Marin Water District - Overarching Communications Strategy**

### Communications Objectives

The overarching Communications Objectives for the North Marin Water District are as follows:

1. **RECOGNITION** - Improve the NMWD brand identity, and use it more consistently to increase awareness
2. **REACH** - Reach more NMWD customers and voters, and improve access to information
3. **EDUCATE** - Educate and inform NMWD customers and provide helpful, relevant, timely information
4. **ENGAGE** - Engage NMWD's customers, increase feedback and input and build awareness of initiatives
5. **BUILD TRUST** - Continue to grow and expand the trust of customers, the community and voters

### Communications Principles

All communications from North Marin Water District should aim to adhere to the following principles:

1. **Accessible** to all persons in our community, both in terms of language, availability and technology
2. **Accurate** communications that state facts clearly, and provide contact details, next steps and actions
3. **Actionable** communications that move our audiences towards action, mobilizing our customers
4. **Credible & Transparent** being trusted, coordinating with partners, and speaking with one voice
5. **Recognizable** making the North Marin Water District brand and communications consistent
6. **Relevant** tailoring communications for our audiences. Ensuring communications are aligned with our



mission and strategic goals

7. **Timely** frequent, regular, well-prepared scheduled communications; responding quickly to situations and emergencies
8. **Understandable** use plain language, avoid acronyms, tell stories, make communications visual

### **Audiences for Communications and Engagement**

The North Marin Water District has multiple audiences and stakeholders that require different communications and sometimes different modes of communications. Key audiences are as follows:

Core Audiences	Residential Customers (approximately 61,000)  Householders are split fairly evenly between those who prefer traditional communication methods (print, mail) and those who prefer digital communication methods (web, email)
	Business Customers (approx 2,500*)
	HOAs and Property Managers (approx 500)
	Employees (internal)
Secondary Audiences	Landscape companies and contractors
	Local, Regional, and State agency partners
	Media (newspapers, online news sites, magazines, TV and radio shows etc)
	Community groups

(\* Source: 2010 Census Data and City of Novato)

Within any subset of the District's key audiences, consideration needs to be given to those who require communication in a different language, format or delivery method.

### **Key Communication Channels**

At the time of writing, North Marin Water District's current key communications tools and channels include:

<b>Online</b>	<b>Link</b>	<b># Likes/ Users</b>	<b>Post Frequency</b>
Website	<a href="https://www.nmwd.com">https://www.nmwd.com</a>	-	-
Water Smart Portal	<a href="https://www.onlinebiller.com/nmwd">https://www.onlinebiller.com/nmwd</a>	Unknown	
Facebook	<a href="https://www.facebook.com/NorthMarinWaterDistrict/">https://www.facebook.com/NorthMarinWaterDistrict/</a>	1,183	Twice a month
NextDoor	<a href="https://nextdoor.com/agency-detail/ca/novato/north-marin-water-district/">https://nextdoor.com/agency-detail/ca/novato/north-marin-water-district/</a>	22,000+ 58 neighborhoods	Once a month
Linked In	<a href="https://www.linkedin.com/company/north-marin-water-district/">https://www.linkedin.com/company/north-marin-water-district/</a>	-	Never
YouTube	<a href="https://www.youtube.com/user/NMWD1948?feature=BF">https://www.youtube.com/user/NMWD1948?feature=BF</a>	2	No posts since 2013
Instagram	<a href="#">NorthMarinWaterDistrict</a>	173	Once a month

<b>Offline</b>	<b>Description</b>	<b>Reach/ Distribution</b>	<b>Frequency</b>
Water Lines Newsletter	Water District Newsletter that is distributed to all households and businesses within the district	Unknown	Twice per year Spring & Fall
Conservation Flyers	Informational flyers e.g. "Why Mulch?"	Unknown	One to two printed each year
Sonoma Marin Water Saving Partnership Campaign	Annual multi-media public outreach campaign focusing on water use efficiency. Campaign includes print and radio ads in English and Spanish language.	~600,000	Once per year
Highway 101 Banner	Banner mounted on the heavy equipment shed in the NMWD yard with a water conservation theme (to dovetail with SMWSP campaign)	Unknown	Perpetual
Public Outreach Events	NMWD has participated in the following events, usually by having an information		

	table or booth: <ol style="list-style-type: none"> <li>1. Tour of Novato: Booth with games and giveaway items</li> <li>2. Eco-Friendly Garden Tour: Table at garden tour (one garden)</li> <li>3. Residential Evacuation Drill: Booth at Margaret Todd Senior Center event</li> <li>4. City of Novato Sustainability Fair: Booth with giveaways and info</li> <li>5. 4th of July Parade: NMWD float and giveaways</li> </ol>	Unknown	Each up to once per year
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## North Marin Water District

### 2019/2020 - 2020/2021 Communications Plan

The Communications Plan for North Marin Water District's fiscal year 2019/2020 and 2020/2021 outlines the communication and engagement initiatives, goals, tactics and actions that the District will focus on during the next two fiscal years in order to reach the objectives set out in the Strategy. It also details how these will be measured and/or evaluated. As with the Strategy, it reflects priorities and ideas generated by representatives of the community and the District's various stakeholder audiences during research and outreach.

The Plan sets out to achieve each Communications Objective, and is organized according to each objective, rather than by audience, by timing or by channel.

### Phased Approach to Implementation

In terms of implementation, it is important to note that we are recommending that the plan is organized into two phases:

#### Phase One: 2019/2020

The first phase of the plan will focus on establishing tools, creative elements and materials to improve and increase outreach with. It could be considered as setting the new baseline of communications quality. The new Activity Calendar will help ensure that communications are consistent in terms of quality, brand, messaging, and cadence.

#### Phase Two: 2020/2021

The second phase of this Communications Plan will focus on establishing larger-scale outreach initiatives and innovative events to extend and amplify reach. This phase will raise the bar, putting the District in a leading position in terms of best practice and innovation.

## **Objective 1: RECOGNITION**

### **Improve our brand identity, and use it more consistently to increase awareness**

- 1.1      Goal:                    **Standardize and extend the North Marin Water District brand**
- Summary:                    The District does not need a new logo, but it does need a working set of brand files and brand standards which staff and agents can adhere to, in order to ensure standardization and consistency. The brand is more than just the logo, fonts and colors, and there is an opportunity to extend and enhance the District's brand image through professional photography, video, messaging and outreach content.
- Recommended  
Action(s):                    (i) Create a working set of logo files (stacked, horizontal and device-only versions of the logo in both color and mono in three commonly used file formats), and make these available online for staff and agents to download as needed.
- (ii) Create a set of Brand Guidelines, to include acceptable logo usage, brand fonts and brand colors.
- (iii) Create Messaging Guidelines to ensure consistency in how we talk about the organization, and the tone of voice we use.
- (iv) Commission photography of NMWD's board, staff, in action and more conceptual 'lifestyle' images that convey the quality and value of NMWD's services.
- (v) Develop some employee profiles for use on web and social media to humanize the organization, to celebrate our talent and to help attract candidates for job openings.
- Recommended  
Budget Year 1:              \$10,575.00
- Timing:                        Fall 2019 and Winter 2020
- Evaluation:                    (i) Gain feedback from stakeholders who use the logo(s) to evaluate ease of use.  
   (ii) Perceptual: anecdotal customer and staff feedback to enhanced brand image
- 1.2      Goal:                    **Produce new and improved outreach support materials to establish identity**
- Summary:                    There is an opportunity and a desire for North Marin Water District's communication and outreach materials to match the high quality of the water itself and the customer service that the District provides. This can be achieved with a review and redesign of key District outreach materials and templates, and the launch of a new and improved website and social media visuals.
- Recommended  
Actions:                        (i) Design refresh of existing communications materials, including Presentation. template, Annual Report, Water Quality Report, Water Lines newsletter, and Flyers.
- (ii) New photography (as identified in 1.1 above).
- (iii) New website look, content and features (as identified in 3.1 below).

- (iv) Design social posts template and create branded, visually attractive post images.
- (v) Ensure that new materials for new initiatives adhere to Brand Guidelines and follow the same look and feel.

Recommended  
Budget Year 1: \$5,700.00

Timing: Fall 2019 and Winter 2020.

Evaluation: (i) Staff to review and oversee quality of deliverables.

## **Objective 2: REACH**

### **Reach more of our customers and improve access to information**

2.1 Goal: **Increase and improve access to information**

Summary: There are numerous opportunities for North Marin Water District to improve access to existing information, and to open new communications channels to reach more customers with key information. Some opportunities are important for legal compliance, such as making the website accessible to disabled users. Other opportunities are generally considered to be best practice, such as offering a paperless (email) version of the WaterLines newsletter, and providing key information in Spanish language. According to the 2010 Census, 21.3% of the Novato population is Latino; a percentage that has almost certainly increased in the eight years since. Many Latino residents do not use English as their first language.

Recommended

- Action(s):
- (i) Redevelop the North Marin Water District website to be Section 508 ADA and W3C AA compliant, in order to provide disabled users with ease of access to information
  - (ii) Increase information published in Spanish, especially in key documents. We recommend this is achieved by providing (a) a paragraph in Spanish language in key documents, such as the Annual Report and the WaterLines newsletter, that provides readers with the option to request specific information in Spanish, and (b) by having a page on the NMWD website that addresses Spanish speakers, provides pertinent information (such as how to report a problem or request service) in Spanish, and provides the invitation to request more specific information in Spanish language.
  - (iii) Improve search engine optimization (SEO) on NMWD's website, to increase access to information.
  - (iv) eMail marketing: Make Water Lines available as an eNewsletter, so customers may opt to 'go paperless'.
  - (v) Flyers distributed via partner organizations, community organizations and garden centers to promote key initiatives.

(vi) Strengthen partnerships with community groups (e.g. the Marin Master Gardeners Association) and provide them with information to disseminate on the District's behalf.

(vi) Greater investment in paid outreach, such as bus shelter advertising, posters and social media advertising.

Recommended  
Budget Year 1: \$6,000.00

Timing: (i) to (vi) inclusive to be put in place by March 2020.  
(vii) to be considered for Phase Two initiatives in 2020/2021 fiscal year

Evaluation: (i) Measured using online accessibility checkers; (ii) through (vi) Staff to review and evaluate.

## 2.2 Goal: **Continue to increase social media presence and programs**

Summary: Social media platforms are increasingly important for effective communications and outreach. The District has set up key platforms, but more investment is required to fully utilize these platforms. For example, staff do a good job of publishing key news items, but there is an opportunity to publish a regular, pre-programmed schedule of bite-sized water-saving tips, facts and stats: This kind of content, provided it is useful and interesting, will help to build the District's credibility and reach (number of followers) on social media.

Recommended  
Action(s): (i) Increase Facebook followers to reach more customers: This can be achieved with a paid program inviting customers within the District to 'like' NMWD's page. A higher number of followers ensures that more customers see NMWD posts.

(ii) Develop a program to increase communications through Next Door.

(iii) Set up Twitter as an additional platform for communication.

(iv) Build out social calendar for the year ahead.

(v) Create and launch a sustained social media posts program to share the District's ideas, facts, stats and accomplishments (as distinct from news items).

(vi) Boost NMWD branded posts on social media (paid reach).

Recommended  
Budget Year 1: \$9,000.00

Timing: Starting Winter 2019 and ongoing

Evaluation: Number of followers and extent of engagement to be evaluated by staff and reported on via an annual Communications Audit (see Appendix B).

## 2.3 Goal: **Increase access to Board meetings**

Summary: The District recognizes that board meetings are not well attended by the public throughout the year, and that there are opportunities to improve access.

Recommended Action(s): (i) Share online versions of Board Agendas via social media one or two days before board meetings, reminding the public that they are welcome to attend.

(ii) Video record Board Meetings, and make them available online via the website, to provide wider access to customers who may not be able to attend in person

Recommended Budget Year 1: \$0 - Covered by staff and from other sections

Timing: (i) From Fall 2019 and ongoing. (ii) Phase Two: during fiscal year 2020/2021

Evaluation: Staff to oversee and review (as evidenced online)

### **Objective 3: EDUCATE**

#### **Educate & inform our customers and provide helpful, relevant, timely information**

##### **3.1 Goal: Redesign and redevelop the District's website**

Summary: Improving and redeveloping NMWD's website is the single most important recommendation of this Communications Plan. The need for an updated and improved website was universally stated by staff, board members and customers alike. Crucially, the site is not currently Section 508 ADA compliant, so we are recommending that it is redesigned and redeveloped as soon as budgets allow. In addition to reaching legal accessibility compliance, the site has the opportunity to reach more customers through improved content and search engine optimization, and to provide an easier and vastly improved user experience.

Recommended Action(s): (i) Design and develop a more customer-focused website.

(ii) Ensure that the new site is accessible to all, by achieving Section 508 ADA compliance and W3C AA compliance.

(iii) Improve website interface and navigation to make the site more intuitive and accessible.

(iv) Include visually interesting infographics, stats and facts to ensure that website content is more engaging.

(v) Follow best practice recommendations provided by Kiosk (see Appendix A).

Recommended Budget Year 1: \$700.00 (web is covered under separate proposal)

Timing: We recommend that the new site is launched by December 2019.

Evaluation: Measured using online accessibility checkers and as evaluated by staff

3.2	Goal:	<b>Annual Surveys to assess information needs and communication improvement opportunities</b>
	Summary:	An important 'best practice' for water districts and other local agencies is to gain regular feedback from customers about the quality, frequency and relevancy of outreach and communications, and to request suggestions for improvements. We recommend that North Marin Water District carries out a short, online annual survey to get valuable feedback and to collect ideas. There should be separate surveys for business owners versus residents.
	Recommended Action(s):	<p>(i) Conduct an online residential customers survey and an online business survey that are both incentivized (e.g. "win your last water bill back").</p> <p>(ii) Talk to high-use users to better understand their needs.</p> <p>(iii) Review the findings of the annual survey to feed into the Communications Plan and Activity Calendar, where relevant.</p>
	Recommended Budget Year 1:	\$2,625.00
	Timing:	Starting Spring 2020 and then annually.
	Evaluation:	Successful completion of annual surveys.
3.3	Goal:	<b>Plan, develop and publish useful, relevant content in 2019/2020</b>
	Summary:	Beyond the design improvements detailed in Section 1.2, the District has an opportunity to improve the quality of the content it publishes on the website, via newsletters and in social media. Customers are less inclined to read long, text-heavy web pages and newsletter stories, and are more likely to engage and digest shorter, more visually-led articles and posts - so we should aim for brevity where possible and appropriate. We recommend that content is reviewed and improved each year, and that an editorial calendar is developed for scheduled posts.
	Recommended Action(s):	<p>(i) Plan, develop and publish a regular, pre-programmed schedule of bite-sized water-saving tips, facts and stats, as detailed in Section 2.2.</p> <p>(ii) Improve the New Homeowner information packs.</p> <p>(iii) Create infographics to help communicate accomplishments and to summarize some of the key facts of the Water Quality Report.</p> <p>(iv) Publish tips for saving water and lowering costs.</p> <p>(v) Increased promotion of initiatives and rebates.</p>



(vi) Improve website content, as highlighted in Section 3.1.

Recommended

Budget Year 1: \$1,225.00

Timing: From January 2020 and ongoing.

Evaluation: Staff to oversee and review/ recap improvements annually.

3.4 Goal: **Extend Site and Social Content for 2020/2021**

Summary: In addition to planning, developing and publishing useful, relevant content in 2020/2021 and subsequent years, we recommend that the District invests in video Content during Phase Two (2020/2021 fiscal year) to help educate customers about NMWD water quality and services.

Recommended

Action(s): (i) Commission new short videos that can be used on the website and shared on social media (e.g. an introduction to the water treatment plant).

(ii) Provide relevant information for landscapers and landscape companies, made available online, so that they may advocate for water-saving landscapes and help educate customers.

Recommended

Budget Year 1: \$0 (Planned for Year Two)

Timing: (i) July 2021. (ii) Summer 2021.

Evaluation: Staff to oversee and review/ recap improvements annually.

## **Objective 4: ENGAGE**

### **Engage our customers, increase feedback and build awareness of our initiatives**

4.1 Goal: **New Initiatives and Engagement Events**

Summary: North Marin Water District has the opportunity to extend and amplify reach by creating relevant programs, initiatives and events that positive communications can be built around. Most of these activities are planned for Phase Two of the Communications Plan:

Recommended

Action(s): (i) It is recommended that the District conducts a Public Workshop on fiscal issues & fiscal sustainability to provide transparency and increase public engagement in fiscal issues.

(ii) Annual contest for Eco-Friendly Water Conserving Garden of the Year (encouraging sustainability). Customers would complete an application form to submit their garden for the award; which would be judged by NMWD staff and local gardening and landscape experts. This is a low-cost initiative that would help NMWD generate lots of relevant content, and encourage customers to be water-wise.

(iii) NMWD Water Festival on World Water Day (March 2021); this would be an annual Open House event with information sessions and giveaways. The Open House would include educational and family-friendly activities and would allow staff the chance to interact with customers. The day could also include tours of the water treatment plant.

(iv) There should be a bigger push on Water Smart Home Surveys ongoing which can be achieved via the new website and through social media.

(v) Water Smart Business program: This would involve encouraging businesses to sign up for a water Smart Survey, and providing them with a "We're a NMWD Water Smart Business!" window vinyl to display as well as a logo badge for their website and digital communications.

(vi) Increased community partnerships: It is recommended that NMWD staff and/or board to present at more clubs and events, e.g. Rotary to build awareness of the District's accomplishments and initiatives. We recommend that this is minimum twice per year, or as opportunities arise.

(vii) To build awareness, we recommend that NMWD 'piggyback's' on partner events, e.g. North Marin Water District flyers and giveaways in the Marin Master Gardeners' Tent at Marin County Fair.

Recommended  
Budget Year 1: \$2,900.00

Timing: (i) and (iv) during fiscal year 2019/2020. All other recommended actions are Phase Two (fiscal year 2020/ 2021).

Evaluation: Staff to oversee and evaluate annually.

#### 4.2 Goal: **Increased Investment in Social Media**

Summary: As detailed in Section 2.2, it is recommended that the District increases its investment in social media as an effective means to reach its customers.

Action(s): (i) Increase frequency and quality of posts (consider a new employee or use a marketing agency).

(ii) Increased investment in boosted posts that help achieve strategic goals.

Recommended  
Budget Year 1: \$6,300.00

Timing: October 2019 and ongoing.

Evaluation: Aim to increase social media followers by a minimum of 10% in year one. Staff to oversee and evaluate annually (as evidenced by increase in social media followers and levels of engagement).

## **Objective 5: BUILD TRUST**

### **Grow and expand the community's trust in the District, customers and voters**

#### **5.1 Goal: Focus on Credible and Positive News**

Summary: Communicating the good news stories is vital to improving North Marin Water District's reputation for being effective and successful, and has a positive impact both internally and externally. There may always be online trolls or detractors, but communication efforts should focus on putting out clear, factual information and amplifying 'good news' rather than responding to negative comments.

Action(s): (i) Show the human face of the organization: share the expertise and quality of the District's staff on web and social. These posts would be planned in the editorial planning detailed in Section 3.3.

(ii) Communicate key North Marin Water District goals through stories, posts, and press releases.

(iii) Publish customer survey results (anonymized) on the website and social media.

(iv) Publish customer, partner and staff testimonials to highlight positive experiences.

Recommended  
Budget Year 1: \$0 (Costs covered by staff time and other budget areas)

Timing: Starting Fall 2019 and ongoing.

Evaluation: Increased dissemination of the District's success stories, evaluated in the annual social media review.

#### **5.2 Goal: Be the source of truth**

Summary: North Marin Water District is generally trusted in the community, but the District recognizes that there is always room to grow and extend that trust. With a continued investment in online updates and social media updates (as outlined in Section 3.3), the community will come to trust the District for having current facts, and this will reduce the anxiety that can sometimes lead to misinformation online. In turn, this will reduce the amount of 'misinformation firefighting' that District staff are sometimes required to engage in.

Action(s): (i) Fact seek: An annual survey of customers in the district (as identified in Section 3.2), will help to identify what communication needs and anxieties customers have, so that they may be addressed through our content planning.

(ii) More facts provided in more digestible formats (factoids, infographics).

(iii) Increased visibility at community group meetings and HOA meetings.

(iv) If there are opportunities for North Marin Water District experts to talk at local or regional conferences (e.g. Pablo Ramudo), that would provide an opportunity to establish more credibility, and images/ posts can be shared via social media.

Recommended

Budget Year 1: \$0 (Costs covered by staff time and other budget areas)

Timing: (i) June 2020 and then annually; (ii) November 2019 and ongoing; (iii) and (iv) Phase Two, from July 2020.

Evaluation: Staff to oversee and report at end of year.

5.3 Goal: **Commitment to regular and timely communications**

Summary: As identified in other sections, there is an important need for regular, consistently time 'scheduled' outreach, which includes website posts, social media posts, press releases and newsletters. It is also sometimes important for the District to publish facts on an (unscheduled) item of local interest in response to customer concerns or media coverage, and there is a need to be timely in such situations.

Action(s): (i) Faster response to publish facts when events, customer concerns, or stories start social 'buzz'.  
(ii) Increase number and quality of web and social posts and press releases (consider a new employee or use a marketing agency), as identified in Section 4.2.  
(iii) Increased investment in boosted posts that help achieve strategic goals, as identified in Section 4.2.

Recommended

Budget Year 1: \$0 (Costs covered by staff time and other budget areas)

Timing: Fall 2019 and ongoing.

Evaluation: Staff to oversee and evaluate annually (as evidenced by increase in social media followers and levels of engagement).

Other Budget Items for Year One

Additional Budget Items	One Time Costs	Costs Each Month	Total (Year One)	Grand Total (Year One)
Annual print budget for flyers, event related print, mailers and posters	\$2,000.00	\$0.00	\$2,000.00	\$14,975.00
Annual budget for print ads	\$1,000.00	\$0.00	\$1,000.00	
Agency support services for marketing and social	\$0.00	\$940.00	\$11,280.00	

media				
Create library of branded social media images (stock and owned)	\$695.00	\$0.00	\$695.00	

## Year One Budget Recommendation

Total budget recommendation for year one is \$60,000.

## Activity Calendar

In collaboration with North Marin Water District staff, a 12-month Calendar has been developed to map out activities, initiatives and events by week for the 2019/2020 fiscal year.

## Contact Information

This document was prepared for North Marin Water District by Kiosk. For inquiries, please contact:

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## APPENDIX

## A. Website Review and Recommendations

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There are a number of issues with the current NMWD website. It does not meet current best practice and fails to meet accessibility requirements. The site does not reconfigure to different screen sizes [known as responsive design]. NMWD is not meeting its legal obligations in terms of accessibility. All websites have a legal requirement to ensure all users can access content, and complete all site functions. For government sites in the US the Section 508 is the legal requirement. Additionally WCAG 2.1 AA standards are widely considered as the standard to meet.

These issues result in users having a diminished experience, and make it harder for NMWD to reach its communication goals.

This means there is a significant opportunity for an updated site to provide a much improved experience for all users and reach legal requirements for accessibility. These changes should also result in better quality search engine listings which will help the organizations wider communication strategy. A more engaging site will result in increased time spent on site, more page views per visit and increased site visits.

### Current Site - Accessibility

- Doesn't pass Section 508 [accessibility standard for government sites]
- Doesn't meet WCAG 2.1 AA accessibility standards
- Doesn't have a responsive design
- HTML & CSS code fail validation

### Design & Information Architecture Recommendations

- Potential for an updated look & feel. Better use of screen space and more engaging imagery
- Humanize the organization with more people-based imagery - helps to build trust
- More visual content to communicate/explain - current site very text heavy
- Improved layout/page flow to better communicate and increase engagement
- Audit site usage and target audiences to clarify site goals
- Simplify/streamline navigation (based on desired user flows)
- Update content hierarchy. Having clear content / function goals for each page. Better use of headings, bullets and pull quotes.

### Site Improvement Ideas

- Visualize the District's quality, innovation and accomplishments (infographics and illustrations)
- Communicate key NMWD goals, and the scale of the projects being delivered [physically and financially]

- Diversify types of content across the site - from longer in-depth pages and blog posts through to bite-size info chunks and easily digestible facts, figures and infographics
- Better communicate efforts, accomplishments and goals (news/ blog posts, etc)
- Provide useful information to customers about their water usage: e.g. Usage comparison tools - fun and engaging ways to draw the audience in whilst communicating important information
- Social media integration [rather than simply linking out]
- Data bites [e.g.: how much water testing is done, the rigor of the standards that are constantly meet, the amount of water managed, number of residents served, miles of infrastructure maintained and/or replaced etc.]
- Highlight conservation success stories
- Testimonials from customer surveys
- Better SEO, to increase organic reach
- Brand downloads page in footer - easy access to brand guidelines and NMWD logo in various file formats
- Sign up for eNewsletters - start to build email marketing database

## **Measurement**

- Google Analytics should be set up and properly configured so that the District can measure the impacts of website engagement ongoing.

## **Prepared by:**

Dave Holden,  
Chief Creative Consultant and Web Accessibility Expert  
Kiosk Creative LLC



## B. Existing Communications Audit Summary

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### Background:

North Marin Water District serves a suburban population of roughly 61,000 people in Marin County, California, including customers in and around the city of Novato and several small improvement areas in the West Marin region. The area served is 100 square miles.

North Marin Water District is an independent special district governed by a five-member Board of Directors who are elected at-large within the District's service areas. The organization provides its residents with water via three primary sources: Russian River, Stafford Lake Water Treatment Plant and Recycled Water from Deer Island Recycled Water Facility, Novato Sanitary District and Las Gallinas Sanitary District.

### Mission:

Our mission is to meet the expectations of our customers in providing potable and recycled water and sewer services that are reliable, high-quality, environmentally responsible, and reasonably priced.

### Vision:

We strive to optimize the value of services we provide to our customers and continually seek new ways to enhance efficiency and promote worker and customer engagement and satisfaction.

Existing Communications Channels as of 04/01/19:

Online	Link	# Likes/ Users	Post Frequency
Website	<a href="https://www.nmwd.com">https://www.nmwd.com</a>	-	-
Water Smart Portal	<a href="https://www.onlinebiller.com/nmwd">https://www.onlinebiller.com/nmwd</a>	Unknown	
Facebook	<a href="https://www.facebook.com/NorthMarinWaterDistrict/">https://www.facebook.com/NorthMarinWaterDistrict/</a>	1,183	Twice a month
NextDoor	<a href="https://nextdoor.com/agency-detail/ca/novato/north-marin-water-district/">https://nextdoor.com/agency-detail/ca/novato/north-marin-water-district/</a>	22,000+ 58 neighborhoods	Once a month
Linked In	<a href="https://www.linkedin.com/company/north-marin-water-district/">https://www.linkedin.com/company/north-marin-water-district/</a>	-	Never
YouTube	<a href="https://www.youtube.com/user/NMWD1948?feature=BF">https://www.youtube.com/user/NMWD1948?feature=BF</a>	2	No posts since 2013
Instagram	<a href="#">NorthMarinWaterDistrict</a>	173	Once a month

Offline	Description	Reach/ Distribution	Frequency
Water Lines Newsletter	Water District Newsletter that is distributed to all households and businesses within the district	Unknown	Twice per year Spring & Fall
Conservation Flyers	Informational flyers e.g. "Why Mulch?"	Unknown	One to two printed each year
Sonoma Marin Water Saving Partnership Campaign	Annual multi-media public outreach campaign focusing on water use efficiency. Campaign includes print and radio ads in English and Spanish language.	~600,000	Once per year
Highway 101 Banner	Banner mounted on the heavy equipment shed in the NMWD yard with a water conservation theme (to dovetail with SMWSP campaign)	Unknown	Perpetual
Public Outreach Events	<p>NMWD has participated in the following events, usually by having an information table or booth:</p> <ul style="list-style-type: none"> <li>• Tour of Novato: Booth with games and giveaway items</li> <li>• Eco-Friendly Garden Tour: Table at garden tour (one garden)</li> <li>• Residential Evacuation Drill: Booth at Margaret Todd Senior Center event</li> <li>• City of Novato Sustainability Fair: Booth with giveaways and info</li> <li>• 4th of July Parade: NMWD float and giveaways</li> </ul>	Unknown	Each once per year (4 total)

**Prepared by:**

Kayla Swenson  
Marketing Manager  
Kiosk Creative LLC  
April 23, 2019

## C. Budget Recommendation for Year One

<b>Objective 1: RECOGNITION</b> <b>Improve our brand identity, and use it more consistently to increase awareness</b>	<b>One Time Costs</b>	<b>Costs Each Month</b>	<b>Total (Year One)</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
<b>1.1 Standardize and extend the North Marin Water District brand</b>				<b>\$10,575.00</b>	<b>\$0.00</b>
(i) Create a working set of logo files (stacked, horizontal and device-only versions of the logo in both color and mono in three commonly used file formats), and make these available online for staff and agents to download as needed.	\$1,225.00		\$1,225.00		
(ii) Create a set of Brand Guidelines, to include acceptable logo usage, brand fonts and brand colors.	\$700.00		\$700.00		
(iii) Create Messaging Guidelines to ensure consistency in how we talk about the organization, and the tone of voice we use.	\$700.00		\$700.00		
(iv) Commission photography of NMWD's board, staff, in action and more conceptual 'lifestyle' images that convey the quality and value of NMWD's services.	\$7,950.00		\$7,950.00		
(v) Develop some employee profiles for use on web and social media to humanize the organization, to celebrate our talent and to help attract candidates for job openings.	(included in social fees)		-		
<b>1.2 Produce new and improved outreach support materials to establish identity</b>				<b>\$5,700.00</b>	<b>\$0.00</b>
(i) Design refresh of existing communications materials, including Presentation template, Annual Report, Water Quality Report, Water Lines newsletter, and Flyers.	\$4,200.00		\$4,200.00		
(ii) New photography (as identified in 1.1 above).			\$0.00		
(iii) New website look, content and features (as identified in 3.1 below).			\$0.00		
(iv) Design social posts template and create branded, visually attractive post images.	\$1,500.00		\$1,500.00		
(v) Ensure that new materials for new initiatives adhere to Brand Guidelines and follow the same look and feel.			\$0.00		

<b>Objective 2: REACH</b> <b>Reach more of our customers and improve access to information</b>	<b>One Time Costs</b>	<b>Costs Each Month</b>	<b>Total (Year One)</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
<b>2.1 Increase and improve access to information</b>				<b>\$6,000.00</b>	<b>\$14,300.00</b>
(i) Redevelop the North Marin Water District website to be Section 508 ADA and W3C AA compliant, in order to provide disabled users with ease of access to information (See 3.1)					
(ii) Increase information published in Spanish, especially in key documents. We recommend this is achieved by providing (a) a paragraph in Spanish language in key documents, such as the Annual Report and the WaterLines newsletter, that provides readers with the option to request specific information in Spanish, and (b) by having a page on the NMWD website that addresses Spanish speakers, provides pertinent information (such as how to report a problem or request service) in Spanish, and provides the invitation to request more specific information in Spanish language.		\$50.00	\$600.00		
(iii) Improve search engine optimization (SEO) on NMWD's website, to increase access to information (Year Two).	\$0.00		\$0.00		
(iv) eMail marketing: Make Water Lines available as an eNewsletter, so customers may opt to 'go paperless'. Includes 2 x blasts per year.	\$3,250.00		\$3,250.00		
(v) Flyers distributed via partner organizations, community organizations and garden centers to promote key initiatives.	\$2,000.00		\$2,000.00		
(vi) Strengthen partnerships with community groups (e.g. the Marin Master Gardeners Association) and provide them with information to disseminate on the District's behalf.	\$150.00		\$150.00		
(vi) Greater investment in paid outreach, such as bus shelter advertising, posters and social media advertising.	\$0.00		\$0.00		
<b>2.2 Continue to increase social media presence and programs</b>				<b>\$9,000.00</b>	<b>\$7,500.00</b>
(i) Increase Facebook followers to reach more customers: This can be achieved with a paid program inviting customers within the District to 'like' NMWD's page. A higher number of followers ensures that more customers see NMWD posts.	\$1,500.00		\$1,500.00		
(ii) Develop a program to increase communications through Next Door.	\$0.00		\$0.00		

(iii) Set up Twitter as an additional platform for communication (costs covered through social).	\$0.00		\$0.00		
(iv) Build out social calendar for the year ahead.	\$700.00		\$700.00		
(v) Create and launch a sustained social media posts program to share the District's ideas, facts, stats and accomplishments (as distinct from news items).	\$0.00	\$525.00	\$6,300.00		
(vi) Boost NMWD branded posts on social media (paid reach).	\$500.00		\$500.00		
<b>2.3 Increase access to Board meetings</b>				<b>\$0.00</b>	<b>\$680.00</b>
(i) Share online versions of Board Agendas via social media one or two days before board meetings, reminding the public that they are welcome to attend.	\$0.00	\$0.00	\$0.00		
(ii) Video record Board Meetings, and make them available online via the website, to provide wider access to customers who may not be able to attend in person					
<b>Objective 3: EDUCATE</b> <b>Educate &amp; inform our customers and provide helpful, relevant, timely information</b>	<b>One Time Costs</b>	<b>Costs Each Month</b>	<b>Total (Year One)</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
<b>3.1 Redesign and redevelop the District's website</b>				<b>\$700.00</b>	<b>\$1,000.00</b>
(i) Design and develop a more customer-focused website: Budget of \$30,000 covered separately.					
(ii) Ensure that the new site is accessible to all, by achieving Section 508 ADA compliance and W3C AA compliance.					
(iii) Improve website interface and navigation to make the site more intuitive and accessible.					
(iv) Include visually interesting infographics, stats and facts to ensure that website content is more engaging.	\$700.00		\$700.00		
(v) Follow best practice recommendations provided by Kiosk (see Appendix A).					
<b>3.2 Annual Surveys to assess information needs and communication improvement opportunities</b>				<b>\$2,625.00</b>	<b>\$2,625.00</b>
(i) Fact seek: An annual survey of customers in the district (as identified in Section 3.2), will help to identify what communication needs and anxieties customers have, so that	\$2,625.00	\$0.00	\$2,625.00		

they may be addressed through our content planning. (included in Section 3.2)					
(ii) Talk to high-use users to better understand their needs.					
(iii) Review the findings of the annual survey to feed into the Communications Plan and Activity Calendar, where relevant.					
<b>3.3 Plan, develop and publish useful, relevant content in 2019/2020</b>				<b>\$1,225.00</b>	<b>\$700.00</b>
(i) Plan, develop and publish a regular, pre-programmed schedule of bite-sized water-saving tips, facts and stats, as detailed in Section 2.2.					
(ii) Improve the New Homeowner information packs.	\$525.00		\$525.00		
(iii) Create infographics to help communicate accomplishments and to summarize some of the key facts of the Water Quality Report.	\$700.00		\$700.00		
(iv) Publish tips for saving water and lowering costs.					
(v) Increased promotion of initiatives and rebates.					
(vi) Improve website content, as highlighted in Section 3.1.					
<b>3.4 Extend Site and Social Content for 2020/2021</b>				<b>\$0.00</b>	<b>\$6,000.00</b>
(i) Commission new short videos that can be used on the website and shared on social media (e.g. an introduction to the water treatment plant).					
(ii) Provide relevant information for landscapers and landscape companies, made available online, so that they may advocate for water-saving landscapes and help educate customers.					
<b>Objective 4: ENGAGE</b> <b>Engage our customers, increase feedback and build awareness of our initiatives.</b>	<b>One Time Costs</b>	<b>Costs Each Month</b>	<b>Total (Year One)</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
<b>4.1 New Initiatives and Engagement Events</b>				<b>\$2,900.00</b>	<b>\$13,350.00</b>
(i) It is recommended that the District conducts a Public Workshop on fiscal issues & fiscal sustainability to provide transparency and increase public engagement in fiscal issues. Cost includes invitation design.	\$350.00	\$0.00	\$350.00		

(ii) Annual contest for Eco-Friendly Water Conserving Garden of the Year (encouraging sustainability). Customers would complete an application form to submit their garden for the award; which would be judged by NMWD staff and local gardening and landscape experts. This is a low-cost initiative that would help NMWD generate lots of relevant content, and encourage customers to be water-wise.					
(iii) NMWD Water Festival on World Water Day (March 2021); this would be an annual Open House event with information sessions and giveaways. The Open House would include educational and family-friendly activities and would allow staff the chance to interact with customers. The day could also include tours of the water treatment plant.					
(iv) There should be a bigger push on Water Smart Home Surveys ongoing which can be achieved via the new website and through social media.	\$0.00	\$0.00	\$0.00		
(v) Water Smart Business program: This would involve encouraging businesses to sign up for a water Smart Survey, and providing them with a "We're a NMWD Water Smart Business!" window vinyl to display as well as a logo badge for their website and digital communications.	\$1,050.00	\$0.00	\$1,050.00		
(vi) Increased community partnerships: It is recommended that NMWD staff and/or board to present at more clubs and events, e.g. Rotary to build awareness of the District's accomplishments and initiatives. We recommend that this is minimum twice per year, or as opportunities arise.	\$1,500.00	\$0.00	\$1,500.00		
<b>4.2 Increased Investment in Social Media</b>					
(i) Increase frequency and quality of posts (consider a new employee or use a marketing agency).	\$0.00	\$525.00	\$6,300.00	<b>\$6,300.00</b>	<b>\$6,300.00</b>
(ii) Increased investment in boosted posts that help achieve strategic goals.	\$0.00	\$0.00	\$0.00		
<b>Objective 5: BUILD TRUST</b> <b>Grow and expand the community's trust in the District, customers and voters.</b>	<b>One Time Costs</b>	<b>Costs Each Month</b>	<b>Total (Year One)</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
<b>5.1 Focus on Credible and Positive News</b>					
(i) Show the human face of the organization: share the expertise and quality of the District's staff on web and social. These posts would be planned in the editorial planning detailed in Section 3.3.	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>	<b>\$0.00</b>

(ii) Communicate key North Marin Water District goals through stories, posts, and press releases.	\$0.00	\$0.00	\$0.00		
(iii) Publish customer survey results (anonymized) on the website and social media.	\$0.00	\$0.00	\$0.00		
(iv) Publish customer, partner and staff testimonials to highlight positive experiences.	\$0.00	\$0.00	\$0.00		
<b>5.2 Be the source of truth</b>				<b>\$0.00</b>	<b>\$500.00</b>
(i) Fact seek: An annual survey of customers in the district (as identified in Section 3.2), will help to identify what communication needs and anxieties customers have, so that they may be addressed through our content planning.					
(ii) More facts provided in more digestible formats (factoids, infographics).	\$0.00	\$0.00	\$0.00		
(iii) Increased visibility at community group meetings and HOA meetings.	\$0.00	\$0.00	\$0.00		
(iv) If there are opportunities for North Marin Water District experts to talk at local or regional conferences (e.g. Pablo Ramudo), that would provide an opportunity to establish more credibility, and images/ posts can be shared via social media.	\$0.00	\$0.00	\$0.00		
<b>5.3 Commitment to regular and timely communications</b>				<b>\$0.00</b>	<b>\$0.00</b>
(i) Faster response to publish facts when events, customer concerns, or stories start social 'buzz'.	\$0.00	\$0.00	\$0.00		
(ii) Increase number and quality of web and social posts and press releases (consider a new employee or use a marketing agency), as identified in Section 4.2.	\$0.00	\$0.00	\$0.00		
(iii) Increased investment in boosted posts that help achieve strategic goals, as identified in Section 4.3.	\$0.00	\$0.00	\$0.00		
<b>Additional Budget Items</b>	<b>One Time Costs</b>	<b>Costs Each Month</b>	<b>Total (Year One)</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
Annual print budget for flyers, event related print, mailers and posters	\$2,000.00	\$0.00	\$2,000.00	<b>\$14,975.00</b>	<b>\$14,975.00</b>
Annual budget for print ads	\$1,000.00	\$0.00	\$1,000.00		
Agency support services for marketing and social media	\$0.00	\$940.00	\$11,280.00		



Create library of branded social media images (stock and owned)	\$695.00	\$0.00	\$695.00		
<b>Total Recommended Budget</b>				<b>\$60,000.00</b>	<b>\$67,930.00</b>

## Budget Recommendation Tabulation

<b>Objective 1: RECOGNITION</b>  <b>Improve our brand identity, and use it more consistently to increase awareness</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
1.1 Standardize and extend the North Marin Water District brand	\$10,575.00	\$0.00
1.2 Produce new and improved outreach support materials to establish identity	\$5,700.00	\$0.00
<b>Objective 2: REACH</b>  <b>Reach more of our customers and improve access to information</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
2.1 Increase and improve access to information	\$6,000.00	\$14,300.00
2.2 Continue to increase social media presence and programs	\$9,000.00	\$7,500.00
2.3 Increase access to Board meetings	\$0.00	\$680.00
<b>Objective 3: EDUCATE</b>  <b>Educate &amp; inform our customers and provide helpful, relevant, timely information</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
3.1 Updating the District's website with engaging content (\$30,000 for the Redesign and Redevelopment covered separately)	\$700.00	\$1,000.00
3.2 Annual Surveys to assess information needs and communication improvement opportunities	\$2,625.00	\$2,625.00
3.3 Plan, develop and publish useful, relevant content in 2019/2020	\$1,225.00	\$700.00
3.4 Extend Site and Social Content for 2020/2021	\$0.00	\$6,000.00
<b>Objective 4: ENGAGE</b>  <b>Engage our customers, increase feedback and build awareness of our initiatives.</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
4.1 New Initiatives and Engagement Events	\$2,900.00	\$13,350.00
4.2 Increased Investment in Social Media	\$6,300.00	\$6,300.00

<b>Objective 5: BUILD TRUST</b>		
<b>Grow and expand the community's trust in the District, customers and voters.</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
<b>5.1 Focus on Credible and Positive News</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5.2 Be the source of truth</b>	<b>\$0.00</b>	<b>\$500.00</b>
<b>5.3 Commitment to regular and timely communications</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Additional Budget Items</b>	<b>Grand Total (Year One)</b>	<b>Recommended Budget for Year Two</b>
Annual print budget for flyers, event related print, mailers and posters	<b>\$14,975.00</b>	<b>\$14,975.00</b>
Annual budget for print ads		
Agency support services for marketing and social media		
Create library of branded social media images (stock and owned)		
<b>Total Recommended Budget</b>	<b>\$60,000.00</b>	<b>\$67,930.00</b>

9

## MEMORANDUM

To: Board of Directors

October 11, 2019

From: Julie Blue, Auditor/Controller *yB*
 Subj: Human Resources/Safety Manager Position  
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**RECOMMENDED ACTION: APPROVE JOB DESCRIPTION, RECRUITMENT AND HIRING OF HUMAN RESOURCES/SAFETY MANAGER**
**FINANCIAL IMPACT:** \$98,724 - \$120,000 Annually + Benefits (budgeted)

Attached is a Human Resources/Safety Manager job description reflecting proposed duties and requirements for education and expertise. The goal is to hire a full time HR/Safety Manager within approximately two months of the recruitment. The new position will be exempt from overtime and will be included in the Unrepresented Employee classification.

At the January 8, 2019 meeting, the Board authorized a consulting agreement between the District and Darlene Rhodes for Human Resources (HR) services. At the August 4, 2019 meeting, the Board authorized an additional agreement to provide continued Human Resources Consulting Services. HR is an ongoing need of any organization and has been covered by the Auditor/Controller, with the assistance of legal counsel, an HR Consultant, and the accounting staff since the position of Accounting/HR Supervisor has remained unfilled.

After carefully assessing the District's needs, and consulting with the current HR Consultant, it is recommended that NMWD hire a Human Resources/Safety Manager, reporting to the Auditor/Controller. Some of the vital and primary HR/Safety functions relevant to this recommendation are:

- Recruitment
- Health & Safety including OSHA Compliance
- Accident Prevention
- Employer-Employee Relations
- Information Resource
- Employee Performance Improvement
- Succession Planning
- Compensation & Benefits
- Labor & Employment Law Compliance
- Training/Development/Tracking
- Hazardous Materials & Environmental Hazard Abatement

The HR/Safety Manager will take on many of the legal-compliance responsibilities within the District, thereby protecting the interests of both the District and its employees. An HR/Safety Manager will ensure the workforce embraces the District's philosophy and business principles. From the perspective of a small District, creating a cohesive, safe work environment is imperative – having an HR/Safety Manager, with the relevant experience, on staff is anticipated to be a positive progression for the District.

The hiring of the HR/Safety Manager is part of the proposed changes to the Administration Department organizational structure and will override the need for an HR/Accounting Supervisor. The addition of this job classification will not increase the current staffing level or increase District's full time equivalent (FTE) employee count. Included with this memo is an organizational chart which outlines the changes. The salary and benefit costs related of this position are included in the FY 19/20 budget.

### **Compensation and Benefits**

The salary range for the Human Resource/Safety Manager is \$8,227 to \$10,000 per month and consists of a five-step range. The salary range is normally set at the lowest step at hiring but consideration will be given for applicable experience. The District offers benefits which include:

- California Public Employee Retirement System (CalPERS) pension (coordinated with Social Security)
- Health, dental, and vision care plans for employee and dependents
- Vacation, starting at 2 weeks and increasing to 5 weeks per year
- Sick Leave, twelve days per year
- Holidays, fourteen per year
- Life insurance equal to annual salary

Attached is a copy of the District-Wide salary ranges which include the proposed position of Human Resource/Safety Manager.

Once approved by the Board, staff will fill this vital department level need of the District. The HR consultant currently under contract will remain available for recruitment and hiring of this new position until filled.

**RECOMMENDATION:**

Board to authorize and approve the Human Resources/Safety Manager position and approve an immediate recruitment and hiring of the same.

**HUMAN RESOURCES / SAFETY MANAGER**

*This class description is only intended to present a summary of the range of duties and responsibilities associated with the positions. Descriptions may not include all duties performed by individuals within the class. In addition, descriptions outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION**

Under general direction, the Human Resources/Safety Manager plans, organizes, administers, coordinates and supervises multiple programmatic areas within the Human Resources Division of the Accounting Department requiring professional knowledge of payroll, financial reporting, administrative human resources and safety management. Performs highly complex professional, technical, and analytical work involved in the implementation of the District's Human Resources or Employee Risk/Safety Management programs including: Health/Safety, wellness, leave administration, workers compensation, payroll, PERS, classification and compensation, recruitment and selection, training, career development, workforce planning, performance management, employee relations, discipline and grievances; the Human Resources/Safety Manager delivers high quality, customer-focused human resource services in multiple programmatic areas; manages Human Resources team members in carrying out programmatic functions and maintains compliance with applicable state and federal laws and regulations. Performs and manages a variety of professional human resources and safety functions; and performs other work as required.

**DISTINGUISHING CHARACTERISTICS**

The Human Resources/Safety Manager position is responsible for providing human resources and safety support to District staff and management.

**SUPERVISION RECEIVED/EXERCISED**

Receives general direction from the Auditor-Controller. Exercises supervision over Human Resources functions, and directly supervises Storekeeper/Safety Coordinator. May provide direct and indirect supervision to professional, technical and clerical staff, as well as contractors.

**ESSENTIAL DUTIES** (may include but are not limited to the following)

- Establish department goals, objectives, policies, procedures and priorities; develop, implement and maintain programmatic responsibilities for Districtwide projects and programs related to workforce administration.
- Provides management oversight, organizes and administers human resources program areas such as safety, wellness, leave administration, workers compensation, classification and compensation, recruitment and selection, training, career development, workforce planning, performance management, employee relations, discipline and grievances, staff coaching and development, including employee training.
- Plans, organizes, administers, and oversees a wide range of human resources and safety services in compliance with District policy, state and federal regulations.



- Serves as a consultant to departments to identify and solve complex, technical and sensitive problems related to human resources and/or safety issues.
- Develops and implements legally compliant workforce talent management.
- Analyzes trends and recommends programs to revise existing procedures as needed to meet new or anticipated regulations; ensures Districtwide operational efficiencies, manages employee risk and safety systems as well as long-term workforce management needs.
- Develops and implements legally compliant district-wide safety programs and trainings.
- Interprets labor agreements and other District rules, regulations, policies and procedures; provides analytical and strategic support for labor relations matters; assists in determining proposal costs, and may serve as a member of the District's negotiation team.
- Conducts investigations, such as grievances, employee misconduct, and claims of discrimination and sexual harassment; works with departments, legal, and bargaining units on disciplinary and grievance matters.
- Develops goals, objectives, and performance measures to manage assigned programs; assesses the effectiveness of programs and services provided and seeks ways to improve services and programs; advises Auditor/Controller and General Manager using sound human resources strategies, practices and techniques to solve complex employee and organizational issues, and effectively plan for and manage the District's workforce.
- Supervises, trains, coaches and evaluates assigned staff, and addresses job performance issues; recommends the hiring of District staff; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures for all human resources programs and projects.
- Researches, analyzes and develops recommendations on a wide range of human resources and safety-related issues; monitors and analyzes laws and pending legislation which impact District operations; administers a hazardous material and waste management program; stays current of new trends and innovations in the field of human resources and safety, and continually monitors the District's compliance with federal and state laws and regulations.
- Performs policy analysis on a wide range of programs, organization procedures, and services; monitors District's compliance with current employment laws; receives, researches and prepares responses to correspondence.
- Coordinates significant administrative projects requiring District-wide coordination; assists in budget matters related to staffing, and provides payroll support;
- Supervises, verifies and assists where necessary with preparation of payroll, PERS and other employment-related overhead and expenses.
- Monitors compliance with the District's purchasing policy;
- Troubleshoots and recommends improvements in methods, procedures, software and forms;
- Represents the department to outside agencies and organizations; participates in outside community and professional groups and committees.
- Makes presentations to various groups inside and outside the agency.

## **OTHER DUTIES**

Assists the Auditor-Controller and other Department Heads and supervisors with Human Resources and Safety responsibilities, and takes a lead role when assigned in safety planning/coordination, employee relations, collective bargaining, recruitment and selection, classification and compensation, employee development, employee benefits administration, and performance management and discipline.

Maintains an up-to-date Employee Handbook, job descriptions, tracks the performance evaluation

program to assure annual reviews are conducted, insures compliance with District personnel policies. Assists outside auditors with annual audit; may act as Auditor-Controller in his/her absence.

**QUALIFICATIONS** (The following minimum qualifications are necessary for entry into the class):

Education/Experience

Sufficient experience and education in human resources and payroll functions to perform the duties of the Human Resources/Safety Manager classification. A typical way of obtaining the required qualifications is to possess the equivalent of five years of experience in Human Resources with a Safety or Risk component and a Bachelor's degree in human resources, business administration, accounting, management or a closely-related field from an accredited college or university. Three-years of experience as a supervisor, and some experience in accounting, particularly public-entity payroll is preferred.

Knowledge/Skill/Ability

*Knowledge of:*

- Principles, practices, methods and laws of human resources – including, applicable federal and state laws, code and regulations related to employee relations, equal employment opportunity, labor relations, and safety management.
- Modern principles and practices of public human resources administration, methods of health and safety program management, performance management, training and development, employee and labor relations, salary and benefits administration.
- Organizational and management practice as applied to the analysis and evaluations of programs, policies, and operational needs.
- Current recruitment practices including writing job specifications, marketing, and legally compliant onboarding practices.
- Current safety practices, mandates and relevant trends related to injury and illness prevention.
- Analytical, statistical and research methods; including principles and practices of accounting and budget preparation, administration.
- Considerable knowledge of Federal, State, and local laws, rules, and regulations regarding public sector operations related to human resources.
- Considerable knowledge of current trends in human resources administration, including recent court decisions and legislative developments.
- Considerable knowledge of principles and practices of management necessary to plan, analyze, develop, direct, and evaluate programs, administrative policies, organizational structures, and staffing.
- Modern management methods and practices including supervision and training.
- Principles of effective case management.
- Basic inspection and investigation procedures.
- Adult learning concepts and training programs.
- Current safety practices related to injury and illness prevention.

*Ability to:*

- Develop and coordinate human resources program objectives with the general goals of the total organization and its various departments.
- Plan, organize, and coordinate human resources programs; supervise, train, and evaluate the performance of assigned staff; and manage human resources programs.
- Provide current and compliant safety training to employees on a variety of topics.

- Evaluate specific jobs to identify essential job duties.
- Exercise initiative, good judgment, tact, and discretion, as well as excellent interpersonal skills.
- Maintain a high degree of confidentiality related to personnel information.
- Conduct special projects requiring analysis of processes and procedures; development of recommendations to improve the effectiveness and/or efficiency of District accounting and human resources systems.
- Maintain a variety of sophisticated spreadsheets and accurate records.
- Problem solve and negotiate.
- Understand and appropriately manage sensitive and/or complex employment and/or safety situations.
- Work with sensitivity within complex administrative environments.
- Manage and complete a variety of tasks and assignments concurrently.
- Analyze, evaluate and assess program effectiveness.
- Learn quickly, work effectively under pressure and meet deadlines.
- Apply a high degree of independent judgment.
- Read and interpret complex and often conflicting laws, regulations, rules and policies.
- Prepare clear/concise written reports, memoranda, procedures and correspondence.
- Speak well and make effective training and public presentations.
- Collect, compile, and analyze data to identify trends and develop corrective action plans.
- Operate modern office equipment and standard software programs including MS Office, Neogov and Sage 100 Accounting Software.
- Establish and maintain effective work relationships with a variety of people contacted in the course of work.
- Work overtime, weekends and holidays as required, and remain available in the event of an emergency.

#### License/Certificate

Possession of a valid Class C California driver's license with a satisfactory driving record is required. Individuals who do not meet this requirement due to a physical disability will be reviewed on a case-by-case basis. Willingness to travel to various locations within and outside the District; and to work flexible hours in order to provide training or investigation as needed.

#### **WORKING CONDITIONS/PHYSICAL REQUIREMENTS**

Position requires working in a standard office environment and involves prolonged sitting, repetitive motion, walking, kneeling, squatting, stooping, turning, bending and upper body twisting in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing statistical reports and data using a computer keyboard and adding machine. Additionally, the position requires near and far vision in reading statistical data and using the computer, and hearing is required when providing phone service.

#### **OTHER REQUIREMENTS**

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."

**NORTH MARIN WATER DISTRICT**  
**Employee Salary Ranges and Job Classifications**

9/27/2019

Effective October 1, 2019

JOB CLASSIFICATION	Beg Monthly	6 Mo Monthly	18 Mo Monthly	24 Mo Monthly	Merit Monthly
<b><u>ADMINISTRATION DEPARTMENT</u></b>					
Receptionist/Cashier	4,767	5,006	5,256	5,519	5,795
Account/Credit Clerk II	5,263	5,526	5,802	6,092	6,397
Accounting Clerk II	5,263	5,526	5,802	6,092	6,397
Field Service Representative	5,303	5,568	5,846	6,138	6,445
Storekeeper/Safety Coordinator	5,868	6,161	6,469	6,792	7,132
Consumer Services Supervisor	7,439	7,811	8,202	8,612	9,043
Senior Accountant	7,767	8,155	8,563	8,991	9,441
District Secretary	8,091	8,496	8,921	9,367	9,835
Human Resource/Safety Manager	8,227	8,638	9,070	9,524	10,000
Accounting Supervisor	8,364	8,782	9,221	9,683	10,167
Auditor-Controller	12,864	13,507	14,182	14,891	15,636
General Manager	16,666	16,666	16,666	16,666	16,666
<b><u>CONSTRUCTION / MAINTENANCE DEPARTMENT</u></b>					
Laborer	4,722	4,958	5,206	5,466	5,739
Pipe Worker Assistant	5,066	5,319	5,585	5,864	6,157
Pipe Worker	5,868	6,161	6,469	6,792	7,132
Heavy Equipment Operator	6,090	6,395	6,715	7,051	7,404
Distribution Maintenance Foreman	7,123	7,479	7,853	8,246	8,657
Pipeline Foreman	7,123	7,479	7,853	8,246	8,657
Construction/Maintenance Superintendent	9,839	10,331	10,848	11,390	11,960
<b><u>ENGINEERING DEPARTMENT</u></b>					
Engineering Secretary	5,479	5,753	6,041	6,343	6,660
Engineering Services Rep	5,996	6,296	6,611	6,942	7,289
Engineering Technician IV	7,137	7,494	7,869	8,262	8,675
Junior Engineer	7,452	7,825	8,216	8,627	9,058
Assistant Civil Engineer	8,146	8,553	8,981	9,430	9,902
Water Conservation Coordinator	9,283	9,747	10,234	10,746	11,283
Associate Civil Engineer	9,577	10,056	10,559	11,087	11,641
Chief Engineer	11,868	12,461	13,084	13,738	14,425

***NORTH MARIN WATER DISTRICT***  
***Employee Salary Ranges and Job Classifications***

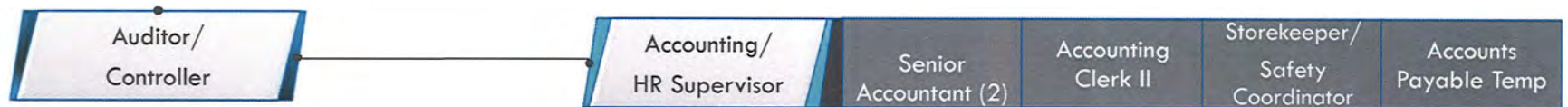
9/27/2019

Effective October 1, 2019

JOB CLASSIFICATION	Beg Monthly	6 Mo Monthly	18 Mo Monthly	24 Mo Monthly	Merit Monthly
<b><u>OPERATIONS / MAINTENANCE DEPARTMENT</u></b>					
Building & Grounds Maint Assistant	4,456	4,679	4,913	5,159	5,417
Program Assistant I	4,810	5,051	5,304	5,569	5,847
Cross Connection Control Tech I	5,160	5,418	5,689	5,973	6,272
Assistant Water Distrib & TP Operator	5,913	6,209	6,519	6,845	7,187
Apprentice Electrical/Mechanical Tech	5,629	5,910	6,206	6,516	6,842
Program Assistant II	5,847	6,139	6,446	6,768	7,106
Auto/Equipment Mechanic	5,868	6,161	6,469	6,792	7,132
Chemist I	6,412	6,733	7,070	7,424	7,795
Cross Connection Control Tech II	6,272	6,586	6,915	7,261	7,624
Electrical/Mechanical Technician	6,607	6,937	7,284	7,648	8,030
Water Distrib & TP Operator	7,362	7,730	8,117	8,523	8,949
Senior Electrical/Mechanical Tech	7,158	7,516	7,892	8,287	8,701
Senior Water Distrib & TP Operator	8,192	8,602	9,032	9,484	9,958
Chemist II	7,637	8,019	8,420	8,841	9,283
Senior Chemist	8,358	8,776	9,215	9,676	10,160
Maintenance Supervisor	8,308	8,723	9,159	9,617	10,098
Distrib & Treatment Plant Supervisor	9,911	10,407	10,927	11,473	12,047
Water Quality Supervisor	9,784	10,273	10,787	11,326	11,892
Operations/Maintenance Superintendent	11,003	11,553	12,131	12,738	13,374

## ORGANIZATION CHART – ACCOUNTING/HR

**Current (6 FTEs, 1 Temp):**



**Proposed (6 FTEs, 1 Temp):**



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## MEMORANDUM

To: Board of Directors

October 11, 2019

From: Julie Blue, Auditor/Controller JB

Subj: Accounting Supervisor Position

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**RECOMMENDED ACTION: APPROVE JOB DESCRIPTION, RECRUITMENT AND HIRING OF ACCOUNTING SUPERVISOR****FINANCIAL IMPACT:** \$100,368 - \$122,004 Annually + Benefits (budgeted)

Attached is an Accounting Supervisor job description reflecting proposed duties and requirements for education and expertise. The goal is to hire a full time Accounting Supervisor within approximately one month of the recruitment. The new position will be subject to overtime and will be included within the Employee Association classification.

The Accounting Supervisor will be responsible for supervising and overseeing the District's Accounting positions. The duties of this position were previously performed by the Accounting/HR Supervisor, which has been vacant since July 2018. During the period of vacancy the needs of the Administration Department have been reviewed and assessed. The result of the assessment is that the duties will be distributed between the Accounting Supervisor, Human Resource/Safety Manager, and remaining staff.

The hiring of the Accounting Supervisor is part of the proposed changes to the Administrative Department organizational structure and will transition one of the current Senior Accountant positions to the Accounting Supervisor through an internal recruitment. The addition of this job classification will not increase the current staffing level or increase the District's full time equivalent (FTE) employee count. Included with this memo is an organizational chart which outlines the changes. The salary and benefit costs related to this position are included in the FY 19/20 budget.

**Compensation and Benefits**

The salary range for the Accounting Supervisor is \$8,364 to \$10,167 per month and consists of a five-step range. The salary range is normally set at the lowest step at hiring but consideration will be given for applicable experience. The District offers benefits which include:

- California Public Employee Retirement System (CalPERS) pension (coordinated with Social Security)
- Health, dental, and vision care plans for employee and dependents



- Vacation, starting at 2 weeks and increasing to 5 weeks per year
- Sick Leave, twelve days per year
- Holidays, fourteen per year
- Life insurance equal to annual salary

Attached is a copy of the District-Wide salary ranges which include the proposed position of Accounting Supervisor.

Once approved by the Board, staff will fulfill this vital department level need of the District. The HR consultant currently under contract will remain available for recruitment and hiring of this new position until filled.

**RECOMMENDATION:**

Board to authorize and approve the Accounting Supervisor position and approve an immediate recruitment and hiring of the same.

**ACCOUNTING SUPERVISOR**

*This class description is only intended to present a summary of the range of duties and responsibilities associated with the positions. Descriptions may not include all duties performed by individuals within the class. In addition, descriptions outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION**

Under general supervision, performs and supervises accounting functions requiring professional knowledge of cost accounting, governmental fund accounting, and financial reporting. Performs a variety of professional accounting support functions including preparation and maintenance of journal vouchers, accounting records, subsidiary and general ledger entries; prepares financial and statistical reports, performs job cost accounting of District projects and for private development; tracks budgets; participates in District payroll, accounts payable and receivable, materials inventory and fixed asset functions. Performs and manages a variety of professional accounting functions necessary for the accurate and timely presentation of financial and statistical reports dealing with all aspects of the District's operations; and performs other work as required.

**DISTINGUISHING CHARACTERISTICS**

The Accounting Supervisor position is responsible for compiling, maintaining and publishing financial and statistical reports in support of District activities; as well as compiling and maintaining information for complex and routine management/accounting reports in support of District activities and performs a variety of analysis projects on accounting issues.

**SUPERVISION RECEIVED/EXERCISED**

Receives general direction from the Auditor-Controller. Exercises supervision over the Senior Accountant and Accounting Clerk. Provides direction to Storekeeper/Safety Coordinator position in regards to purchasing and inventory tracking.

**ESSENTIAL DUTIES** (include but are not limited to the following)

Supervises accounting personnel and participates in the preparation of financial records; supervises, verifies and assists with preparation of journal entries, payroll, cash receipts, disbursements and distribution of various construction, overhead and other expenses; monitors compliance with the District's purchasing policy; maintains, reconciles, and assures the accuracy of general and subsidiary ledgers and material and equipment inventories; oversees investment of treasury funds; troubleshoots and recommends improvements in methods, procedures, software and forms; supervises, assists and reviews preparation of financial statements and statistical reports; assists in preparation of annual budget and performs miscellaneous financial analyses as required.

Supervises and assists with the following tasks: preparation of invoices for rents, leases, damages, sales and construction in progress; preparation and tracking of outstanding invoice list and collections data; establishes and maintains job cost accounting records; conducts close-out procedures of District and developer jobs; tracks and updates budget expenditures for equipment and capital improvements; maintains accounts receivable, materials inventory, depreciation and fixed asset records; performs

month-end close of accounts payable, receivable, payroll, inventory, fixed assets general ledger and job costs; makes data entries for material requisitions; enters cash receipts to sub-ledger; analyzes, recommends, troubleshoots and oversees improvements in methods, procedures, software and forms; bank account reconciliation; maintains investment purchase, sales and amortization schedules; tracks wire fund transfers; maintains overheaded payroll schedule; prepares sales tax returns, W-2's and 1099's; and conducts special projects and provides data for analysis purpose.

## **OTHER DUTIES**

Assists outside auditors with annual audit; acts as Auditor-Controller in his/her absence. Participates in District payroll and accounts payable duties as required; troubleshoots accounting software problems and identifies requirements of accounting and project management software; trains employees in use of accounting system; participates in software conversions.

**QUALIFICATIONS** (The following minimum qualifications are necessary for entry into the class):

### Education/Experience

Sufficient experience and education in accounting and as a Senior Accountant to perform the duties of the Accountant Supervisor. A typical way of obtaining the required qualifications is to possess the equivalent of five years of experience in the Senior Accountant role as well as hold a Bachelor's degree in accounting, business administration, management or a closely-related field from an accredited college or university; and at least one year of experience as a supervisor is preferred.

### Knowledge/Skill/Ability

*Knowledge of:* accounting principles; job cost accounting; general banking procedures; general accounting processes and procedures; accounts payable, accounts receivable, payroll, inventory, fixed assets and cash receipts; problem solving, interpersonal, and negotiating skills; personal computers, applicable software, and human resources principles related to public accounting.

*Ability to:* analyze financial statements and prepare coherent and factual reports; interpret and follow procedures, policies, rules, and ordinances applicable to assigned duties; interpret related rules and procedures; maintain accurate records; maintain the highly confidential nature of personnel information; develop and maintain a variety of sophisticated spreadsheets; use word processing software; conduct special projects requiring analysis of processes and procedures and development of recommendations to improve the effectiveness and/or efficiency of District accounting systems; prepare clear and concise written reports; work overtime, weekends and holidays as required, and remain available in the event of an emergency; establish and maintain effective working relationships.

### License/Certificate

Possession of a valid Class C California driver's license.

## **WORKING CONDITIONS/PHYSICAL REQUIREMENTS**

Position requires working in a standard office environment and involves prolonged sitting, repetitive motion, walking, kneeling, squatting, stooping, turning, bending and upper body twisting in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing statistical reports and data using a computer keyboard and adding machine. Additionally, the position requires near and far vision in reading statistical data and using the computer,

and hearing is required when providing phone service. Incumbents may be required to lift files, papers and reports weighing up to 25 pounds.

**OTHER REQUIREMENTS**

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."

DRAFT

**NORTH MARIN WATER DISTRICT**  
**Employee Salary Ranges and Job Classifications**

9/27/2019

Effective October 1, 2019

JOB CLASSIFICATION	Beg Monthly	6 Mo Monthly	18 Mo Monthly	24 Mo Monthly	Merit Monthly
<b><u>ADMINISTRATION DEPARTMENT</u></b>					
Receptionist/Cashier	4,767	5,006	5,256	5,519	5,795
Account/Credit Clerk II	5,263	5,526	5,802	6,092	6,397
Accounting Clerk II	5,263	5,526	5,802	6,092	6,397
Field Service Representative	5,303	5,568	5,846	6,138	6,445
Storekeeper/Safety Coordinator	5,868	6,161	6,469	6,792	7,132
Consumer Services Supervisor	7,439	7,811	8,202	8,612	9,043
Senior Accountant	7,767	8,155	8,563	8,991	9,441
District Secretary	8,091	8,496	8,921	9,367	9,835
Human Resource/Safety Manager	8,227	8,638	9,070	9,524	10,000
Accounting Supervisor	8,364	8,782	9,221	9,683	10,167
Auditor-Controller	12,864	13,507	14,182	14,891	15,636
General Manager	16,666	16,666	16,666	16,666	16,666
<b><u>CONSTRUCTION / MAINTENANCE DEPARTMENT</u></b>					
Laborer	4,722	4,958	5,206	5,466	5,739
Pipe Worker Assistant	5,066	5,319	5,585	5,864	6,157
Pipe Worker	5,868	6,161	6,469	6,792	7,132
Heavy Equipment Operator	6,090	6,395	6,715	7,051	7,404
Distribution Maintenance Foreman	7,123	7,479	7,853	8,246	8,657
Pipeline Foreman	7,123	7,479	7,853	8,246	8,657
Construction/Maintenance Superintendent	9,839	10,331	10,848	11,390	11,960
<b><u>ENGINEERING DEPARTMENT</u></b>					
Engineering Secretary	5,479	5,753	6,041	6,343	6,660
Engineering Services Rep	5,996	6,296	6,611	6,942	7,289
Engineering Technician IV	7,137	7,494	7,869	8,262	8,675
Junior Engineer	7,452	7,825	8,216	8,627	9,058
Assistant Civil Engineer	8,146	8,553	8,981	9,430	9,902
Water Conservation Coordinator	9,283	9,747	10,234	10,746	11,283
Associate Civil Engineer	9,577	10,056	10,559	11,087	11,641
Chief Engineer	11,868	12,461	13,084	13,738	14,425

**NORTH MARIN WATER DISTRICT**  
**Employee Salary Ranges and Job Classifications**

9/27/2019

Effective October 1, 2019

JOB CLASSIFICATION	Beg Monthly	6 Mo Monthly	18 Mo Monthly	24 Mo Monthly	Merit Monthly
<b><u>OPERATIONS / MAINTENANCE DEPARTMENT</u></b>					
Building & Grounds Maint Assistant	4,456	4,679	4,913	5,159	5,417
Program Assistant I	4,810	5,051	5,304	5,569	5,847
Cross Connection Control Tech I	5,160	5,418	5,689	5,973	6,272
Assistant Water Distrib & TP Operator	5,913	6,209	6,519	6,845	7,187
Apprentice Electrical/Mechanical Tech	5,629	5,910	6,206	6,516	6,842
Program Assistant II	5,847	6,139	6,446	6,768	7,106
Auto/Equipment Mechanic	5,868	6,161	6,469	6,792	7,132
Chemist I	6,412	6,733	7,070	7,424	7,795
Cross Connection Control Tech II	6,272	6,586	6,915	7,261	7,624
Electrical/Mechanical Technician	6,607	6,937	7,284	7,648	8,030
Water Distrib & TP Operator	7,362	7,730	8,117	8,523	8,949
Senior Electrical/Mechanical Tech	7,158	7,516	7,892	8,287	8,701
Senior Water Distrib & TP Operator	8,192	8,602	9,032	9,484	9,958
Chemist II	7,637	8,019	8,420	8,841	9,283
Senior Chemist	8,358	8,776	9,215	9,676	10,160
Maintenance Supervisor	8,308	8,723	9,159	9,617	10,098
Distrib & Treatment Plant Supervisor	9,911	10,407	10,927	11,473	12,047
Water Quality Supervisor	9,784	10,273	10,787	11,326	11,892
Operations/Maintenance Superintendent	11,003	11,553	12,131	12,738	13,374

## ORGANIZATION CHART — ACCOUNTING/HR

**Current (6 FTEs, 1 Temp):**



**Proposed (6 FTEs, 1 Temp):**



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## MEMORANDUM

To: Board of Directors October 11, 2019  
 From: Jack Baker, Board President  
 Subj: Approval of Salary, Terms and Conditions of Employment – General Manager (Board Resolution 19-XX amending Prior Board Resolution 17-11)  
t:\gm\staff\2019\gm conditions of employment memo 10.11.19.doc

**RECOMMENDED ACTION: Approve**

**FINANCIAL IMPACT: \$35,002 + \$9,958 in benefits (per year)**

The Board has recently met to discuss the General Manager's performance review and the terms and conditions of the General Manager's employment. The Board recognizes that the General Manager has not had a salary adjustment since May 2, 2017 and desires to authorize a base salary increase, effective October 16, 2019, in the amount of \$35,002 per year, which includes the following factors:

- An aggregate, 9.7% COLA wage increase<sup>1</sup>;
- A true-up of \$10,000 to match pre-May 2017 GM salary schedule<sup>2</sup>
- An equity adjustment to base salary of \$4,986

The total annual salary increase is estimated to be \$35,002. In addition, payroll taxes will increase by \$510 and retirement contributions will increase by \$9,448 annually.

In accordance with applicable CalPERS' regulations, 2 CCR § 570.5, authorization is also requested from the Board to approve the attached Resolution 19-XX to update the publicly available pay schedule for the General Manager position. After factoring in the above adjustments, the annual base salary for the General Manager position will be \$235,000, effective October 16, 2019.

For procedural purposes, this agenda item was initially presented to the Board at its October 1 meeting for discussion.

**Recommendation:**

Board authorize approval of Resolution 19-XX, North Marin Water District Conditions of Employment- General Manager.

Attachment

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1 The Consumer Price Index for All Urban Consumers (CPI-U) year-to-year change for the San Francisco-Oakland area for August 2017 was 2.7%, 4.3% for August 2018, and 2.7% for August 2019.

2 Note: the May 2017 GM salary was reduced \$10,000 from the approved GM Salary at that time.

RESOLUTION No. 19-XX  
OF  
THE NORTH MARIN WATER DISTRICT  
CONDITIONS OF EMPLOYMENT - GENERAL MANAGER

---

WHEREAS: Drew Douglas McIntyre was hired as Chief Engineer of the District on October 12, 1998; and

WHEREAS: Mr. McIntyre was appointed Assistant General Manager/Chief Engineer of the District by unanimous vote of the Board of Directors on July 21, 2015; and

WHEREAS: Mr. McIntyre's appointment as General Manager became effective by unanimous vote of the Board of Directors on May 2, 2017; and

WHEREAS: as appropriate, the Board may amend the terms and conditions of Mr. McIntyre's employment as General Manager: and

WHEREAS: the Board desires to amend Mr. McIntyre's terms and conditions of employment as provided for under prior Board Resolution No. 17-11: and

WHEREAS: Effective October 16, 2019 the following provisions apply:

WHEREAS: Mr. McIntyre serves at the pleasure of the Board and shall:

- a. Have full charge and control of the maintenance, operation and construction of the water and wastewater systems of the District,
- b. Have full power and authority to employ and discharge all employees (excluding the District Secretary, Auditor and Chief Engineer),
- c. Have full power to determine the duties of employees,
- d. Set the compensation of employees subject to Board policy,
- e. Represent the District at various public entities/private groups and perform other duties as requested by the Board, and
- f. Report to the Board in accordance with Board policy.

NOW, THEREFORE, BE IT RESOLVED that the conditions of Mr. McIntyre's employment, remuneration and benefits are:

1. Annual base salary of \$235,000 per year to be paid in semi-monthly installments. Said salary shall be reviewed annually.

2. Reimbursement of business or business related mileage incurred on privately owned vehicle at the normal rate per mile authorized by the District plus payment by District of \$338 per month. General Manager's use of privately owned vehicle is for the convenience of the District and required as a condition of employment. General Manager shall maintain in force liability insurance on private vehicle of not less than \$250,000 for one individual and \$500,000 per accident.

3. Reimbursement of all reasonable expenses incurred in connection with the conduct or furtherance of District business and affairs.

4. Other benefits as are from time to time afforded all District unrepresented employees with the exception of overtime compensation. Except for vacation, such benefits, which are a function of time in service, shall be calculated from the date first employed by the District.

5. The right to reside in any area within the District territorial boundaries.

6. The General Manager will schedule a "closed session" meeting on the Board's agenda each year for the purpose of his performance evaluation.

\* \* \* \* \*

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted/amended by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the \_\_\_ day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

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Theresa Kehoe, District Secretary  
North Marin Water District

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## MEMORANDUM

To: Board of Directors

Date: October 11, 2019

From: Drew McIntyre, General Manager



Subject: Approve ESA Consulting Services Agreement – Permitting Services for Lagunitas Creek Slope Stabilization Project (Upstream of Gallagher Ranch Bridge)

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**RECOMMENDED ACTION:** That the Board authorize the General Manager to execute an agreement with ESA.

**FINANCIAL IMPACT:** \$57,500 (No budget augmentation needed at this time)

Background

At the May 7, 2019 meeting, the Board was apprised of flood damage to Lagunitas Creek immediately upstream of the Gallagher Ranch Bridge (used to support our Gallagher Well transmission pipeline). Due to concerns that ongoing creek bank erosion could jeopardize the bridge abutments, the Board approved submission of a request to the Natural Resources Conservation Service (NRCS) for Emergency Watershed Protection (EWP) grant funding. On August 28, 2019, the District received notice that the project had been approved by NRCS for grant funding under their EWP program. The EWP program provides 75% grant funding for construction costs plus a 7.5% allowance for design phase services. Permitting costs are not eligible for grant funding.

The program has a fast timeline and we must show due diligence working quickly through the design/permitting, bid and construction phases. The overall project must be completed by April 2020. At the October 1, 2019 meeting the Board approved an agreement with WRA to perform design phase services (through construction) for the Lagunitas Creek Slope Stabilization project. At that time the Board was also advised that an agreement for permitting services by Environmental Science Associates (ESA) would be brought back to the Board at this meeting for approval.

Consulting Agreement

ESA is a California based consulting firm with a local office in Petaluma. ESA has a proven track record working with the District on many previous construction projects requiring state and federal permits. The agreement, including scope of work and fee schedule is attached.

### Financial Impact

The total conceptual project cost estimate for this work is approximately \$450,000 with design and permitting costs of ~\$150,000 and construction costs of ~\$300,000. Federal grant reimbursement funding is estimated at \$225,000 for construction and \$22,500 for design resulting in a total estimated federal contribution of ~\$250,000. The local match is estimated at ~\$200,000. Staff have been in discussion with the property owners and Marin Agricultural Land Trust (MALT) and expect to receive a \$50,000 local match contribution thereby reducing NMWD's estimated local share to \$150,000. Note that these costs are conceptual at this time and will be updated once the design is finalized.

This project was not originally anticipated in the FY19/20 CIP budget. However, a West Marin budget augmentation is not being requested at this time because delays in other FY19/20 West Marin Capital Improvement Projects could result in sufficient funds being available in the current fiscal year budget. The need for any budget augmentation will be reviewed again at the mid-year CIP budget review.

### RECOMMENDATION

That the Board authorize the General Manager to execute an agreement with ESA for permitting services related to the Lagunitas Creek Slope Stabilization Project for a not to exceed fee of \$57,500.

## **AGREEMENT FOR CONSULTING SERVICES**

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and Environmental Science Associates (ESA), hereinafter, "**Consultant**".

**WHEREAS**, Consultant is a duly qualified consulting firm, experienced in environmental permitting and monitoring services, and CEQA analysis.

**WHEREAS**, in the judgment of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant to provide environmental consulting services for the Lagunitas Creek Slope Stabilization project.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### **PART A -- SPECIFIC PROVISIONS:**

**1. DESCRIPTION OF SERVICES AND PAYMENT:** Except as modified in this agreement, the services to be provided and the payment schedule are:

- a. The scope of work and fee amount covered by this agreement shall be that specified in the proposal dated October 10, 2019 and included in Attachment A of this agreement.
- b. The fee for the work shall be on a time and expense (T & E) basis utilizing the fee schedule included in Attachment B of this agreement and shall not exceed \$57,500 without prior written authorization by NMWD.

### **PART B -- GENERAL PROVISIONS**

**1. ASSIGNMENT/DELEGATION:** Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

**2. STATUS OF CONSULTANT:** The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of NMWD, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits NMWD provides its employees.

**3. INDEMNIFICATION:** NMWD is relying on the professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that neither acceptance of the Consultant's work by NMWD nor Consultant's failure to perform shall operate as a waiver or release.

- a. With respect to design professional services provided under this agreement, Consultant shall assume the defense of and defend NMWD, its directors, officers, agents, and employees in any action at law or in equity to the extent that liability is

claimed or alleged to arise out of, pertain to, or relate to, either directly or indirectly, the intentional or willful misconduct, recklessness, or negligent act, error, or omission of Consultant (or any person or organization for whom Consultant is legally liable) in the performance of the activities necessary to perform the services for District and complete the task provided for herein. In addition, Consultant shall indemnify, hold harmless, and release NMWD, its directors, officers, 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 Consultant, to the extent arising out of, pertaining to, or relating to, the negligent acts, errors or omissions, recklessness, or intentional or willful misconduct of the Consultant (or any consultant or subcontractor of Consultant) in connection with the activities necessary to perform the services and complete the task provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

- b. With respect to all services other than design professional services provided under this agreement, Consultant shall indemnify, hold harmless, release and defend NMWD, 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 Consultant, arising out of or in connection with the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the NMWD or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

**4. PROSECUTION OF WORK:** The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by December 31, 2020, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance, the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed.

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

North Marin Water District  
P.O. Box 146  
Novato, CA 94948  
Attention: Drew McIntyre

Consultant:  
ESA  
1425 N. McDowell Blvd., Suite 200  
Petaluma, CA 94954  
Attention: James O'Toole

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.



**6. MERGER:** This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

**7. SEVERABILITY:** Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

**8. TERMINATION:** At any time and without cause the NMWD shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, NMWD shall pay the Consultant for services rendered to such date.

**9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA:** The Consultant assigns to NMWD all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any plans and specifications, reports and document now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to NMWD in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of any plans and specifications, reports and documents as NMWD may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of NMWD. The Consultant will not use, or permit another to use, any plans and specifications, reports and document in connection with this or any other project without first obtaining written permission of NMWD.

All materials resulting from the efforts of NMWD and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, computer programs, computer printouts, digital data, notes and any other pertinent data are the exclusive property of NMWD. Re-use of these materials by the Consultant in any manner other than in conjunction with activities authorized by NMWD is prohibited without written permission of NMWD.

Consultant shall deliver requested materials to NMWD in electronic format including but not limited to engineering calculations, plans (AutoCad, current edition) and specifications (MS Word, current edition).

**10. COST DISCLOSURE:** In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided NMWD, the numbers and amounts of all contracts and subcontractors relating to the preparation of the report.

**11. NONDISCRIMINATION:** The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

**12. EXTRA (CHANGED) WORK:** Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless it has been authorized, in writing, in advance, by NMWD. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Said review shall occur before consultant

incurs 75% of the total fee approved for any phase of the work. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

**13. CONFLICT OF INTEREST:** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

**14. INSURANCE REQUIREMENTS FOR CONSULTANTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Commercial General Liability coverage
2. Automobile Liability
3. Workers' Compensation insurance as required by the State of California.
4. Professional Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

**Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability (including operations, products and completed operations.): **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation Insurance: as required by the State of California.
4. Professional Liability, **\$1,000,000** per occurrence.

**Verification of Coverage**

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require at any time complete and certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**Subcontractors**

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the District for review and approval. All coverage for subcontractors shall be subject to all of the requirements stated herein.

## **Self-Insured Retentions**

Any self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District (such as a surety bond) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

## **Other Insurance Provisions**

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

## **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**15. DISPUTE RESOLUTION:** Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom will strike one name leaving the remaining as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

**16. BILLING AND DOCUMENTATION:** The Consultant shall invoice NMWD for work performed on a monthly basis and shall include a summary of work for which payment is requested. The invoice shall state the authorized contract limit, the amount of invoice and total amount billed to date. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

**17. REASONABLE ASSURANCES:** Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

**18. PREVAILING WAGE REQUIREMENTS:** Prevailing Wage Rates apply to all Consultant personnel performing work under the Agreement for which wage determinations have been made by the Director of Industrial Relations pursuant to California Labor Code Sections 1770– 1782,. Consultant shall comply with all applicable prevailing wage labor code requirements.

**NORTH MARIN WATER DISTRICT  
"NMWD"**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Drew McIntyre, General Manager

**ENVIRONMENTAL SCIENCE ASSOCIATES  
"CONSULTANT"**

Dated: \_\_\_\_\_

\_\_\_\_\_  
James O'Toole, Vice President

October 10, 2019

Mr. Drew McIntyre  
North Marin Water District  
999 Rush Creek Place  
Novato, CA 94945

**Subject: Proposal to Provide Permitting Assistance  
NMWD Gallagher EWP Stream Channel Repair and Restoration**

Dear Drew:

ESA is pleased to present this letter scope of work to provide environmental permitting support services to the North Marin Water District (NMWD). This scope and fee estimate are based on ESA's preliminary review of the NMWD Gallagher Emergency Watershed Protection (EWP) project information and subsequent NMWD telephone conversations. Based upon this review, ESA has identified a streamlined permitting approach to meet the schedule and cost goals of the project. However, additional resources may be required to actually obtain permits, and the final cost may be affected by project design and regulatory agency requirements.

**Permitting Approach and Design Assumptions**

ESA assumes project goals can be met with a design that can conform to the requirements of the California Habitat Restoration and Enhancement Act (HREA), which established a permitting process with California Department of Fish and Wildlife (CDFW) for landowners, state and local government agencies, and conservation organizations wanting to implement small-scale, voluntary habitat restoration projects across California. Habitat restoration or enhancement projects, as defined by HREA, are projects with the primary purpose of improving fish and wildlife habitat and meet the eligibility requirements for the State Water Resources Control Board's Order for Clean Water Act Section 401 General Water Quality Certification for Small Habitat Restoration Projects. Projects approved under HREA must be consistent with widely recognized restoration practices, must avoid or minimize any incidental impacts, and must result in measurable environmental benefits. Restoration and enhancement projects approved by CDFW, pursuant to HRE, **will not require additional permits from CDFW**, such as a Lake or Streambed Alteration agreement or California Endangered Species Act permit. Additionally, CDFW will approve complete applications within **30-days** or **60-days** depending on the type of request submitted (i.e., Fish & G. Code, §§ 1652 or 1653).

The HREA permitting approach is explained on CDFW's website: <https://www.wildlife.ca.gov/Conservation/Environmental-Review/HRE-Act>, and includes the below requirements. Based on our preliminary discussions, it appears that the project would be able to conform to these requirements.

1. Must qualify for coverage under the CEQA CatEx for Small Habitat Restoration Projects (<500LF and 5 acres)

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2. Must apply for USACE 404 Nationwide Permit (NWP 13 Bank Stabilization would likely apply for this project).
3. Process provides for a 60-day timeframe, includes Clean Water Act (CWA) 401 Water Quality Certification, CDFW 1602, and CESA take coverage.

### **Scope of Work**

Our scope of work assumes the following tasks to submit permit applications to support the project. All tasks assume one round of comment by NWMD and its team, including design team of WRA Environmental Consultants, property owners and USDA Natural Resources Conservation Service (NRCS). ESA reserves the ability to move effort between tasks in order to complete the overall scope of work.

#### **1. Prepare CEQA CatEx and file Notice of Exemption. \$2,500**

Assuming the project qualifies for Categorical Exemption Class 33 for Small Habitat Restoration Projects (PRC Section 21083; CEQA Guidelines Section 15333), ESA will prepare Categorical Exemption for review and filing by NWMD.

#### **2. Aquatic Resources Delineation Report: \$10,000**

ESA will prepare an Aquatic Resources Delineation Report to support the US ACE 404 Nationwide 13 Application. Wetland delineation will rely on design detail provided by others in terms of graphics, design details and schedule. ESA will conduct a routine delineation to map the location and extent of potentially jurisdictional waters of the U.S. within the project study area (including access and staging areas) and appropriate buffer areas, in accordance with the US ACE's 1987 Wetlands Delineation Manual, and current US ACE guidance. The survey will entail a one-day field survey conducted by two trained staff using GPS survey equipment to map the extent of potentially jurisdictional wetlands and waters. ESA will prepare a report documenting the results of the survey, maps, and supporting documentation to support regulatory agency review of the proposed project. Although this report would support permit applications, this scope assumes the delineation will not require US ACE verification.

#### **3. Habitat Assessment Memo \$5,000**

NRCS biologists are evaluating federally-listed species and protected habitats for the project area and are leading federal consultations with the U.S. Fish and Wildlife Service and NOAA National Marine Fisheries Services. To support the state applications, ESA will prepare a Habitat Assessment Memo utilizing existing species occurrence information from available databases, such as the CNDDDB records search and results from a field reconnaissance survey. The report will summarize potential state-listed resources in the project area and identify impact avoidance and minimization measures for construction consideration. The report will include one field survey, and development of a map of existing habitat types within the project area. This scope assumes a level of detail to support the HREA permitting approach and that the report would be submitted to regulatory agencies to provide background information and confirm inclusion of avoidance measures.

#### **4. US ACE CWA Section 404 NWP 13 Notification: \$10,000**

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ESA will prepare a Section 404 NWP 13 Notification for submittal to US ACE. This application will be supported by Delineation Report and Habitat Assessment memo prepared under Task 2 and 3. Approval under the CWA Section 404 Nationwide Permit Program will be requested from the USACE. This scope assumes the project elements qualify for coverage under Nationwide Permit Number 13 (Bank Stabilization). The US ACE notification form (ENG 4345) will be completed and submitted along with supplemental information on the project, including a brief project description and project maps, a brief review of potential impacts, and a list of impact avoidance and minimization measures that will be implemented. The technical reports prepared in Tasks 2 and 3, and relevant documents previously prepared for the project by WRA and NRCS will be submitted with the application package, as appropriate. A cover letter summarizing the project and anticipated construction schedule will be prepared.

**5. CDFW HREA Notification (form, supplemental info, reports): \$5,000**

An HREA Notification will include a brief project description and project maps, a brief review of potential impacts, and a list of impact avoidance and minimization measures that will be implemented. The technical reports prepared in Tasks 2 and 3 will be submitted, along with relevant documents prepared by WRA and NRCS. A cover letter summarizing the project and anticipated construction schedule will be prepared.

**6. SWRCB Notice of Intent package to request coverage under the Small Habitat Restoration General Order: \$5,000**

To request coverage under the Small Habitat Restoration Project General Order (SWRCB File No. SB12006GN), the Notice of Intent form will be completed and submitted along with supplemental information on the project, including a brief project description and project maps, a brief review of potential impacts, and a list of impact avoidance and minimization measures that will be implemented. The technical reports prepared in Tasks 2 and 3 will be submitted, along with relevant documents prepared by WRA and NRCS. A cover letter referencing the US ACE's involvement and anticipated construction schedule will be prepared.

**7. Coastal Development Permit. \$7,500.** ESA will prepare Coastal Development Permit Application pursuant to the local coastal plan.

**8. Project Management and Agency Coordination Support: \$2,500** Upon submittal of the agency notifications, ESA will immediately follow up with regulatory agency staff to confirm receipt and respond to project questions. This scope includes participation in one conference call with regulatory agency staff, and meeting notes. This task also includes a limited amount of agency coordination support, including Marin County JARPA meeting, within the allotted budget for this task.

**9. Post Project Monitoring: \$10,000.** ESA will review post-project monitoring requirements for state agency permits and coordinate with NMWD and NRCS regarding monitoring needs. Our scope of work provides an order of magnitude cost estimate of \$10,000 to be reviewed following permit issuance.

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**Assumptions:**

- Designs will be at 30% complete prior to task initiation, and the designs will be a bioengineered approach with minimal rock fill and less than 500 linear feet and 5 acres.
- Project description, including construction plan and figures, will be provided to ESA prior to task initiation.
- WRA will provide cut/fill and habitat impact numbers and associated maps/figures based on our GIS wetlands and habitat field data.
- NRCS/WRA will provide species and water quality protection measures for incorporation into the agency notifications.
- The 404 application will not be submitted until the Federal Endangered Species Act (FESA) Section 7 and National Historic Preservation Act (NHPA) Section 106 consultations are initiated.
- ESA will prepare regulatory agency notifications and documents following agency guidelines but cannot guarantee receipt of permits and approvals within a specific timeframe.

**Limitations**

- Scope does not include the following. However, ESA is available to provide these support services as appropriate and can generate a scope and budget upon request.
  - o Biological Assessments to support FESA Section 7 consultations –NRCS will complete
  - o NHPA Section 106 Cultural Resources Report –NRCS will complete
  - o Monitoring Plan –ESA assumes WRA will prepare this as part of their revegetation plan
  - o Coastal Zone Management Act permitting – The site is within Marin County’s Coastal Zone Management Plan so project will need a Coastal Development Permit from Marin County. ESA assumes WRA will complete.
  - o Compensatory mitigation support – ESA assumes the agencies will not require compensatory mitigation for permanent loss of wetlands/waters/sensitive habitat
  - o Application fees. ESA assumes that NMWD will pay application fees.
  - o Agency Support: Our scope of work for agency support and coordination is limited to \$2,500.

Our estimated cost to complete the above scope of work is **\$57,500**. Please feel free to reach out with any questions. ESA is prepared to commence work upon receipt of the NTP and any project-related materials which may have come to light since finalization of our advisory findings. Thank you again for the continued opportunity with you and your colleagues at NMWD.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim E. O'Toole'.

**James E. O'Toole**  
Senior Vice President

ESA | Environmental Science Associates  
*Celebrating 50 Years of Work that Matter*





# Environmental Science Associates & Subsidiaries 2019 Schedule of Fees

## I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	265	280	300
Director	210	225	240
Managing Associate	175	190	205
Senior Associate	150	160	170
Associate	105	125	135
Project Technicians	85	100	120

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

## II. ESA Expenses

### A. Travel Expenses

- 1. Transportation
  - a. Company vehicle – IRS mileage reimbursement rate
  - b. Common carrier or car rental – actual multiplied by 1.15
- 2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

### B. Communications and Project Support Fee

Non-travel expenses incurred for the duration of the agreement for project support but not itemized below, including document retention, delivery and communications. Project labor charges multiplied by 3%.



### C. Printing/Reproduction Rates

Item	Rate/Page	Sample Pricing
Black & White – 8.5 x 11	\$0.10	
Black & White – 11 x 17	\$0.20	
Color – 8.5 x 11	\$0.40	
Color – 11 x 17	\$0.70	
B&W – Plotter (Toner – ECO Quality)	\$0.40/sf	24x36 B/W CAD drawing would cost \$2.40 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.00/sf	24x36 B/W CAD drawing would cost \$6.00 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.00/sf	24x36 Color Drawing would cost \$12 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$4.00/sf	24x36 Color Drawing would cost \$24 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

### D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
<b>Project Specific Equipment:</b>			
Vehicles – Standard size	\$ 40 <sup>a</sup>	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Noise Meter	100		
Hydroacoustic Noise Monitoring Equipment	150		
Electrofischer	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Hypsometer (Nikon)	20		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	125	500	
Spot Light	30		
Spotting Scope	50	200	
<b>Topographic Survey Equipment:</b>			
Auto Level	40		
Total Station	200	600	
DJI Quad Drone	300	1,200	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Trimble GPS	75	350	900
iPad/Android Tablet + 1m GNSS External Sensor (Trimble R1, Bad Elf)	75	350	900
iPad/Android Tablet only (includes Garmin Glo external sensor)	50	225	600
Laser Level	60		
Garmin GPS or equivalent	25		250

Item	Rate/Day	Rate/Week	Rate/Month
<b>Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:</b>			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 350
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	
Logging Water Level - Pressure Transducer	10	30	100
Logging Barometric Pressure Logger	5	15	50
Well Probe / Water Level Meter	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
<b>Water Quality Equipment:</b>			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
Logging Conductivity/Water Level Recorder	20	60	200
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
HOB0 Salinity Gauge			125
Water Quality Sonde			800
YSI 650 with 6920 Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
<b>Sedimentation / Geotechnical Equipment:</b>			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Guelph Permeameter	50	200	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
<b>Boats:</b>			
14' Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe/Kayak	30	120	
20' Lowe Boat w/115 HP Outboard	300	1,500	
17' Boston Whaler w/ 90 HP Outboard	300	1,500	
<sup>a</sup> Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher.			

### III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

### IV. Other


The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

### V. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.

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## MEMORANDUM

TO: Board of Directors October 11, 2019  
 FROM: Rocky Vogler, Chief Engineer   
 SUBJ: Approve Contract: Third Party Coating Inspection for Cherry Hill Tank No. 2  
 Recoat and Rehabilitation Project – DB Gaya Consulting LLC  
R:\Folders by Job No\6000 jobs\6205.22 Cherry Hill No. 2 Recoat\BOD memos\6205.22 Cherry Hill Tank 2 Inspect BOD MEMO.doc

**RECOMMENDED ACTION:** Authorize the General Manager to execute an agreement with DB Gaya Consulting LLC for coating inspection services on a time and expense basis with a not to exceed limit of \$22,152

**FINANCIAL IMPACT:** \$22,152 (plus contingency reserve of \$2,250)

BACKGROUND:

In addition to some structural rehabilitation of the tank and installation of a tank mixing system, the Cherry Hill Tank No. 2 Recoat and Rehabilitation Project includes surface preparation and complete re-coating of the tank interior and exterior. To ensure quality application of the tanks' new protective coating systems, the services of a certified coating inspector are recommended. The scope of work includes but is not limited to inspecting coating removal, conducting surface assessment prior to re-coating, overseeing the surface preparation, monitoring coating product mixing, inspecting the application, documenting all daily tasks performed, verifying that work follows contract specifications and conducting interim and final testing.

The District solicited Request for Proposals from two firms experienced with protective coating inspections and both firms submitted proposals based on a time and materials basis.

	Firm	Hourly Rate		Total Hours	Total \$
		Regular	OT		
1	DB Gaya Consulting LLC, Sebastopol, CA	\$105	\$130	200	\$22,152
2	Brelje & Race Consulting Engineers, Santa Rosa, CA	-	-	200	\$36,000

Both firms have recent experience working on projects of a similar size, proximity to Marin County, and previous experience working with the District. The DB Gaya Consulting LLC (Gaya) proposal provided an estimated cost that was 38% lower than the Brelje & Race cost. Gaya is located in Sonoma County, and has recent relevant experience including providing satisfactory inspection services for the District on the 5 MG Atherton Tank project in 2015 and 5 MG San Mateo Tank project in 2018. Travel costs are included in the total cost. Gaya assumes approximately four weeks of full time inspection and two weeks of half time inspection and the

total time estimated is 200 hours. From past experience, the time estimated for inspection by Gaya is realistic and fees are reasonable.

Therefore, staff recommends awarding the inspection contract to Gaya.

RECOMMENDATION:

Board authorize the General Manager to execute an agreement with DB Gaya Consulting LLC for coating inspection services on a time and expense basis with a not to exceed limit of \$22,152 plus an approved contingency reserve of \$2,250.

## **AGREEMENT FOR CONTRACTING SERVICES**

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and **DB Gaya Consulting LLC**, hereinafter, "**Consultant**".

**WHEREAS**, Consultant is a duly qualified consulting firm, experienced in tank coating inspection,

**WHEREAS**, in the judgment of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant for the Cherry Hill Tank No. 2 Recoat and Rehabilitation project.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### **PART A -- SPECIFIC PROVISIONS:**

**1. DESCRIPTION OF SERVICES AND PAYMENT:** Except as modified in this agreement, the services to be provided and the payment schedule are:

- a. The scope of work and fee amount covered by this agreement shall be that specified in the proposal dated August 19, 2019 and included in Attachment A of this agreement.
- b. The fee for the work shall utilize the fee schedule included in Attachment A of this agreement and shall not exceed \$22,152 without prior written authorization by NMWD.

### **PART B -- GENERAL PROVISIONS**

**1. ASSIGNMENT/DELEGATION:** Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

**2. STATUS OF CONSULTANT:** The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of NMWD, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits NMWD provides its employees.

**3. INDEMNIFICATION:** NMWD is relying on the professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that neither acceptance of the Consultant's work by NMWD nor Consultant's failure to perform shall operate as a waiver or release.

- a. With respect to design professional services provided under this agreement, Consultant shall assume the defense of and defend NMWD, its directors, officers, agents, and employees in any action at law or in equity to the extent that liability is claimed or alleged to arise out of, pertain to, or relate to, either directly or indirectly, the intentional or willful misconduct, recklessness, or negligent act, error, or omission of Consultant (or any person or organization for whom Consultant is legally liable) in the performance of the activities necessary to perform the services for District and complete the task provided for herein. In addition, Consultant shall indemnify, hold harmless, and release NMWD, its directors, officers, 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 Consultant, to the extent arising out of, pertaining to, or relating to, the negligent acts, errors or omissions, recklessness, or intentional or willful misconduct of the Consultant (or any consultant or subcontractor of Consultant) in connection with the activities necessary to perform the services and complete the task provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.
- b. With respect to all services other than design professional services provided under this agreement, Consultant shall indemnify, hold harmless, release and defend NMWD, 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 Consultant, arising out of or in connection with the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the NMWD or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

**4. PROSECUTION OF WORK:** The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by February 28, 2020, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance, the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed.

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

North Marin Water District  
P.O. Box 146  
Novato, CA 94948  
Attention:

Contractor:  
D.B Gaya Consulting  
2926 Thorn Rd.  
Sebastopol, CA 95472  
Attention: Dennis Gaya



and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

**6. MERGER:** This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

**7. SEVERABILITY:** Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

**8. TERMINATION:** At any time and without cause the NMWD shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, NMWD shall pay the Consultant for services rendered to such date.

**9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA:** The Consultant assigns to NMWD all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any plans and specifications, reports and document now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to NMWD in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of any plans and specifications, reports and documents as NMWD may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of NMWD. The Consultant will not use, or permit another to use, any plans and specifications, reports and document in connection with this or any other project without first obtaining written permission of NMWD.

All materials resulting from the efforts of NMWD and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, computer programs, computer printouts, digital data, notes and any other pertinent data are the exclusive property of NMWD. Re-use of these materials by the Consultant in any manner other than in conjunction with activities authorized by NMWD is prohibited without written permission of NMWD.

Consultant shall deliver requested materials to NMWD in electronic format including but not limited to engineering calculations, plans (AutoCad, current edition) and specifications (MS Word, current edition).

**10. COST DISCLOSURE:** In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided NMWD, the numbers and amounts of all contracts and subcontractors relating to the preparation of the report.

**11. NONDISCRIMINATION:** The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

**12. EXTRA (CHANGED) WORK:** Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless it has been authorized, in writing, in advance, by NMWD. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Said review shall occur before consultant incurs 75% of the total fee approved for any phase of the work. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

**13. CONFLICT OF INTEREST:** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

#### **14. INSURANCE REQUIREMENTS FOR CONSULTANTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

##### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Commercial General Liability coverage
2. Automobile Liability
3. Workers' Compensation insurance as required by the State of California.
4. Professional Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

##### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability (including operations, products and completed operations.): **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation Insurance: as required by the State of California.
4. Professional Liability, **\$1,000,000** per occurrence.

##### **Verification of Coverage**

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require at any time complete and certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

##### **Subcontractors**

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the District for review and approval. All coverage for subcontractors shall be subject to all of the requirements stated herein.

## **Self-Insured Retentions**

Any self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District (such as a surety bond) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

## **Other Insurance Provisions**

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

## **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**15. DISPUTE RESOLUTION:** Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom will strike one name leaving the remaining as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

**16. BILLING AND DOCUMENTATION:** The Consultant shall invoice NMWD for work performed on a monthly basis and shall include a summary of work for which payment is requested. The invoice shall state the authorized contract limit, the amount of invoice and total amount billed to date. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

**17. REASONABLE ASSURANCES:** Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

**18. PREVAILING WAGE REQUIREMENTS:** Prevailing Wage Rates apply to all Consultant personnel performing work under the Agreement for which wage determinations have been made by the Director of Industrial Relations pursuant to California Labor Code Sections 1770– 1782,. Consultant shall comply with all applicable prevailing wage labor code requirements.

**NORTH MARIN WATER DISTRICT  
"NMWD"**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Drew McIntyre, General Manager

**DB GAYA CONSULTING LLC  
"CONTRACTOR"**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dennis Gaya

**DB Gaya Consulting LLC**  
**2926 Thorn Rd.**  
**Sebastopol, CA 95472**  
**707-280-2240**

August 19, 2019

Ms. Carmela Chandrasekera, P.E.

Dear M.S. Chandrasekera,

DB Gaya Consulting LLC is pleased to submit this proposal for the Cherry Hill 2 re-coating project.

We specialize in high performance NSF approved tank linings as well as all high build epoxy, mastics and polyurethane liners for the wastewater and petroleum industries. Why choose our inspection company over others? We have been in business for 30 years and we have hundreds of satisfied customers who will tell you why. You can read testimonials on our web site. You'll find our proposal strategy for inspecting your project to be both economic and ecological – we use only the most modern green techniques for all our projects. All reports and correspondence is submitted via email. We will only submit paper copies when requested.

All information such as prices and schedules in this proposal will be valid for 120 days from the date of this proposal. For additional information or questions, please contact me at the number or Email address listed below.

We strongly believe our proposal has been thoroughly outlined and will meet or exceed all of your expectations and requirements. Thank you for your consideration and for putting your trust in DB Gaya Consulting LLC.

The estimate not to exceed figures attached to our proposal is based on past experience. The hours listed for each inspection task can change greatly do to contractor crew size, equipment used, procedures, workmanship, weather delays, etc.

Sincerely,

*Dennis Gaya*

Dennis Gaya  
Principal  
DB Gaya Consulting LLC

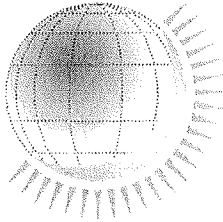
DB Gaya Consulting LLC  
2926 Thorn Rd.

Sebastopol, CA 95472

(PH) 707-280-2240

[www.dbgayaconsulting.com](http://www.dbgayaconsulting.com)

August 19, 2019



# Proposal

## Protective Coating Quality Assurance Inspection

Prepared for: Ms. Carmela Chandrasekera, P.E.  
North Marin Water District  
999 Rush Creek Place  
Novato, CA 94945

Project - NMWD Cherry Hill 2 Re-Coating

## Description

Our company provides Project Management and Quality Assurance Inspection Service for the surface preparation and protective coating applications to all types of industrial painting projects.

We have been serving Cities, Municipalities, Water Agencies and the Petro-chemical industries for the past 35years.

 [www.dbgayaconsulting.com](http://www.dbgayaconsulting.com)

Proposal Number: 2019-4

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## Introduction

DB Gaya Consulting LLC has implemented a quality control system to ensure that this project meets or exceeds the specifications. Our quality control system ensures the project will proceed with minimal unforeseen problems and eliminates the costly trial and error approaches used by companies who do not integrate quality control into their overall project development from start to finish.

- \* **Proprietary Software for Daily Reports**

Our proprietary daily reports are custom designed for each project. The reports can vary in length depending upon the amount of information recorded.

- \* **Detailed Photographic Documentation.**

All of the equipment, materials, surface preparation, and coating applications are photographed and included in the Daily Reports.

- \* **Weekly Progress Reports**

A weekly progress report is submitted showing the progress made to date and the percentage of the project remaining to be completed. The report is based on the weighted averages of each phase of the project.

- \* **Half Day Rates for Various Onsite Procedures**

We utilize ½ daily rates when appropriate. This can be a great cost savings to the owner. This 4 hour minimum rate is mostly used during the interior and exterior blasting performed in containment with DH control. We will visit the project site each morning to photograph and document the progress from the previous day

- \* **Final Acceptance**

A final walk through is performed with the Contractor, Inspector and Owner or Representative. A punch list of repairs needed will be developed and re-inspected until all deficiencies are repaired and accepted.

- \* **One Year Anniversary Inspection**

The contractor, owner and inspector will meet on site to inspect the applied coatings for any defects that have developed within the past year. All defects found will be identified and repaired at the contractor's expense.

All of the inspections procedures will be in accordance with SSPC, NACE, AWWA and ASTM methods and standards



## Project Approach

The bullets below indicate actions performed and documented while on the project site.

Coordinate with the contractor's superintendent and all personnel to assure project continuity.

- Document start-up and completion of tasks daily
- Monitor the number of crew and key personnel
- Conduct surface assessment prior to cleaning. This includes:
  - Check visible moisture, contaminant and irregularities
  - Check for flash rusting
  - Check the condition of all edges, welds, welds spatter, etc.
  - Grease and oil removal and protective coverings used if necessary
- Verify and record surface preparation system. This includes:
  - Compressor make and CFM rating
  - Blast pot size and configuration or recycling equipment
  - Cleanliness and dryness of operating air
  - Document media supplier, type and grade
  - Document recycle sequence and condition
  - Blast nozzle pressure/size and number of nozzles
  - Test for fines, oils, and chlorides in recycled media
  - Verify degree of cleanliness (e.g. SSPC-SP10)
  - Verify the surface profile
  - Photograph surfaces prior to coating application
- Record ventilation system and equipment/configuration.
  - Monitor interior and exterior ambient condition using Temperature Data Loggers manufactured by Onsat® Corp. All recorded temperature data is reviewed and logged daily.
- Monitor weather and temperature conditions. This is done to assure specification conformance. The following conditions are monitored by Onsat Data Loggers at 15-minute increments/ 24 hours per day. The readings are downloaded as determined by the project. We track the following data:
  - General weather conditions
  - Ambient temperatures
  - Dew point spread
  - Surface temperature of steel
  - Verification of dew point exceeding specified degree
  - Relative humidity
- Conduct surface assessment prior to coating application:
  - Check visible moisture, contaminants, and irregularities
  - Check flash rust formation
  - Verify dust and media residue removal
  - Verify compressed air is clean and dry
  - Record the time blasting ended

Record the time when the surface was accepted for coating  
Record the magnetic base reading of the substrate prior to application of prime coat

- Monitor mixing of coating to assure specification conformance. This includes:
  - Documentation of coating manufacturer
  - Document mixing operations
  - Base name, batch number, expiration date recorded
  - Activator or additive name, batch number, expiration date recorded
  - Thinner name, specified inclusion limits and amount added
  - Mixing ratio per specifications
  - Induction time per specifications
  - Amount of coating applied during painting operation.
  - Document the time application procedure began and ended
  - Verify the surface temperature at start and end of application
- Record application system:
  - Document system employed
  - Document tip, orifice sizes, brush or roller types and sizes
  - Document elapsed time since substrate preparation
  - Document coating product description
  - Verify the application is within recoat/topcoat parameters
  - Verify uncoated border left
  - Document wet film thickness
  - Observe brushing of irregular surfaces
- Record application irregularities such as:
  - Over spray
  - Drips/runs/sags/curtains
  - Orange peel
  - Mud cracking
  - Uneven coat
  - Excessive thickness
  - Visible holidays
  - Inadequate preparation
  - Foreign matter embedded in the coating
- Inspect and verify all aspects of workman safety and report unsafe conditions.
- Document and photograph all corrective measures
- Conduct interim and final inspections
- Check visual appearances and surface conditions
- Conduct dry film thickness measurements
- Conduct holiday detection
- Verify completion of cure
- Document and verify remedial work required
- Photograph daily all phases of work performed

Inspection reports including photos for each site visit will be E-mailed at the end of the day.  
The inspection report documents all inspection tasks performed and results obtained. In addition, a weekly project completion report detailing the percentage of each phase of the project will be submitted.

## WARRANTY INSPECTION

We will meet with District representatives and the Contractor at the time and date specified to perform the warranty inspections. If remedial work is required, a specification will be written. The warranty inspection will include visual inspection of the entire project to determine if there are any areas requiring repair. All defects found will be photographed and submitted to the District and the Contractor. All repairs will be monitored for Quality Assurance. Written acceptance will be presented to the Contractor and the Agency when all repairs are accepted.

## ✦ Personnel

The following DB Gaya Consulting LLC team members will be working with you during the course of your project. We have included our resumes below

### Resume

#### **Dennis Gaya – President**

Dennis has acquired 45 years of knowledge and experience with industrial coatings. The scope of his experience covers all aspects of the coatings industry from apprentice painter, journeyman painter on the San Francisco Bay Bridge, plant manager of an abrasive blasting and coating company to Vice President of a large industrial painting company.

In 1980, his knowledge of industrial coatings brought him to International Paint Company as Technical Service Manager. This position was responsible for developing coating specifications for the petro-chemical industry and performing site inspection for industrial coating projects throughout the United States and the Pacific Rim.

Realizing the requirement for independent third party inspection was increasing dramatically, especially in the petro-chemical industry, Dennis became an independent consultant and inspector in January 1986.

The American Construction Inspectors Association (A.C.I.A.) No. 5172 certifies Dennis as a registered Protective Coatings and Lining Inspector.

Dennis has attained certificates for the following:

- ✦ Red Lead abatement training certification – Steel Structures Painting Council
- ✦ Confined Space Training – Chevron USA
- ✦ Elevated work safety training – Chevron USA
- ✦ General industry safety standards – Bay Area Training Truct.

Professional Affiliations:

- ✦ American Construction Inspectors Association – Registered Corrosion Control Inspector # 5172
- ✦ SSPC- Society of Protective Coatings
- ✦ AWWA – American Water Works Association
- ✦ NACE – National Association of Corrosion Engineers
- ✦ California Contractors License C-33 Painting Contractor #723752Dennis Gaya has been a Registered Coating Inspector for 45 years. He founded DB Gaya Consulting in 1986.

### \* **Dana Gaya – Vice President**

Dana Gaya is Level III – Certified International Coating Inspector. His certification is with the National Association of Corrosion Engineers (NACE) License # 9246

Dana Obtained the Level III credentials in December 2001. As an active member of N.A.C.E. he is required to attend continuing education courses to maintain his re-certification every two years. He attends seminars and meetings of the Society of Protective Coatings and the National Association of Corrosion Engineers.

Dana became a partner and vice president 19 years ago. He performs all phases of quality assurance inspection of the surface preparation and the application of protective coatings and all testing and photographing of projects.

#### Professional Affiliations:

- \* National Association of Corrosion Engineers – Registered International Level III Coating Inspector.
- \* SSPC – Society of Protective Coatings – Steering Committee member Cal/ Nevada Chapter.
- \* AWWA – American Water Works Association
- \* Dana Gaya Has been performing Quality Assurance surface preparation and coating application inspections for the past 15 years.

### **Summary**

Your project will be inspected entirely by Dennis and Dana Gaya.



## Experience and Qualifications

Our experience spans 28 years for industrial protective coating inspection. The list of engineers, Cities, Municipalities, and government agencies establishes our expertise in the field.

Our qualifications are outlined on our resumes within this proposal.

### Engineering Firms:

- Brelje & Race Engineers
- Brown & Caldwell
- CSW-Stuber Stroeh Engineers
- Covello Group
- Coastline Civil Engineering
- Dept. of Parks and Recreation – East Bay Regional Parks District
- DWG Associates
- Harris & Associates
- GS Dodson & Associates
- Kennedy – Jenks Engineers
- Mactec Engineering
- Pakpour Consulting Group
- PSOMAS
- RGM & Associates
- Richardson Engineering
- Schaaf & Wheeler
- SHN Consulting Engineers
- Shoreline Engineering
- SOHA Engineers
- Veizades & Associates
- Winzler & Kelly

### Cities and Municipalities:

- Belmont Water District
- Bolinas P.U.D.
- California American Water
- Callayomi Water District
- Citizens Utilities
- City of Campbell
- City of Cloverdale
- City of Cotati
- City of Dali City
- City of Eureka
- City of Fairfield
- City of Gilroy
- City of Hayward
- City of Hollister
- City of Los Banos

- City of Livermore
- City of Morgan Hill
- City of Napa
- City of Petaluma
- City of Pittsburg
- City of Rohnert Park
- City of Sebastopol
- City of San Jose
- City of San Mateo
- City of Santa Rosa
- City of Seaside
- City of Ukiah
- City of Vacaville
- City of Williams
- City of Yuba City
- Clearlake Special Services District
- Marina Coast Water District
- Mid-Peninsula Water District
- Marin Water District
- North Marin Water Agency
- Sea Ranch Water Company
- Sonoma County Water Agency
- Stinson Beach Water Agency
- Town of Hillsborough
- Vallejo Sanitation District
- Valley of the Moon Water District
- United States Coast Guard
- United States Air Force



## References

The following are some of our clients who have agreed to be references. Feel free to contact any of our references about their experience with DB Gaya Consulting. For more details see our web site references page at:

[www.dbgayaconsulting.com](http://www.dbgayaconsulting.com)

- Marin Water District – Skyview Reservoir and Los Ranchitos Reservoir – Complete exterior red lead removal. 100% solid plural component epoxy applied to both tank interiors.
  - Contact – Gary Andersen – Marin Water District – 415- 945-1581
- City of Williams – One million gallon new construction steel reservoir. Exterior system – Zinc, epoxy, urethane coating system. Interior – 100% solid plural component system.
  - Contact – Art DaRosa – 530-473-2519
- Mid-Peninsula Water District - Two – 10,000 gallon potable water reservoirs. Preconstruction shop blasting and priming inspection recently completed. Onsite inspection starting July 2014.
  - Contact – Victor Fung – Pakpour Engineering – 925-224-7717
- Novato Sanitary District – Clarifier #2 – Completed March 2014.
  - Contact – Clay Kuzma – Covello Group – 925-933-2300
- City of Vallejo – Clarified #3 – Recoating in progress
  - Contact – Gus Silva 707-644-8949
- City of Eureka – Remove and recoat the structural steel roof members in a 20 million gallon potable water reservoir. The project has been ongoing since January 2012 and will continue until the spring of 2013. We have been supplying full time inspection since startup.
  - Contact: Angie Sorensen – Senior Engineer – 707-268-1970
- City of Newark – Newark Natatorium – Remove and replace all failed interior coatings of the entire ceiling steel, roof sheeting and HAVAC sheet metal.
  - Contact – Keith Anderson – Senior Engineer – 650 – 224-7119
- City Santa Rosa – 3 Potable Water Tank Seismic Upgrade Project. Providing QA/QC inspection for the removal and relining the interior and exteriors of all 3 tanks. We are the on call Coating Consulting Company for the City for the past 20 years.
  - Contact – Dave Keck – Senior Inspector – 707-481-3412
- City of Forestville – 1 new one million gallon potable water tank - interior and exterior coating application.
  - Contact – Jake Bricker – Brelje & Race Consulting Engineers – 707-576-1322
- City of Santa Rosa – Laguna Water Treatment Plant – Clarifier #3 - Perform QA/QC inspection for the removal of the existing coating and replacement.
  - Contact – Mike Prinz – Senior Engineer – 707-543 4288



## RECENTLY COMPLETED PROJECTS

- Placer County Water District – 2 potable water tank interior and exterior coating applications.
  - Contact – Alton Caesar – pcwair@pcwa.net
- United States Coast Guard Station – San Francisco Airport.
  - Provide QA/QC Inspection during the removal and application of an interior liner system of 4 jet fuel tanks.
- United States Coast Guard – Bay Ship Dry Dock
  - Provide QA/QC inspection for the surface preparation and application of new coatings to four Coast Guard Cutters
- United States Air Force – White Sands Missile Range – New Mexico
  - Provide QA/QC inspection for the removal and replacement of interior linings to 4 jet fuel tanks.
- United States Coast Guard Station – Two Rock, CA. – Training Center. – 2 x 1 million gallon reservoirs.
  - Provide QA/QC Inspection during the removal and application of a new lining system.
- City of Vacaville – Evaluate the condition of the protective coatings on the interior and exterior of 3 potable water tanks owned by the City. Project to start in 2013. We are the selected inspection firm for the project.
  - Contact – Victor Alaniz – Nolte Engineers– Senior Engineer – 916-641-9173
- Coastland Civil Engineering and City of American Canyon
  - Assist with specification development and review.
  - Provide QA/QC Inspection during the surface preparation and prime coat application at the tank fabrication facility.
  - Provide on-site QA/QC Inspection on-site for the surface preparation and coating application.
  - Conduct all testing of the completed coating system.
  - Contact: Mike Janes – 707- 571-8005
- Mid-Peninsula Water District
  - Assist with specification development and review.
  - Provide QA/QC Inspection during the surface preparation and prime coat application at the tank fabrication facility.
  - Provide on-site QA/QC Inspection on-site for the surface preparation and coating application.
  - Conduct all testing of the completed coating system.
  - Contact – Mike Anderson – 650 – 591-8941
- City of Livermore – 2 x 2 million-gallon potable water reservoirs.
  - Assist with specification development and review.
  - Provide QA/QC Inspection during the surface preparation and prime coat application at the tank fabrication facility.
  - Provide on-site QA/QC Inspection on-site for the surface preparation and coating application.
  - Conduct all testing of the completed coating system.

- Contact – Joel Waxdeck - 925-960-8129
- City of Ukiah
  - Provide QA/QC Inspection during the surface preparation and coating application to four potable water filter tanks.
  - Contact the Engineering Dept.
- North Marin Water District – 2 Potable water tanks - Interior and exterior coating removal and relining.
  - Contact – Carmela Chandrasekera – Engineer – 707-897-4133
- City of Rohnert Park – 4 Potable water tank interior and exterior lining replacement – Red lead paint removal.
  - Contact – Patrick Barnes – 707-588-2233
- City of Fairfield – Evaluate the condition of the protective coatings on the interior and exterior of five potable water tanks owned by the City.
  - Assist in the preparation of the project specifications for the replacement of the protective coating systems.
  - Provide the Quality Assurance (QA/QC) Inspection during the removal and application of the new coating systems.
  - Currently inspecting two of the tanks in progress.
    - Upper Mangles - 1.1 million gallon reservoir.
    - Rolling Hills Reservoir – 3.1 million gallon reservoir.
  - Contact: Nolte Engineers - Victor Alaniz : 916 – 641-9173



## Fee Structure and Estimated Costs Based on DIR Prevailing Wages

<b>On site Quality Assurance Inspection</b>	<b>Price</b>
Straight Time hourly rate up to 8 hours per day	\$105.00 per hour
Premium Time hourly rate over 8 hours per day and Saturday	\$130.00 per hour
Double Time hourly rate over 8 hours Saturday and all day Sunday	\$150.00 per hour
<b>Second Shift Inspection Rates</b>	
Straight Time hourly rate up to 8 hours per day	\$112.00 per hour
Premium Time hourly rate over 8 hours per day and Saturday	\$135.00 per hour
Double Time hourly rate over 8 hours Saturday and all day Sunday	\$160.00 per hour
<b>Vehicle Charges</b>	
Portal to Portal mileage charge	\$0.56 per mile
Bridge tolls	@ cost
Vehicle & Instrument daily charge	\$30.00 per day
Four hour minimum charge onsite	\$420.00 per visit
Laboratory fees if required	Cost plus 10%

**Standard Disclaimer:** The numbers represented above are to be used as an estimate for the project discussed. The above Fee Structure does in no way constitute a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before being locked in by a binding contract.

This Not to exceed estimate for the re-coating project is based on a project duration of 6 weeks.

Four weeks of full time inspection as follows;

Inspection hours – 40 x \$105 per hr. =	\$4200.00
Vehicle & equipment fees - \$30.00 per day =	\$150.00
Vehicle mileage charge @ 75 miles per day =	<u>\$42.00</u>
<b>TOTAL full time weekly charge -</b>	<b>\$ 4392.00 x 4 = \$17568.00</b>

Two weeks ½ day inspection as follows;

Inspection hours – 20 x \$105 per hour =	\$2100.00
Vehicle & equipment fees - \$30.00 per day =	\$150.00
Vehicle mileage charge @ 75 miles per day =	<u>\$42.00</u>
<b>TOTAL ½ day weekly charge -</b>	<b>\$2292.00 x 2 = \$4584.00</b>
<b>TOTAL NOT TO EXCEED ESTIMATE -</b>	<b><u>\$ 22152.00</u></b>

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## North Bay Watershed Association

Board Meeting Notice

### Oct. 4th, 2019

9:30 am– 11:30 am

2689 Lawndale Road

Kenwood, CA

(Driveway entrance is directly across from mailbox for 2600 Lawndale Road. Drive ¼ mi+ along good driveway, look for signs.)

### Next Meeting

November 1st, 2019  
Petaluma Community Center

### SPECIAL NOTES:

Please bring your own water bottle and good walking shoes

Please RSVP to this meeting directly to Frances at [Frances@naparcd.org](mailto:Frances@naparcd.org)

## Board Meeting Agenda

### 1. Call to Order

9:30 am

*Jack Gibson, Chair*

*Due to the special nature of this meeting, NBWA's standard agenda items of Public Comment, Approval of September Agenda, Approval of September Minutes and acceptance of the Treasure's Report are postponed until the November Meeting*

### 2. Overview of Re-Oaking Project

9:45 am

*Frances Knapczyk, Napa RCD*

Frances will provide the Board with an update of the Re-Oaking project being conducted by the Napa RCD in cooperation with SFEI and the Sonoma RCD.

### 3. Site Visit

10:00 am

*Keith Abeles, Sonoma RCD*

Please be prepared to be outdoors and walk for less than 1 mile on uneven terrain. There will be some shade.

### 4. Announcements

11:25 am

### Items for next meeting

15

**DISBURSEMENTS - DATED OCTOBER 3, 2019**

Date Prepared 10/1/19

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

Seq	Payable To	For	Amount
*90215	CalPERs	October Health Insurance Premium (Employees \$49,288, Retirees \$11,799 & Employee Contribution \$9,823)	\$70,910.28
1	All Star Rents	Dehumidifier for District Apartment Water Damage (1 week)	350.03
2	Alpha Analytical Labs	Lab Testing	1,750.00
3	Alphagraphics Marin	Postage for WaterLine Fall 2019	3,215.62
4	Arrow Benefits Group	September Dental Admin Fee	293.80
5	A.S.T.I.	Annual Fire Service Testing (60)	6,455.00
6	AT&T	September Internet Connection	90.00
7	AT&T	Telephone (\$63), Fax (\$83), Data (\$279) & Leased Lines (\$140)	565.97
8	Backflow Distributors	Backflow Rebuild Kit	185.10
9	Bold & Polisner	August Legal Fees (Potter Valley FERC \$3,129, General \$399 & CA Voting Rights \$2,700)	6,227.50
10	Cummings Trucking	Rock (49 yds) (\$2,228) & Sand (64 yds) (\$4,127)	6,355.62
11	Diesel Direct West	Gasoline (300 gal)	1,003.31
12	Durkin Signs & Graphics	Truck Decals (20) (\$491) & New Panel to Cover Damaged Sign Logo (\$340)	831.07
13	Ferguson Waterworks	Ultrasonic (Low Profile) Water Meters/Registers (6)	2,813.20

Seq	Payable To	For	Amount
14	Grainger	Spare Couplers ('16 Ditch Witch) (\$208), Soap for Maintenance Office, 9 pc Ratcheting Wrench Set (\$173), Drill Bits (2), Stretch Wrap (2,500') (\$38), Dispenser End Cap, Pliers, Adjustable Wrench Set (\$33), Hex Key Set, Duct Tape (10) (\$104), 14 pc Screwdriver Set, Water Cooler (Building & Grounds Maintenance) & Pipe for Vac Wand (\$52)	805.72
15	Hach	Snap-Tite Closure (4) (\$91) & Sample Cell (2)	177.38
16	InfoSend	August Processing Fee for Water Bills (\$1,205) & Postage (\$3,409) August Monthly Support Fee	5,539.65
17	Keeton Industries	Aeration Compressors for Stafford Lake	1,300.26
18	Maltby Electric	Materials for Generator Transfer Switch Project	88.27
19	McAghon, Andrew	Lawn Be Gone Sheet Mulching Program (49 Grande Vista)	296.00
20	McLellan, WK	Misc Paving	7,056.58
21	McMaster-Carr Supply	Vac Hose ('16 Ditch Witch)	407.90
22	Mutual of Omaha	Oct Group Life Ins Premium	1,075.86
23	New Resources Group	Leak Detection Dye Tablets (8,000)	462.50
24	Old Republic Title	Preliminary Title Reports for NMWD Surplus Property (2)	840.00
25	Pace Supply	Box Lids (282) (\$18,133), Elbows (4), AMI Lids w/Neptune Released Probe (40) (\$1,949) & Vaults (3 -3' x 5' x 3') (\$2,125)	22,462.99
26	Ranken, Nani	Novato "Toilet Rebate" Program	200.00
27	R & B	Hydrants (3) (\$6,604), Gaskets (40), Double Check Fire Assemblies (2) (\$5,002) & Double Check Valves (2) (\$937)	12,778.05
28	SPG Solar Facility	August Energy Delivered Under Solar Services Agreement	15,240.63
29	Tamagno Green Products	Sludge Removal from STP (113 yds)	3,390.00
30	Thatcher of California	Ferric Chloride (9 tons) (STP)	7,042.93



Seq	Payable To	For	Amount
31	Thatcher Chemical	Chlorine (4,000 lbs) (STP)	1,705.20
32	Tillotson, B	Refund Overpayment on Closed Account	291.71
33	TPC Training	2 Day Electrical Training (Ocodhain & Walkins)	2,200.00
34	Uhlig, David	Refund Overpayment on Open Account	53.88
35	Univar	Sodium Hydroxide (3,749 gal) (STP)	5,456.86
36	USA BlueBook	Male Elbow Packs (10), Male Connector Packs (10), Union Connectors (10), Union Tees (10), Tees (20), Union Elbows (10), Shut-Off Valves (10) (\$81) & Orion Sealed Electrode (\$323) (STP)	603.22
37	VWR International	Sulfuric Acid, Medium, Spore Indicator (\$151), Stirring Bars (4) & Graduated Cylinder (1,000 ml) (\$71) (Lab)	388.86
38	Western Truck Fabrication	Tail Gate Pins (2) ('15 Int'l 5 Yd Dump Truck)	205.33
39	Western Abatement	Refund Overpayment on Closed Account	144.46
40	Wiley Price & Radulovich	August Legal Fees	756.00
41	Wilson Bohannon	Brass Locks (60)	575.67
42	Winzer	Hardware for Fleet	379.96
<b>TOTAL DISBURSEMENTS</b>			<b>\$192,972.37</b>

The foregoing payroll and accounts payable vouchers totaling \$192,972.37 are hereby approved and authorized for payment.

 _____ Auditor-Controller	 _____ Date
 _____ General Manager	 _____ Date

## **DISBURSEMENTS - DATED OCTOBER 10, 2019**

Date Prepared 10/8/19

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

<u>Seq</u>	<u>Payable To</u>	<u>For</u>	<u>Amount</u>
P/R*	Employees	Net Payroll PPE 9/30/19	\$148,651.90
EFT*	Internal Revenue Service	Federal & FICA Taxes PPE 9/30/19	61,496.99
EFT*	State of California	State Taxes & SDI PPE 9/30/19	13,144.00
*90218	US Bank Card	Working Lunch w/Bob Lewis for Old Ranch Rd Tank Replacement (\$32), Vac Couplers for ('16 Ditch Witch) (\$248), Part for Lab (\$4), July & August Fastrak Charges (\$50), Ad for Cherry Hill tank No. 2 Recoat Rehab (\$476), Birthday Lunches (\$199), Patio Picnic Supplies (\$348) & Leadership Alumni Social Registration (\$50)	\$1,407.41
1	Able Tire & Brake	Tires (4) (\$1,015) & Alignment ('12 F250)	1,122.76
2	All-American Printing Services	Customer Service Questionnaires (500)	223.76
3	Athens Administrators	September Replenishment for Checks Written	1,160.00
4	Automation Direct	Patch Cables for Network Controls	156.24
5	Backflow Distributors	Freeze Bags for Backflows (2)	207.71
6	Clark, Robert E.	Exp Reimb: Rotary of West Marin Dues	370.00
7	Damazio, Robert	Refund Overpayment on Open Account	276.88
8	DataTree	September Subscription to Parcel Data Info	100.00
9	Diesel Direct West	Diesel (256 gals) (\$1,038) & Gasoline (300 gals) (\$1,101)	2,139.63
10	Digi-Key	Cell Modem for Woodland Heights	432.36
11	Direct Line	October Telephone Answering Service	319.12
12	Express Systems & Peripherals	Replacement Media Convertor for STP PLCs and Network Room	5,388.48
13	Ferguson Waterworks	6' Antenna Assy (2)	330.12
14	Fiserv/Bastogne	Refund Overpayment on Open Account	80.90

Seq	Payable To	For	Amount
15	Fishman Supply	Safety Glasses (36) (\$135), Lens Wipes (600), Safety Gloves (8 boxes) (\$84) & Brief Relief Urine Bags (100) (\$259)	523.30
16	Goodpaster, Stacie	Exp Reimb: D2 Certification Renewal	80.00
17	Grainger	Hard Hat, PVC Cement (10-8oz tubes) (\$101), Purple Primer (10-8oz tubes), Vac Coupling for Hose (\$135), Hardware, Network Cable Tester for E/M (\$1,279), Adapters (20) & Water Hose (\$69)	1,676.63
18	Ikeda, Alisa	Novato "Toilet Rebate" Program	300.00
19	Jacob, Gerhard	Novato "Toilet Rebate" Program	300.00
20	Kaiser Foundation Health Plan	DMV/DOT Physical (Davenport & Northern) & Pre-Employment Physical (Pearlman)	295.00
21		Vision Reimbursement	186.79
22	Kiosk Creative	Prog Pymt #4: Communications Review Strategy & Plan 19/2020 (\$7,125) & Prog Pymt #5: Communications Review Strategy & Plan 2019/2020 (Balance Remaining on Contract \$290) (\$1,400)	8,525.00
23	Lincoln Life	Deferred Compensation PPE 9/30/19	10,226.91
24	Marin County Ford	Service Parts ('15 Ford Escape-\$62, '17 F350-\$112, '08 F250-\$59 & '17 Ford Escape-\$49) & Batteries & Brackets ('17 F350) (\$316)	598.56
25	McLellan, WK	Paving (30 Saint Andrews)	27,151.46
26	Nationwide Retirement Solution	Deferred Compensation PPE 9/30/19	1,995.00
27	Novato Builders Supply	Misc Maintenance Supplies, Concrete (3/4 yd) (\$184) & Mason Mix (160 lbs)	209.91
28	NSI Solutions	QC Samples (Lab)	166.00
29	Pace Supply	Stop Couplings (20) (\$170) & Flange Tapping Sleeve (\$612)	782.78
30	Preferred Alliance	Pre-Employment Physical (Pearlman)	42.00
31	Protection Engineering	Zinc Anodes (200)	6,499.15

Seq	Payable To	For	Amount
32	Prunuske Chatham	Design & Regulatory Compliance/Permitting (Leveroni Creek Embankment Repair Project) (Bal Rem on Project \$44,248)	6,978.75
33	R & B	Hydrant (\$2,201), Couplings (47) (\$4,067), Gaskets (40) (\$152), Nipples (39) (\$243), Copper Pipe (600') (\$1,751), 2" Plugs (10), Reducers (22) (\$240), Tees (10) (\$165), Valves (12) (\$5,408), Spools (8) (\$1,189), Flanges (3) (\$176), Caps (4) (\$256) & Hub Adaptors (7) (\$626)	16,578.59
34	Recology Sonoma Marin	September Trash Removal	480.66
35	Red Wing Shoe Store	Safety Boots (Roberto & Kane)	352.04
36	Darlene D. Rhodes	Prog Pymt #2: HR Consulting Services (Balance Remaining on Contract \$8,618)	831.25
37	Roberto, Richard	Computer Purchase Program - Loan Agreement	1,287.00
38	Soiland	Asphalt Recycling (22 tons)	173.20
39	Staples Business Credit	Office Supplies	817.65
40	State Water Resources Control	D2 Certification Renewal (Nommsen) (\$80)	80.00
41	Syar Industries	Asphalt Recycling (6 tons)	979.05
42	Thomas Scientific	Phosphate Buffer (Lab)	67.93
43	Township Building Services	Janitorial Supplies	98.81
44	Valley Memorial Park	Refund Facilities Reserve Charges-Valley Memorial Park (3 Year EDU Review)	57,200.00
45	Van Bebber Bros	Mounting Plate for Vac	62.60
46	Verizon Wireless	Cellular Charges: Data (\$1,773) & Airtime (\$62)	1,835.06
47	Verizon Wireless	AMI Gateways, SCADA & Novato CIMIS Station	97.93
48	VWR International	Chlorine (\$190), Endo Broth (\$162), Safety Gloves (1,010) (\$163), Spray Bottles (4), Sulfate Standard (\$125), pH Buffer (\$75) & Magnesium (Lab)	769.26
49	Walker, Darin	Novato "Smart Irrigation Controller" Program	180.00

Seq	Payable To	For	Amount
50	Waste Management	Green Waste Disposal from Tank Sites	115.52
		<b>TOTAL DISBURSEMENTS</b>	<b><u>\$160,851.75</u></b>

The foregoing payroll and accounts payable vouchers totaling \$160,851.75 are hereby approved and authorized for payment.

Julie Blue 10/9/19  
Auditor-Controller Date

D. H. L. 10/9/19  
General Manager Date

# BOARD OF DIRECTOR'S 9/30/19 PPE

t:\finance\pay\[bod payroll chart.xlsx]093019

## MAY MEETINGS

		Baker	Fraites	Grossi	Joly	Petterle
Reg Meeting	9/3/2019	235.00	\$235.00	235.00	\$235.00	\$235.00
Reg Meeting	9/17/2019	235.00	\$235.00	235.00	\$235.00	\$235.00
*Extra Meeting		235.00	\$235.00			
Total		705.00	705.00	470.00	470.00	470.00

Potter Valley Ad  
Hoc Subcommittee  
Meeting  
on 9/19

North Bay  
Watershed Assoc  
on 9/6/19

**Notice:**

Salinity intrusion into the Point Reyes well supply serving the West Marin communities of Point Reyes, Olema, Inverness Park, and Paradise Ranch Estates has occurred and has caused sodium levels to increase from background levels of 15-30 milligrams per Liter (mg/L). The table below lists the most recent concentrations for sodium in the West Marin water supply:

Date	Sodium	Chloride	Units
9/10/19	51	173	mg/L
9/17/19	12	15	mg/L
9/24/19	51	123	mg/L

\*milligrams per liter

Drew McIntyre, General Manager  
North Marin Water District

## Letters

### ***Turning point in Pt. Reyes***

For several months now, the county's community development agency has undertaken a preliminary study of water supply and wastewater treatment problems in Point Reyes Station; it will hold a final public workshop on Thursday, Oct. 3 in the West Marin School gym. Yet the study continues to be biased and incomplete: Staff seems to favor further study of a wastewater treatment system for downtown in its presentations, reports and discussion of survey results.

Although the entire effort is based on assumed septic system failures, no documentation of such failures has been provided, despite the public asking for it months ago. Lorene Jackson, the agency's representative, said that such data are difficult to divulge since it could lead to additional inspections of septic systems and problems for landowners. She also said that a feasibility study could acquire such data, but that a grant is needed for that study. It would seem the C.D.A. is simply trying to get residents to approve a further study so it can get more funding to do the work it could do now.

Asked if there have been an unusual number of septic system failures downtown in recent years, well-informed people have each told me they think not.

I have argued that staff should describe community survey responses sep-

arately for business owners and downtown residents, so it can better determine the nature of the alleged problems.

Ms. Jackson has said that we need greater sewer capacity for homeowners to build accessory and junior accessory dwelling units. Yet our alleged septic capacity problem would apply to both downtown and to the many other residences in our village. In most situations, additional wastewater capacity can be gained by adding a simple greywater disposal system, using home water conservation devices or by adding pre-treatment modifications to septic systems.

The county has also stated that a feasibility study could consider whether to include the Coast Guard affordable housing project in a wastewater system. This is a bombshell: such a possibility has always been explicitly denied in the past. That this could be a joint project raises new issues.

The housing project will need some sort of wastewater system, so a major effort will be made to get funding for it. The downtown system could then be represented as just adding onto another system that must be built. Joining them together could then bury a discussion we need to have about the growth-inducing impacts of expanding sewer capacity. Sewers are growth-inducing and can change businesses dramatically. Typically, when local governments finance sewer systems, the expense is so high that governments increase densities to gain higher property-

tax revenues. With our steadily increasing tourist volume, we must be careful to not remove existing growth controls.

Ms. Jackson has said that we could limit the amount of wastewater coming from each property, but businesses can get around these limits through water conservation and greywater separation. Downtown restaurants already may be exceeding their wastewater limits in some cases.

The second problem with a joint system is that it could prevent the housing project from accessing special state equity funds for wastewater systems in low-income projects. Everyone who cares about the future of our village should attend this final workshop. The meeting will set priorities for future funding. So far, the top-rated project in these workshops has been adding public restrooms on Mesa Road; the best way to assure that this project happens is to tell the C.D.A. to drop the idea of a downtown sewer system, and instead put their effort into the bathrooms we really do need. The new toilets would replace the portables and therefore will not be growth-inducing. Please also do a Google search for "Point Reyes Station water project," find the survey, and take it.

We are at an important turning point in our village's history here, and we all need to get involved.

**Bob Johnston**  
Point Reyes Station



## Novato schools building irks city

### Schools

#### MAINTENANCE STRUCTURE

Dispute centers on whether project is governed by local land use rules is exempt from local zoning, but not exempt from state and federal zoning,” said school district Assistant Superintendent Yancy Hawkins.

**By Will Houston**

[whouston@marinij.com](mailto:whouston@marinij.com) @Will\_S\_Houston on Twitter

A Novato schools maintenance building under construction at Hamilton is raising eyebrows over a disagreement between the city and the school district about land use rules.

Novato Unified School District asserts it does not need to adhere to local laws in construction of its onestory, 9,600-square-foot grounds maintenance and operations building and 30,300-square-foot parking lot at 971 C St. The new center will be used by about 15 to 20 employees with light trucks present on the property. The remaining 7 acres of 9.2-acre property has yet to be developed by the district.

District officials say because the facility is on a parcel owned by the district and is a master planned educational facility, it is exempt from local rules.

“The primary use of the site is educational and, therefore, the whole property



An industrial yard for the Novato Unified School District is under construction in the Hamilton neighborhood of Novato.

ALAN DEP — MARIN INDEPENDENT JOURNAL

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## Novato schools building irks city

### Schools

#### FROM PAGE 1

“The maintenance and operations building has been in the plans the entire time since 2006.”

City officials disagree.

when the district was negotiating with the U.S. Department of Education on how the land would be used. Community design workshops in 2013 recommended moving the facility across the street to where the South Novato Library now sits at 931 C St. The library was deemed a better use of that property as it would be in proximity to the Marin Makerspace facility, which students attend during field trips, district staff said.

Community Development Director Vicki Parker said the school district and city have always had a respectful, good partnership. But she said in this case there is a simple difference in interpretation of state code as to whether a maintenance facility qualifies as an educational facility. "The city's interpretation to date has been that the exemption applies only to classroom facilities," Parker said. "Though city staff has not done a zoning consistency finding on the project, it is likely that the facilities would have been consistent with the Hamilton Base Reuse Plan. The difference is that the project would have gone through the normal city review process and the public would have been engaged."

Any challenge to the project would require formal action by the City Council, Parker said.

Community concerns about the project include its aesthetics and questions about hazardous material storage, said Parker.

"I believe these could be readily addressed through additional public information and outreach," Parker said.

Neighbors are weighing in as well. Some say the facility doesn't aesthetically mesh with the surrounding neighborhood and claim the school district rushed the project through.

Across the street to the northwest of the project site is the Novato Village senior apartments project, which is under construction. The project lead, Russ Khouri of the Orange-based Investment Concepts Inc., said he was under the impression a library was going to be built across the street. He said he only recently found out that the maintenance facility would be built there instead.

"I am deeply disturbed that my residents have to listen and observe trucks going in and out of the area along with fuel and exhaust fumes," Khouri wrote in an email.

The concerns may be coming too late; the project is already months into construction. The school district board of trustees awarded a nearly \$2.4

"It made more sense for all of them to go together over there," Hawkins said.

The school district board of trustees voted in June 2018 to approve building the maintenance facility at the original site.

Hawkins said the current iteration of the project was noticed and publicly discussed by the board of trustees numerous times in the past two years. The district also conducted outreach to some neighbors including the Hamilton Square developers and the C Street co-housing project leaders, Hawkins said.

Hamilton resident Anna Camaraota said many residents in the area were unaware of the change, saying that she only found out in June. She said no effort was made by the district to directly inform the neighbors.

"In fact," Camaraota wrote in an email, "by all appearances, it seems that they are trying to rush the project through before the approved residential developments to the north and south can be completed and occupied by neighbors who most certainly would object to the inappropriate location of a large industrial project in the midst of their residential neighborhood."

**The concerns may be coming too late; the project is already months into construction. The school district board of trustees awarded a nearly \$2.4M construction contract to the Sonoma-based GMH Builders, Inc. in May.**



The Novato Unified School District and the city of Novato are in a squabble over the district's construction project in the Hamilton neighborhood.

million construction contract to the Sonoma-based GMH Builders, Inc. in May.

ALAN DEP — MARIN INDEPENDENT  
JOURNAL

School district officials said the plans to build a corporation yard on a section of its 9.2-acre Hamilton property were made as far back as 2006



## MARIN AREAS FACE PLANNED OUTAGES

### Outages

#### PG&E FIRE PRECAUTION

Parts of Southern and West Marin, Fairfax listed

**By Matthew Pera**

[mpera@marinij.com](mailto:mpera@marinij.com) @MatthewRPera on Twitter

PG& E has added Marin to its growing list of California counties that will experience power outages due to anticipated fire weather this week.

Outages are expected in portions of Sausalito, Mill Valley, Fairfax and West Marin beginning early Wednesday, PG& E said. The utility has warned customers that planned outages could last several days.

Nearly 800,000 PG& E customers are expected to lose power throughout the state this week in what is anticipated to be the utility's most wide-reaching intentional power shutoff yet.

Facing a red-flag warning for fire weather, Marin was added to PG& E's shutoff list Tuesday afternoon. The utility had warned on Monday it would preemptively cut power in 30 counties throughout Northern and Central California, but Marin wasn't included in that warning. On Tuesday, the number of affected counties stretched to 34, including every Bay Area county except San Francisco.

"This is shaping up to be one of the most severe dry wind events we've seen in our territory in recent years," said Deanna Contreras, a PG& E spokeswoman.

The National Weather Service has issued a red-flag warning for fire weather that begins Tuesday night and extends



A fire truck from a strike team staging in Novato and made up of units from around Marin County heads out to a small wildfire in Fernwood Canyon above Mill Valley about 8p.m. The forward progress of the fire was stopped at 8:20 p.m., firefighters reported.

ALAN DEP — MARIN INDEPENDENT JOURNAL



In this map posted on the Pacific Gas & Electric Co.'s website, the yellow area designates the area of Marin County which was subject to a blackout.

PROVIDED BY PACIFIC GAS & ELECTRIC COMPANY

**OUTAGES >> PAGE 2**

## MARIN AREAS FACE PLANNED OUTAGES

### Outages

#### FROM PAGE 1

through Thursday morning in Marin and several neighboring counties. Wind gusts are expected to reach 30 mph Tuesday night at Marin's highest elevations, the weather service said. By Wednesday night, gusts could reach 55 mph.

Meteorologists have compared this week's weather forecast — a troubling combination of whipping winds and dry heat — to the weather conditions that fueled the devastating 2017 North Bay wildfires, according to Marin County fire Chief Jason Weber. Tuesday marked the two-year anniversary of that firestorm, which began on Oct. 8, 2017.

PG&E has been blamed for several of California's deadliest and most destructive wildfires. The utility announced last year that it would proactively shut off power in certain areas during fire weather to reduce the chance that its equipment could trigger more infernos.

PG&E has deliberately cut power four times in Northern and Central California this year. The utility aims to restore power in areas where it is shut off within 24 hours, PG&E has said, but in some cases, it might take longer to re-energize.

PG&E crews will have to inspect every mile of every power line, Contreras has said, and then repair any damage before turning power on after a shutoff.

"The hardest thing is not knowing how long they're going to turn it off for," said Mike Stone, who owns Mollie Stone's Markets.

According to PG&E's outage maps, the Sausalito Mollie Stone's store, at 100 Harbor Drive, is likely to face a blackout this week. Stone said the market has a backup generator and will likely stay open during an outage. But the generator has a limited capacity, he said.

finished installing a generator at the supermarket Tuesday afternoon, said Bob Hughes, the store's general manager.

Hughes said he expected the installation to wrap up before the blackouts. He anticipates the market will remain open to customers.

"We want to serve the community," he said. "We want to be here for them, especially in an emergency."

The outages could cause mayhem on some of Marin's roads, officials warned Tuesday. Traffic lights will be inoperable in areas without power.

The California Highway Patrol said that Highway 37 isn't likely to be affected, but if a blackout hits the area, motorists should expect lengthy delays.

Sausalito said inoperable traffic lights on its roads should be treated as four-way stop signs. Golden Gate Ferry said service in the city is expected to remain uninterrupted.

Blackouts could also limit the flow of water to Marin's taps. The Marin Municipal Water District on Tuesday asked its customers to reduce water use during outages.

Without power, local water pumps can't refill storage tanks until backup generators arrive, meaning supplies could be limited for both residents and fire crews in certain areas of the county.

Marin County Superintendent of Schools Mary Jane Burke said Tuesday that it's uncertain whether Marin's public schools will remain open this week if they are affected by outages. None of the county's public schools have backup power generators, she said. But Marin school districts have devised a plan for blackouts.

Burke said that a school will not open if its power is out at the start of a school day. If power cuts out at a school in the middle of the day, the school will stay open until the end of classes.

“The thing that’s in question is, how long can we sustain the power being off without losing the freezers?” he said. Staff at Mill Valley Market, at 12 Corte Madera Ave., had been preparing for blackouts before PG& E announced its planned shutoff this week. An electrician had nearly

“The big question is, how long it will it take after the outage to get schools open again?” Burke said. “That really will depend on the ability of PG& E to check the lines.”