



**NORTH MARIN  
WATER DISTRICT**

**NORTH MARIN WATER DISTRICT**  
**AGENDA - REGULAR MEETING**  
November 17, 2020 – 6:00 p.m.  
Location: Virtual Meeting  
Novato, California

Information about and copies of supporting materials on agenda items are available for public review at 999 Rush Creek Place, Novato, at the Reception Desk, or by calling the District Secretary at (415) 897-4133. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

**ATTENTION: This will be a virtual meeting of the Board of Directors pursuant to Executive Order N-29-20 issued by the Governor of the State of California.**  
There will not be a public location for participating in this meeting, but any interested member of the public can participate telephonically by utilizing the dial-in information printed on this agenda.

**Video Zoom Method**

**CLICK ON LINK BELOW:**

Go to: <https://us02web.zoom.us/j/8349174264>

**OR**

Password: 466521

**SIGN IN TO ZOOM:**

Meeting ID: 8349174264

Password: 466521

**Call in Method:**

Dial: +1 669 900 9128  
+1 253 215 8782  
+1 346 248 7799  
+1 301 715 8592  
+1 312 626 6799  
+1 646 558 8656

Meeting ID: 834 917 4264#

Participant ID: #

Password: 466521#

For clarity of discussion, the Public is requested to MUTE except:

1. During Open Time for public expression item.
2. Public comment period on agenda items.

*Please note: In the event of technical difficulties during the meeting, the District Secretary will adjourn the meeting and the remainder of the agenda will be rescheduled for a future special meeting which shall be open to the public and noticed pursuant to the Brown Act.*

Est. Time	Item	Subject
6:00 p.m.	<b>CALL TO ORDER</b>	
	1.	<b>APPROVE MINUTES FROM REGULAR MEETING</b> , November 3, 2020
	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</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> Contract Amendment for Engineering Services – White & Prescott
	<b>ACTION CALENDAR</b>	
	7.	<b>Approve:</b> Consulting Services Agreement Headquarters Upgrade A/E Services Scope of Work- Noll & Tam Architects
	8.	<b>Approve:</b> Consulting Services Agreement - Wood Rodgers (WR)
	9.	<b>Approve:</b> Renew Declaration of Local Emergency Related to COVID-19 Pandemic
	<b>INFORMATION ITEMS</b>	
	10.	FY20-21 Quarterly Progress Report – Water Conservation (July – September)
	11.	Stafford Lake Water Year 2020 Spill/Rainfall History
	12.	Point Reyes Treatment Plant Water Leak Review
	13.	North Bay Water Reuse Authority Board Meeting – October 26, 2020
	14.	NBWA Meeting – November 6, 2020
	15.	<b>MISCELLANEOUS</b> Disbursements – Dated November 5, 2020 Disbursements – Dated November 12, 2020 Point Reyes Light -Salinity Notice – October 29, 2020 Point Reyes Light - Salinity Notice – November 5, 2020 Historical Novato August Production vs. August High Temperature

Est. Time	Item	Subject
		<u>News Articles:</u> Marin IJ – Saturday Soapbox – Water directors should represent ratepayers Marin IJ – Plan for biotech campus adopted Marin IJ – Pension system forecast declines Point Reyes Light – Seashore superintendent takes permanent post at Yosemite head SF Chronicle – What California can learn from Cape Town about water policy Point Reyes Light – NOAA says drought will likely continue in winter Marin IJ - Unpaid bills for water soaring in Marin - MMWD
		<u>Social Media Posts:</u> NMWD Web and Social Media Report – October 2020
	16.	<b><i>CLOSED SESSION: In accordance with California Government Code Section 54957 for Public Employee Performance Evaluation (One), Title: General Manager</i></b>
8:00 p.m.	17.	<b><i>ADJOURNMENT</i></b>

1

DRAFT  
**NORTH MARIN WATER DISTRICT**  
**MINUTES OF REGULAR MEETING**  
**OF THE BOARD OF DIRECTORS**  
November 3, 2020

**CALL TO ORDER**

President Joly announced that due to the Coronavirus outbreak and pursuant to Executive Order N-29-20 issued by the Governor of the State of California this was a virtual meeting. President Joly called the regular meeting of the Board of Directors of North Marin Water District to order at 6:02 p.m. and the agenda was accepted as presented. President Joly added that there was not a public location for participating in this meeting, but any interested members of the public could participate remotely by utilizing the video or phone conference dial-in method using information printed on the agenda.

President Joly welcomed the public to participate in the remote meeting and asked that they mute themselves, except during open time and while making comments on the agenda items. President Joly noted that due to the virtual nature of the meeting he will conduct a roll call from the Directors. A roll call was done, all were in remote attendance therefore establishing a quorum. Participating remotely were Directors Jack Baker, Rick Fraites, James Grossi, Michael Joly and Stephen Petterle.

President Joly announced in the event of technical difficulties during the meeting, the District Secretary will adjourn the meeting and the remainder of the agenda will be rescheduled for a future special meeting which shall be open to the public and noticed pursuant to the Brown Act.

Mr. McIntyre performed a roll call of staff, participating remotely were Drew McIntyre (General Manager), Terrie Kehoe (District Secretary), Julie Blue (Auditor-Controller), Tony Williams (Assistant General Manager/Chief Engineer), Tony Arendell (Construction/Maintenance Superintendent), Robert Clark (Operations/Maintenance Superintendent), and Monica Juarez (Cashier/Receptionist).

President Joly announced for those joining the virtual meeting from the public to identify themselves, and there was no response.

**MINUTES**

On motion of Director Petterle, seconded by Director Baker the Board approved the minutes from the October 20, 2020 regular meeting by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

**GENERAL MANAGER'S REPORT**

WAC/TAC Meeting

Mr. McIntyre reported that he, Director Baker and Mr. Williams participated in a virtual WAT/TAC meeting on November 2<sup>nd</sup>. He stated he will include the meeting minutes at a future agenda.

NBWA Meeting November 6, 2020

Mr. McIntyre announced there will be a virtual NBWA Meeting on November 5<sup>th</sup>.

Novato Townhall Meeting

Mr. McIntyre apprised the Board that on Monday, November 16<sup>th</sup> at 6:00 p.m. he will be participating in a virtual townhall meeting being held by Supervisor Rodoni for his East Marin constituents. He added the Novato City Manager and Fire Chief will also be participating.

Gallagher Well No. 2

Mr. McIntyre reported at the November 17<sup>th</sup> meeting he will bring back to the Board a consulting services agreement to move forward with design of Gallagher Well No. 2

Director Joly asked if staff had a chance to check the billing data from SCWA yet. Mr. McIntyre replied he, Ms. Blue and Mr. Clark are still evaluating the discrepancy. He stated in Ms. Blue's report consumption was up yet production was down which is contradictory. Director Joly thanked staff for following up on this matter. He also thanked Mr. McIntyre for mentioning the meeting with Supervisor Rodoni on November 16<sup>th</sup> and he would like to also attend.

**OPEN TIME**

President Joly asked if anyone from the public wished to bring up an item not on the agenda and there was no response.

**STAFF/DIRECTORS REPORTS**

President Joly asked if any Directors or staff wished to bring up an item not on the agenda and there was no response.

**QUARTERLY FINANCIAL STATEMENT**

Ms. Blue presented the Quarterly Financial Statement noting that Operating Revenue came in at 8% over budget and Operating Expenses came in 3% over budget. She stated Novato water sales were 7% more than the prior fiscal year to date and production was down, confirming staff continues to look into the cause of the discrepancy. The Recycled Water was up 15% in

operating revenue and up 15% in consumption. She added expenses were up 71% due to depreciation expense due to closing out of large projects at the end of FY 19/20. In West Marin operating revenue was down 7% due to a decrease in consumption and was in line with what was expected. In Oceana Marin operation revenue was up 5% due to rate increase that came into effect on July 1st and operating expenses were down 12% due to timing on when work was being completed in Oceana Marin. Ms. Blue reported there was nothing unusual in the first quarter and things are lining up as expected.

Director Joly thought the report was terrific and thanked staff for preparing. He asked about the cost of the Stafford Treatment Plant (STP) water vs. the SCWA water and wondered if these two numbers were reversed. Ms. Blue replied that SCWA water is less than STP water when you are looking at a full year. She added in this report we are only looking at a snapshot of the year, noting STP Plant does not operate all year long. Director Joly thanked her for the clarification.

#### **CONSENT CALENDAR**

On the motion of Director Fraites, and seconded by Director Petterle the Board approved the following items on the consent calendar by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

#### **MARIN BIOLOGIC LAB FIRE SERVICE – 378 BEL MARIN KEYS, NOVATO PAN; 157-461-08**

The Board approved the Water Service Agreement for Marin Biologic Lab Fire Service, 379 Bel Marin Keys, Novato, APN 157-461-08. The Marin Biologic building improvements require a new fire service close to the entrance of the building.

#### **TEXT FOR FALL 2020 NOVATO “WATERLINE”, VOLUME 21, ISSUE 45**

The Board approved text for Fall 2020 Novato “Waterline”, Volume 21, Issue 45.

#### **ACTION ITEMS**

#### **RESOLUTION 20-25 AMENDING REGULATION 54 TO ADJUST RECYCLED WATER BI-MONTHLY SERVICE CHARGES**

Ms. Blue explained, while the rates were clearly established during the rate study and the rate hearing process the regulation did not include the new set of fixed service charges for Recycled Water. She stated historically Novato and Recycled Water had the same rate, however

that changed when the rate study was done. The Resolution will amend Regulation 54 by properly including the Recycled water fixed charges as intended.

Director Petterle stated if he understands it correctly the rates for Recycled Water will continue to be separated out in the future. Ms. Blue confirmed. Director Joly asked if it was still in effect as of October 1<sup>st</sup> and Ms. Blue confirmed.

On the motion of Director Petterle, and seconded by Director Baker the Board approved amending Regulation 54 to adjust Recycled Water Bi-Monthly Service Charges by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

**RENEW DECLARATION OF LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC**

Mr. McIntyre requested the Board find that there still exists a need to continue the State of Emergency due to the COVID-19 pandemic as reflected by Resolution No. 20-07.

Mr. McIntyre reminded the Board that staff has been operating under partial Emergency Operations Center (EOC) and summarized various key measures implemented by the District's emergency management team since that time. He stated maximum workplace spacing continues and walk in services remain suspended, adding we will do what is necessary for the safety of our employees and the public.

Mr. McIntyre was pleased to report that no staff was currently out sick due to the coronavirus. He added in Marin County the positivity rate remains essentially the same as last week at about 1.4% and a seven-day average number of new cases has decreased from 3.1 to 2.6 per 100,000 residents over the last week.

Mr. McIntyre provided a cost summary for COVID expenses that has been updated to show costs impacts through October 15<sup>th</sup>. He noted that COVID related costs continue to impact District operations with additional expenses of \$6,000 since the last Board Meeting. Mr. McIntyre stated he will continue to update the Board each meeting.

On the motion of Director Grossi, and seconded by Director Baker the Board approved renewal of the Declaration of Local Emergency Related to COVID-19 Pandemic by the following vote:

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

NOES: None

ABSTAIN: None



ABSENT: None

**RENEWAL OF GRAZING LEASES – GROSSI, BELL & LEVERONI IV**

Mr. Clark reported on the renewal of Grazing leases – Grossi, Bell & Leveroni IV. The three grazing leases renews one existing lease with Grossi and Son in addition to two new agreements, one with Bell Cattle Company and the other with David Leveroni IV. He noted that David Leveroni III was no longer interested in renewing his lease. Mr. Clark stated he reviewed the historical lease process and reached out to the Agricultural Weights and Measures along with UC Cooperative Marin to provide us with an industry wide formula to calculate the cost and get a better understanding of shared cost of repairs that should be included in the lease. Mr. Clark reported all lessees agreed to the lease language changes.

On the motion of Director Petterle, and seconded by Director Baker the Board approved the grazing lease agreements for Grossi Beef for Parcel No. 2, Bell Cattle Company for Parcel No. 4 and David Leveroni IV Family for Parcel No. 5 by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

**MISCELLANEOUS**

The Board received the following miscellaneous items: Disbursements – Dated October 22, 2020, Disbursements – Dated October 29, 2020, Point Reyes Light – Salinity Notice for October 22, 2020, NOAA Three Month Precipitation Outlook and FY20 1<sup>st</sup> Quarter Labor Cost Report.

The Board received the following news articles: Marin IJ – Winds could prompt outages – WILDFIRE WEATHER; Marin IJ – Hotel in Novato eyed for housing – IGNACIO; Marin IJ – Winds force broad outages – WILDFIRE WEATHER and Marin IJ – Coalition spurs homeowners to add apartments.

The Board received the following social media posts: Facebook – October 22, 2020; Instagram – October 22, 2020 and Facebook – October 22, 2020.

Director Joly complemented staff on the 3<sup>rd</sup> quarter labor cost memo. He noted tonight's meeting was short due to the national election, therefore as a result we will have a longer agenda with more items at the November 17<sup>th</sup> meeting.

Director Joly apprised the Board that at the November 17<sup>th</sup> Board meeting there will also be a closed session annual review of the General Manager. He noted Directors Baker and Petterle provided information used in the past and he will be working with Ms. Kehoe to send out

168 information to all the Board members by the end of the week.

169 **ADJOURNMENT**

170 President Joly adjourned the meeting at 6:30 p.m.

171 Submitted by

172

173 Theresa Kehoe

174 District Secretary

175

2

3

4

5

**NORTH MARIN WATER DISTRICT**  
**MONTHLY PROGRESS REPORT FOR October 2020**  
November 17, 2020

1.

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

Month	FY20/21	FY19/20	FY18/19	FY17/18	FY16/17	21 vs 20 %
July	341.7	317.7	341.1	331.0	310.3	8%
August	290.1	287.1	300.9	303.0	299.6	1%
September	225.6	280.5	255.0	292.4	302.3	-20%
October	307.8	286.0	265.6	273.7	202.8	8%
FYTD Total	1,165.2	1,171.2	1,162.6	1,200.1	1,114.9	-1%

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

Month	FY20/21	FY19/20	FY18/19	FY17/18	FY16/17	21 vs 20 %
July	8.0	8.9	10.2	9.5	7.9	-10%
August	8.8	8.4	9.9	8.8	7.4	5%
September	7.4	7.8	9.5	8.4	6.4	-4%
October	6.4	7.5	8.3	7.9	5.2	-15%
FYTD Total	30.6	32.6	37.9	34.5	26.9	-6%

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

Month	FY20/21	FY19/20	FY18/19	FY17/18	FY16/17	21 vs 20 %
July	105.8	68.2	78.6	112.6	69.9	55%
August	81.1	103.8	79.3	81.5	90.4	-22%
September	16.1	115.0	60.5	122.7	96.9	-86%
October	7.7	103.4	74.5	102.3	93.9	-93%
FYTD Total	210.7	390.3	292.9	419.1	351.1	-46%

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

Month	FY20/21	FY19/20	FY18/19	FY17/18	FY16/17	21 vs 20 %
July	39.0	36.5	30.2	27.7	27.1	7%
August	43.2	33.3	30.6	26.1	26.0	30%
September	29.5	29.7	33.5	25.0	23.5	-1%
October	22.8	26.6	20.1	19.1	8.3	-14%
FYTD Total*	134.5	126.1	114.4	97.9	85.0	7%

\*Excludes potable water input to the RW system: FY21=9.2 MG; FY20=19.4; FY19=20.6 MG; FY18=15.8MG; FY17=1.4MG

t:\ac\excel\wtr use\production.xlsx]mo rpt

**2. Stafford Lake Data**

	October Average	October2019	October2020
Rainfall this month	1.46 Inches	0.00 Inches	0.00 Inches
Rainfall this FY to date	0.43 Inches	0.13 Inches	0.04 Inches
Lake elevation*	181.39 Feet	183.6 Feet	178.4 Feet
Lake storage**	523.6 MG	761 MG	408.6 MG

\* Spillway elevation is 196.0 feet

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

**Temperature (in degrees)**

	Minimum	Maximum	Average
October2019 (Novato)	34.6	101.8	77.9
October2020 (Novato)	42.8	110.2	89.9

### 3. Number of Services

I:\ac\excel\wtr use\production.xlsx\services.mprpt

October 31	Novato Water			Recycled Water			West Marin Water			Oceana Marin Swr		
	FY21	FY20	Incr %	FY21	FY20	Incr %	FY21	FY20	Incr %	FY21	FY20	Incr %
Total meters installed	20,787	20,750	0.2%	99	95	4.2%	791	791	0.0%	-	-	-
Total meters active	20,566	20,544	0.1%	94	90	4.4%	782	783	-0.1%	-	-	-
Active dwelling units	24,084	24,077	0.0%	-	-	-	832	833	-0.1%	235	235	0.0%

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

Description	October2019	October2020
Effluent Flow Volume (MG)	0.380	0.528
Irrigation Field Discharge (MG)	0	0.605
Treatment Pond Freeboard (ft)	6.2	9.0
Storage Pond Freeboard (ft)	10.2	9.1

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

Job No.	Project	% Complete	% This month
1.2817.03	College of Marin – New Miwok Center	42	0
1.2795.00	McPhail's	100	0
1.2840.00	Starbucks Redwood	99	4
1.2820.00	Bahia Heights	95	2
1.2837.00	McPhails Phase 2A	95	2
1.2831.00	Landsea Homes	5	5

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

Job No.	Project	% Complete	% This month
2.6263.20	Replace PRE Tank 4A	65	5
1.7183.00	Replace Plastic 4-inch –Scown Lane	90	10
1.7123.28	PB Replacements – San Ramon, Vivian, Verissimo	80	5
1.1707.14	DCDA Replacements	80	10

### Employee Hours to Date, FY 20/21

As of Pay Period Ending October30, 2020

Percent of Fiscal Year Passed = 33%

Developer Projects	Actual	Budget	% YTD Budget	District Projects	Actual	Budget	% YTD Budget
Construction	191	1,400	14%	Construction	1,146	3,460	39%
Engineering	549	1,504	37%	Engineering	1,021	2,722	38%

### 6. Safety/Liability

I:\nmwserver\administration\AC\EXCEL\Personnel\wcl\WC.XLS

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) (\$)
FY 21 through October	11	\$4,840	1	1	\$6,590
FY 20 through October	0	\$0	0	0	\$0

Days without a lost time accident through October 31, 2020 130 Days

\* Vehicle accident involving District vehicle and unoccupied parked vehicle during on-call event. Costs related to parked vehicle.



## 7. Energy Cost

FYE	kWh	October		Fiscal Year-to-Date thru October		
		¢/kWh	Cost/Day	kWh	¢/kWh	Cost/Day
2021 Stafford TP	27,201	21.2¢	\$192	258,947	19.8¢	\$416
Pumping	158,738	25.5¢	\$1,352	680,872	25.6¢	\$1,439
Other*	44,679	29.5¢	\$439	191,374	30.1¢	\$476
	230,618	25.8¢	\$1,983	1,131,193	25.0¢	\$2,331
2020 Stafford TP	95,375	18.5¢	\$569	367,229	18.6¢	\$557
Pumping	140,442	24.3¢	\$1,101	643,871	23.6¢	\$1,244
Other*	50,034	28.6¢	\$462	211,074	27.9¢	\$483
	285,851	22.5¢	\$2,131	1,222,174	22.8¢	\$2,284
2019 Stafford TP	78,764	20.0¢	\$526	293,308	19.9¢	\$475
Pumping	139,019	21.1¢	\$979	663,964	20.7¢	\$1,124
Other*	44,942	27.9¢	\$418	196,114	26.7¢	\$430
	262,725	22.0¢	\$1,923	1,153,386	21.5¢	\$2,029

\*Other includes West Marin Facilities

T:\AC\Board Reports\PG&E Usage\FY 2021\PG Usage 10.2020.xlsx]mo rpt

## 8. Water Conservation Update

	Month of October 2020	Fiscal Year to Date	Program Total to Date
High Efficiency Toilet (HET) Rebates	11	33	4,199
Retrofit Certificates Filed	5	68	6,474
Cash for Grass Rebates Paid Out	1	4	935
Washing Machine Rebates	0	5	6,809
Water Smart Home Survey	0	0	3,899

## 9. Utility Performance Metric

SERVICE DISRUPTIONS (No. of Customers Impacted)	October 2020	October 2019	Fiscal Year to Date 2021	Fiscal Year to Date 2020
PLANNED				
Duration Between 0.5 and 4 hours	8	3	71	10
Duration Between 4 and 12 hours				96
Duration Greater than 12 hours				
UNPLANNED				
Duration Between 0.5 and 4 hours	1	15	29	47
Duration Between 4 and 12 hours				
Duration Greater than 12 hours			1	
SERVICE LINES REPLACED				
Polybutylene	7	4	48	32
Copper (Replaced or Repaired)	1		4	1

# NORTH MARIN WATER DISTRICT

## Summary of Complaints & Service Orders October 2020

11/9/2020

Type	Oct-20	Oct-19	Action Taken October 2020
<b><u>Consumers' System Problem</u></b>			
Service Line Leaks	39	38	Notified Consumer
House Plumbing	0	1	Notified Consumer
House Valve / Meter Off	7	10	Notified Consumer
Nothing Found	7	12	Notified Consumer
Low Pressure	1	1	40 PSI at hose bib. Normal pressure for this zone.
High Pressure	2	2	100 PSI due to absent PRV. Advised to install a new one.
			65 PSI at hose bib and same at hydrant #863.
<b>Total</b>	<b>56</b>	<b>64</b>	
<b><u>Service Repair Reports</u></b>			
Meter Replacement	1	2	Replaced
Meter Box Alignment	0	1	Repaired
Box and Lids	3	0	Replaced
Water Off/On Due To Repairs	4	11	Notified Consumer
Misc. Field Investigation	11	12	Notified Consumer
<b>Total</b>	<b>19</b>	<b>26</b>	
<b><u>Leak NMWD Facilities</u></b>			
Main-Leak	0	1	Repaired
Service- Leak	6	8	Repaired
Services-Nothing Found	1	1	Notified Consumer
Fire Hydrant-Leak	0	5	Repaired
Meter Leak	1	0	Repaired
Washer Leaks	6	5	Repaired
<b>Total</b>	<b>14</b>	<b>20</b>	
<b><u>High Bill Complaints</u></b>			
Consumer Leaks	1	1	Notified Consumer
Meter Testing	1	0	Notified Consumer
Meter Misread	0	1	Notified Consumer
Nothing Found	3	4	Notified Consumer
Excessive Irrigation	2	10	Notified Consumer
<b>Total</b>	<b>7</b>	<b>16</b>	
<b><u>Low Bill Reports</u></b>			
<b>Total</b>	<b>0</b>	<b>0</b>	
<b><u>Water Quality Complaints</u></b>			
Taste and Odor	0	3	~
Other	0	1	
<b>Total</b>	<b>0</b>	<b>4</b>	
<b>TOTAL FOR MONTH:</b>	<b>96</b>	<b>130</b>	<b>-26%</b>

# NORTH MARIN WATER DISTRICT

## Summary of Complaints & Service Orders October 2020

11/9/2020

Type	Oct-20	Oct-19	Action Taken October 2020
<b><u>Fiscal YTD Summary</u></b>			<b><u>Change Primarily Due To</u></b>
Consumer's System Problems	195	348	-44% Decrease In Service Line Leaks.
Service Repair Report	82	101	-19% Decrease In Water Off/On Due To Repair:
Leak NMWD Facilities	85	88	-3% Decrease In Fire Hydrant Leaks.
High Bill Complaints	25	43	-42% Decrease In Excessive Irrigation.
Low Bills	0	0	0% No Change.
Water Quality Complaints	0	14	-100% Decrease in Taste and Odor.
Total	<u>387</u>	<u>594</u>	<u>-35%</u>

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

<b><u>Check Meter:</u></b> possible consumer/District leak, high bill, flooded, need read, etc.	90	91
<b><u>Change Meter:</u></b> leaks, hard to read	11	7
<b><u>Possible Stuck Meter</u></b>	0	2
<b><u>Repair Meter:</u></b> registers, shut offs	2	0
<b><u>Replace Boxes/Lids</u></b>	2	29
<b><u>Dig Outs</u></b>	0	3
<b><u>Letters to Consumer:</u></b> meter obstruction, trims, bees, gate access, etc. get meter number, kill service, etc.	0	2
	<u>105</u>	<u>134</u>

## Bill Adjustments Under Board Policy:

### **October 20 vs. October 19**

Oct-20	52	\$13,806
Oct-19	34	\$10,084

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

20/21 FY	99	\$34,815
19/20 FY	107	\$27,766

t:\cons srvc\complaint report\complain 21.xlsx\oct20

## MEMORANDUM

To: Board of Directors

November 13, 2020

From: Julie Blue, Auditor-Controller *JB*  
Nancy Holton, Accounting Supervisor

Subj: Auditor-Controller's Monthly Report of Investments for October 2020  
t:\aclword\invest\21\investment report 1020.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 \$25,548,923 and a market value of \$25,628,516. During October the cash balance increased by \$2,342,945. The market value of securities held increased \$79,592.28 during the month. The ratio of total cash to budgeted annual operating expense stood at 143%, up 12% from the prior month.

At October 31, 2020, 76% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 19% in Time Certificates of Deposit, 4% in the Marin County Treasury, and 1% retained locally for operating purposes. The weighted average maturity of the portfolio was 66 days, compared to 79 days at the end of September. The LAIF interest rate for the month was 0.62%, compared to 0.69% the previous month. The weighted average Portfolio rate was 0.93%, compared to 1.00% the previous month.

Investment Transactions for the month of October are listed below:

10/5/2020	US Bank	LAIF	\$500,000.00	Trsf to LAIF account
10/7/2020	US Bank	LAIF	\$250,000.00	Trsf to LAIF account
10/14/2020	US Bank	LAIF	\$700,000.00	Trsf to LAIF account
10/22/2020	US Bank	LAIF	\$800,000.00	Trsf to LAIF account
10/27/2020	US Bank	LAIF	\$250,000.00	Trsf to LAIF account

**NORTH MARIN WATER DISTRICT  
AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS  
October 31, 2020**

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis <sup>1</sup>	10/31/2020 Market Value	Yield <sup>2</sup>	% of Portfolio
<b>LAIF</b>	State of CA Treasury	AA-	Various	Open	\$19,344,178	\$19,423,771	0.62% <sup>3</sup>	<b>76%</b>
<b>Time Certificate of Deposit</b>								
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	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	TIAA Bank	n/a	1/18/19	7/19/21	246,000	246,000	2.75%	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%
TCD	Goldman Sachs Bank USA	n/a	10/11/19	10/12/21	247,000	247,000	1.70%	1%
TCD	Flagstar Bank	n/a	11/15/19	11/15/21	247,000	247,000	1.75%	1%
TCD	Synovus Bank	n/a	12/9/19	12/9/21	247,000	247,000	1.65%	1%
TCD	Morgan Stanley Bank	n/a	1/16/20	1/18/22	247,000	247,000	1.75%	1%
TCD	Wells Fargo National Bank	n/a	3/6/20	3/7/22	248,000	248,000	1.35%	1%
TCD	American Express Natl Bank	n/a	4/7/20	4/7/22	248,000	248,000	1.35%	1%
TCD	Synchrony Bank	n/a	4/17/20	4/18/22	248,000	248,000	1.20%	1%
TCD	Pinnacle Bank	n/a	5/7/20	5/9/22	248,000	248,000	0.90%	1%
TCD	Enerbank	n/a	9/25/20	9/25/24	249,000	249,000	0.45%	1%
					<b>\$4,950,000</b>	<b>\$4,950,000</b>	<b>1.99%</b>	<b>19%</b>
<b>Other</b>								
Agency	Marin Co Treasury	AAA	Various	Open	\$1,049,390	\$1,049,390	1.63%	4%
Other	Various	n/a	Various	Open	205,355	205,355	0.41%	1%
<b>TOTAL IN PORTFOLIO</b>					<b>\$25,548,923</b>	<b>\$25,628,516</b>	<b>0.93%</b>	<b>100%</b>

Weighted Average Maturity = **66 Days**

LAIF: State of California Local Agency Investment Fund.

TCD: Time Certificate of Deposit.

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 October 31, 2020

<b>Interest Bearing Loans</b>	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
Marin Country Club Loan	1/1/18	11/1/47	\$1,265,295	\$1,161,347	1.00%
Marin Municipal Water - AEEP	7/1/14	7/1/32	\$3,600,000	\$2,224,108	2.71%
Employee Housing Loans (2)	Various	Various	525,000	525,000	Contingent
<b>TOTAL INTEREST BEARING LOANS</b>			<b>\$5,390,295</b>	<b>\$3,910,455</b>	

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


t:\accountants\investments\21\1020.xls\jmo rpt

6

## MEMORANDUM

To: Board of Directors

November 13, 2020

From: Tony Williams, Chief Engineer 

Re: Contract Amendment for Engineering Services - White and Prescott

R:\NON JOB No ISSUES\Consultants\White&amp;Prescott\FY20-21\Agmts\_\_BOD Memos\W&amp;P FY20-21 Contract Amend No. 3 BOD Memo 11-20.doc

**RECOMMENDED ACTION:** Authorize General Manager to amend the Consulting Services Agreement with White and Prescott

**FINANCIAL IMPACT:** \$30,000 (no budget augmentation necessary)

Background

At the September 18, 2018 meeting, the Board authorized a new Consulting Services Agreement between the District and White and Prescott for miscellaneous engineering services. At the May 21, 2019 meeting the Board authorized a contract amendment for \$30,000. At the February 3, 2020, a second contract amendment for \$30,000 was authorized. A cost breakdown by task for the \$30,000 FY18-19 contract plus \$60,000 amendments is summarized as follows:

Starting Contract Amount	\$30,000
Carryover from FY16-17 Contract	\$500
Adjusted Contract Balance	\$30,500
Contract Amendment 1	\$30,000
Contract Amendment 2	\$30,000
Adjusted Balance on Contract	\$90,500

## Projects (billings to date)

MSN B2/AEEP Easement Support	<\$41,190>
Old Ranch Road Tank Site	<\$20,340>
Crest Pump Station	<\$4,600>
PRE Tank 1 Survey	<\$3,420>
PRE Tank 4A	<\$2,920>
Surplus Property Review	<\$2,700>
Landsea Homes	<\$2,070>
Hamilton Cottages	<\$1,665>
Park-A-Pup	<\$1,395>
Recycled Water Central – City of Novato Easements	<\$1,360>
Vineyard Rd Maintenance Agreement	<\$1,170>
Starbucks	<\$675>
1758 Indian Valley Rd	<\$450>
Atherton Place	<\$450>

Approved by GM Date 11/13/20

Avesta	<\$360>
McPhails Commercial Development	<\$270>
Residence Inn	<\$270>
Novato Public Library	<\$225>
20 Leveroni	<\$225>
Blue Barn	<\$135>
Jerry's Deli	<\$135>
Pt. Reyes Treatment Plant	<\$135>
Total Billings to date	<\$86,700>
Balance on Contract	\$3,800

---

#### Expenditures

FY18-19 and FY19-20 White and Prescott expenditures currently total \$86,700 leaving a balance of \$3,800 on the contract. Although the contract amount has not been completely expended, planned expenditures coupled with the following upcoming tasks make a contract amendment necessary:

- AEEP Easement Support \$20,000
- On-going Easement Support \$ 5,000

#### RECOMMENDATION

That the Board authorize the General Manager to amend the Consulting Services Agreement with White and Prescott in the amount of \$30,000.





**7**

## MEMORANDUM

To: Board of Directors

November 13, 2020

From: Drew McIntyre, General Manager   
 Robert Clark, Operations / Maintenance Superintendent 

Subj: Consulting Services Agreement Headquarters Upgrade A/E Services Scope of Work –  
 Noll & Tam Architects

t:\gm\bod misc 2020\memo noll & tam 11\_13\_20.docx

**RECOMMENDED ACTION:** Board Authorize General Manager to Enter into a Consulting Services Agreement with Noll & Tam Architects

**FINANCIAL IMPACT:** Time & Expense Agreement not to exceed \$1,245,000  
 (Included in FY21 & FY22 Budgets)

The NMWD Headquarters Upgrade Master Plan prepared by Noll & Tam Architects (Berkeley, CA) was approved by the North Marin Water District (NMWD or District) Board of Directors at the February 18, 2020 meeting. The cost estimate for the Headquarters Upgrade project, including the subject Architectural/Engineering (A/E) Services, has been included in the approved FY2020/21 Budget and the approved water rate study and resulting rates pursuant to Resolution 20-12.

In 2016, Noll & Tam Architects was retained by NMWD to conduct a study of the existing administration and corporation yard facilities. The primary goal of the study was to establish a path forward towards upgrading a mid-1960's facility to current District needs and providing future generations of service to NMWD customers. The study was comprised of the following elements:

- Existing space programming assessment / future facility needs assessment;
- Analysis of existing building conditions to assess building replacement or renovation;
- Review of universal accessibility conditions and code compliance for California Building Code Chapter 11B, Equivalent to the Americans with Disabilities Act (ADA); and
- Facility replacement, expansion and upgrade strategies with associated cost estimates.

For the initial round of masterplan study in 2017, Noll & Tam presented two project options and developed estimated total project costs for each. Based on the District's desire to re-use the

existing building and construction budget constraints the District Board of Directors approved the “Renovation & Addition” option as the preferred alternative.

In 2019 Noll & Tam updated the NMWD Headquarters Upgrade Master Plan preferred alternative to establish a project scope and phasing strategy to meet the budgetary concerns of the District. The needs assessment was refined to reduce the program scope and Noll & Tam developed a project phasing and implementation plan that prioritizes construction of a Water Quality Laboratory as Phase 1 and then provides temporary facilities on site for Administration and Engineering staff prior to renovating the existing Administration Building as Phase 2. The phasing approach also delays a portion of the new building to a future Phase 3 expansion for the Construction and Operations/Maintenance departments until District debt obligations are anticipated to be paid in 2027. Currently the proposed project schedule anticipates a Phase 1 construction start at the beginning of calendar year 2022 (Attachment 1, Exhibit B). The total project costs for design and construction of the Water Quality Laboratory, temporary facilities and renovating the existing Administration Building is estimated at \$15.1M (2020 dollars).

Noll & Tam conducted surveys for all staff positions and conducted interviews of all primary department heads to develop a current needs document for each department. In general, there is not a significant proposed growth of staff space but instead a change to modern work-place requirements, incorporation of technology and a need for improved acoustic privacy. Additionally, to meet current Americans with Disabilities Act (ADA) access, all program spaces in the need's assessment include additional square footage allowances to achieve path of travel and access clearances. The area requiring the most significant improvement is the water quality laboratory, which is significantly undersized to efficiently perform the water testing required for the District. To maintain continuity of service, it is proposed to construct a laboratory addition, move lab services and then recover space in the existing administration building for other departments. In conducting the surveys, the need for a new flexible conference room space came to the forefront. Programming of this space includes supporting the Board of Directors public meetings, providing and education/training room and in addition being an emergency-operations planning center.

Overall the existing buildings are in good condition and have been well maintained throughout their years, but at 55 years in service, building systems have extended beyond their prescribed life.

In addition, the District headquarters were constructed 25 years prior to the adoption of Americans with Disabilities Act (ADA) in 1990 and the facility does not comply with current law and fails to address primary access issues. These concerns include but are not limited to properly sized vehicle parking, accessible path of travel throughout the NMWD site/buildings and universal access for compliant public restroom facilities. Proposed renovation strategies incorporate access compliant components to serve the staff and public spaces of the Administration Building, lab and site access.

The City of Novato Planning Department have concurred that the District is the appropriate lead agency for environmental review and District Counsel advises that a Notice of Exemption is appropriate for the project. Additionally, the City has advised that the District can proceed directly to submitting a building permit application and avoid design review, resulting in shortened schedule and cost savings for NMWD.

The attached agreement including Scope of Work and cost proposal (Attachment 1) has undergone a thorough review by District staff and is recommended for approval by the Board of Directors. The Scope of Work is for A/E services through the Bid Phase. Construction and post-construction phase services will be negotiated at time of bid and brought back to the Board for approval.

Additional costs in the design phase, but not included herein, will be required for CEQA review/submittal, surveying and geotechnical investigation. These tasks will be undertaken by District staff or consultants as follows: CEQA Review – NMWD staff or consultant; Surveying – NMWD survey consultant Cinquini & Passarino; and Geotechnical Investigation – NMWD Geotech consultant Miller Pacific Engineering Group.

#### RECOMMENDATION

Board of Directors authorize the General Manager to enter into a consulting services agreement with Noll & Tam Architects for the NMWD Headquarters Upgrade A/E services on a time and expense basis in an amount not to exceed \$1,132,070 plus a 10% contingency resulting in a total budget of \$1,245,000.

## **AGREEMENT FOR CONSULTING SERVICES**

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and Noll and Tam Architects and Planners hereinafter, "**Consultant**".

**WHEREAS**, Consultant is a duly qualified consulting firm, experienced in Architecture Planning and Engineering,

**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 Architectural/Engineering (A/E) services for the NMWD Headquarters Upgrade 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 Consultant's proposal dated November 9, 2020, and included in Exhibit A of this agreement.
- b. The project schedule for completion of Tasks shall be in accordance with the milestones provided in Exhibit B.
- c. The Consultant's management team is set forth in the Consultant's proposal. Consultant shall not change a member of the management team without advance notice to and approval by NMWD.
- d. The fee for the work shall be on a time and expense (T & E) basis utilizing the fee schedule included in Exhibit A of this agreement and shall not exceed \$1,132,070 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 agrees 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 professional services 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 in which 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, 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. Notwithstanding the preceding two sentences, the Consultant has no obligation to bear any defense related cost not related to its proportion of the overall liability, and to this end, following the agreement or a determination of each party's respective proportionate liability, NMWD shall be responsible to reimburse the Consultant for all defense related costs not related to the comparative fault of the Consultant. The parties will attempt to resolve this dispute pursuant to paragraph 15, **DISPUTE RESOLUTION**, with mediation at JAMS in San Francisco to be held within 90 days of the conclusion of informal negotiations, and in the event that mediation does not resolve the issue completely, the parties will then submit the matter, subject to paragraph 15, to binding arbitration at JAMS within 90 days thereafter.
- b. With respect to all other than professional services 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 January, 2022, 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:  
Noll and Tam Architects and Planners  
729 Heinz Avenue  
Berkeley, CA 94710  
Attention: Christopher Noll

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, however, nothing contained herein shall prevent Consultant from using the work performed for its own internal purposes, or for marketing.

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 CONTRACTORS/CONSULTANTS**

Contractor/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 contractor/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. Contractor only: Course of Construction insurance covering all risks of loss.

Consultant only: 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

Contractor/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. Contractor Only: Course of Construction – completed value of the project with no coinsurance penalty provisions.

Consultant Only: Professional Liability, **\$1,000,000** per occurrence.

## Verification of Coverage

Contractor/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

Contractor/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 Contractor/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 Contractor/Consultant.
2. For any claims related to this project, the Contractor/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 Contractor/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.

4. Contractor Only: The District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of the work or operations performed by the Contractor including materials, parts or equipment furnished in connection with such work or operations.
5. Contractor Only: Course of Construction policies shall contain the following provisions:
  1. The District shall be named as loss payee.
  2. The insurer shall waive all rights of subrogation against 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

**"CONSULTANT"**

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

\_\_\_\_\_  
Christopher Noll, Principal

EXHIBIT A

SCOPE OF WORK

For A/E Services for the following Project

**NORTH MARIN WATER DISTRICT, HEADQUARTERS  
UPGRADE**

Final: November 9, 2020

North Marin Water District

Attn: Drew McIntyre, General Manager

999 Rush Creek Place

P.O.Box 146

Novato, CA 94948

**PROJECT DESCRIPTION & CRITERIA**

**A. Design Concept:**

Noll & Tam Architects (N&T) shall develop Design, Entitlement and Construction Documents for the North Marin Water District, Headquarters Upgrade, based upon program and scope developed as provided by North Marin Water District and Noll & Tam Architects during feasibility and master planning phase. See referenced report titled "NORTH MARIN WATER DISTRICT HEADQUARTERS UPGRADE MASTER PLAN"– Dated: February 14, 2020.

**B. Building Data / Information**

+/- 3,300 sqft new addition, renovation of +/- 9,100 sqft

1 stories (Existing), Single Story Addition, Miscellaneous support buildings at corporation yard

Civic/Commercial Buildings:

- Existing Headquarters: Wood framed, Glulam structure / Steel columns/ Plywood decks (Type V Construction).
- Proposed Expansion: Wood framed, plywood decks, Slab on grade (Type V Construction ).
- Pre-engineered portable temporary buildings (Type V Construction ).

**C. California Environmental Quality Act (CEQA)**

Project is proposed to be considered either "Class 1, 2 or 32 Exemption" per Article 19 of CEQA, North Marin Water District (NMWD) to be Lead Agency for CEQA review. Exemption classification to be established by Lead Agency.

**D. California Building Codes:**

Project shall comply with the 2019 California Building Code Edition and all errata as published at time of permit submission. The 2019 California Energy Code shall set the criteria for building envelope performance and energy consumption. The performance energy modeling method is proposed for project analysis. This method has been proposed based on significant changes to existing building envelope, glazing, building systems and new expansion.

**E. Sustainable Goals & Criteria**

2019 California Green Building Standards Code: Mandatory requirements shall be incorporated to comply with code. Voluntary tiers: No additional tiers are proposed for project.

Net Zero Energy Criteria: No energy generation onsite proposed. Project will meet the 2019 California Green Building Standards Code requirements for buildings to be photovoltaic system ready.

LEED Criteria: No proposed certification for project.

**F. Bidding Process**

Design – Bid – Build Delivery: Proposed single bid package for project phases of work as listed below in section "I".

**G. Budget**

Construction Budget: Per November 2019 Estimate - \$10.9 Million

Total Project Budget: Per November 2019 Estimate - \$14.7 Million

**H. Schedule:**

Preliminary Schedule: See attached appendix item "NMWD Master Schedule" for current schedule. (EXHIBIT B)

**I. Phases of Project:**

1. Phase 1: New Building Addition - Water Quality Lab / Utility Infrastructure/Temporary Buildings.
2. Phase 2: Renovation - Existing Administration Building / Utility completion / Site / Landscaping.
3. Phase 3: Scope Not Included in Contract - Expanded New Building Addition. Planning for Phase 3 site development approvals are included.

**J. Assumptions and NMWD Documentation:**

Monument, Boundary Line and Property Line locations.

**K. Additional documentation to be performed under a separate contract:**

- Site topographic survey and Contour Map at 2' maximum intervals.
- Site utility survey.
- Geotechnical Report (Including soils testing and analysis).
- Arborist Report for site trees impacted by project.

**I. SCHEMATIC DESIGN (25% Project Submittal)**

**A. Schematic Design Documents:**

Documentation shall include but is not limited to the following:

**1. Architectural**

- a. Site Plan indicating proposed location of building and proposed changes to the site.

- b. Floor and Roof Plans showing all rooms and areas, entrances, exits, exterior stairways, ladders, circulation areas, toilet rooms and major mechanical, and electrical areas.
- c. Preliminary signage locations and design concepts.
- d. Preliminary Building Elevations and Building Sections.
- e. Verify the compliance of the schematic design with the referenced Master Plan including area tabulations for the facility.
- f. Preliminary layout plans for temporary structures and confirmation of sizes and types of temporary buildings required to support the District for interim use.
- g. Preliminary analysis of California Building Code requirements and permitting pre-application process.
- h. N&T to develop an Owner Project Requirement (OPR) Document to comply with Chapter 8 of the California Green Building Standards.

## **2. Civil Engineering**

- a. Preliminary Site Plan, including major demolition and definition of site improvements, including street, sidewalks, curbs, gutters and plazas.
- b. Site plan to include existing facility and corporation yard access to maintain operations and emergency response. Plan to incorporate traffic plan requirements and phasing of plan during construction.
- c. Preliminary Utility Plan.
- d. Preliminary Site Grading, drainage and site stormwater plan.
- e. NMWD to provide District standard SWPPP, stormwater management language to be included in documentation.

## **3. Landscape Architecture**

- a. Site Improvements adjacent to building site and conceptual site landscape plans as defined by Phase 1 & 2 areas of work.
- b. Conceptual Planting Plans.
- c. Conceptual site finish materials and exterior furniture selections.

## **4. Structural Engineering**

- a. Develop structural scheme and narrative for existing building renovation. Structure approach to be of similar construction to existing building.
- b. Develop two structural schemes and narratives for the new building addition. Structural systems to be assessed based on suitability and cost. N&T to recommend preferred structural system prior to design development.
- c. Structural to develop options for enhanced structure safety to support District emergency operation requirements or provide a higher level of safety for new and renovated structures.
- d. Preliminary plans to show extent of foundations, vertical structure and seismic systems.

## **5. Mechanical / Plumbing**

- a. Develop estimated heating and cooling loads.
- b. Define alternate HVAC system design concepts with comparative analyses of performance and costs. N&T to recommend and confirm selection of preferred system approach with NMWD.
- c. Ventilation system design and engineering to address management of air quality during fire events to maintain operations. System design to analyze enhanced ventilation needs for Covid-19 or similar air-borne pathogens.
- d. Determine equipment room sizes, shaft areas and equipment locations.
- e. Prepare design sketches of the main HVAC system and supplemental systems for water quality lab expansion.
- f. Mechanical to set requirements for natural gas supply and utility routing for electrical generator location.
- g. Consult with Novato Fire Protection District and determine building firewater and sprinkler system requirements.

## **6. Electrical / Lighting**

- a. Assess existing site and infrastructure for scope of existing electrical distribution system to be maintained.
- b. Perform initial electrical load calculations.
- c. Prepare diagrammatic lighting, power, and signal drawings.
- d. Prepare preliminary electrical equipment room and telecommunications/data room requirements for integration into the project design.
- e. Prepare schematic electrical site plan.
- f. Provide sizing and basis of design for onsite facility electrical generator.
- g. Prepare preliminary lighting plans and conceptual lighting fixture options.

## **7. Telecommunications / Data / Security / AV / Paging / Acoustics**

- a. Prepare written narrative for technology systems design criteria after establishing technology requirements with North Marin Water District.
- b. Establish proposed Minimum Point of Entry (MPOE) for all communication systems.

## **8. Interior Design and Finishes**

- a. Develop a conceptual design for colors, materials, fabrics and new furniture and millwork items.

## **9. Sustainability Approach and Basis of Design Criteria**

- a. Provide a criteria list for enhanced sustainability opportunities, including but not exclusive to efficient building systems and conservation goals for energy and water beyond code minimum standards. Criteria list to be assessed by cost and value to the proposed project.

## **B. Schematic Specifications:**

- a. Provide a preliminary general description of building systems and summary Table of Contents for specification document.

**C. Schematic Design Meetings: (Note Owner & Architect to assess in person or virtual meetings)**

N&T shall prepare and attend the following meetings at locations specified by North Marin Water District:

- |   |                              |
|---|------------------------------|
| a. Owner / Building Committee                     | 3 meetings                   |
| b. Project User / Staff                           | 1 meeting                    |
| c. Site Visit and existing condition verification | 2 meetings                   |
| d. Public Presentations                           | 1 Board Meeting Presentation |

Additional meetings, if required, will be considered Additional Services

**D. Schematic Statement of Probable Construction Costs:**

Provide an Estimate of Probable Construction Cost with the final Schematic Design documents and schematic specifications, to demonstrate the design is within the approved budget as defined by the Project Description. The Estimate of Probable Construction Cost shall include an appropriate design contingency and escalation costs based on the anticipated midpoint of construction duration shown in the Project Description. Should the estimate of Probable Construction Costs submitted by N&T exceed the design budget, N&T shall at the same time submit, without additional cost to the North Marin Water District, reasonable alternative approaches to the design and construction of the Project that will reduce the construction costs to be equal to, or less than, the budget.

**E. Deliverables for Schematic Design - 25% Project Submittal:**

N&T shall provide one (1) Fullsize set and digital copies of the Schematic Design Documents and the statement of probable construction cost at the completion of schematic design.

**F. Owner Direction:**

- a. N&T shall review and provide a written response to all comments generated by the North Marin Water District, which are generated from the review of the deliverables provided by N&T at 100% schematic design. North Marin Water District shall prepare and present all comments to N&T in a single response within the designated time period defined by the Project Schedule.
- b. N&T's response to out-of-sequence North Marin Water District comments shall be compensated as an additional service.
- c. North Marin Water District to provide written acceptance of the Schematic Design Documents and approval to proceed to the next scope of work stage.

**G. Additional Services Not Included in Schematic design:**

- a. Project is considered exempt per CEQA categorical exemption criteria for existing buildings.

**II. DESIGN DEVELOPMENT (55% Project Submittal)**

**A. Design Development Documents:**

Based on the accepted Schematic Design Documents and any adjustments authorized by North Marin Water District, N&T shall prepare Design Development Documents. The Design Development Documents include, but are not limited to, the following: drawings, specifications and other documents to fix and



describe the size and character of the entire Project, architectural, civil, structural, mechanical, electrical, and telecommunication systems, materials and such other elements that may be necessary.

**1. Architectural**

- a. Site Plan showing location of building and proposed changes to streets, curb, gutters, sidewalks, and the location of exterior utilities and service lines.
- b. Site Plan for phasing of project, including temporary buildings.
- c. Floor Plans / Roof Plans / Reflected Ceiling Plans.
- d. Major Building Elevations / Sections / Selected Interior Elevations.
- e. Typical Wall Sections addressing the majority of the exterior conditions.
- f. Preliminary Exterior and Interior Details, including windows, skylights and door selections.
- g. Standard project schedules to show quantity and types: Doors, windows, signage, finishes, and wall partitions.
- h. Coordinated drawing index for all architecture and engineering consultants.
- i. Preliminary acoustic performance criteria for room separating walls and operable dividing partitions.
- j. Coordinate layout plans with NMWD and consultants for temporary structures and utilities to temporary buildings required to support the District for interim use.
- k. N&T to update the Owner Project Requirement (OPR) Document to comply with Chapter 8 of the California Green Building Standards.

**2. Civil Engineering**

- a. Site Demolition Plan.
- b. Utility Relocation Plan.
- c. Site Improvements to building site.
- d. Site Grading and Drainage plans.
- e. Preliminary Details complying with City of Novato design standards.

**3. Landscape Architecture**

- a. Site Improvements to building site.
- b. Finish Grading Plan.
- c. Planting and Irrigation Plan.
- d. Hardscape Plan.
- e. Preliminary Site Details.

**4. Structural Engineering**

- a. Foundation and Framing Plans.
- b. Column / Beam Schedule and Major Structural Sections.
- c. Draft Details and Notes conforming to applicable codes.
- d. Documentation to indicate foundation and structural design complies with the requirements of the geotechnical report and other applicable requirements for existing conditions.

## **5. Mechanical / Plumbing**

- a. Plans showing “double line” dimensioned layouts of major duct and piping systems on architectural plan backgrounds, with “single line” small branch designations.
- b. Plans showing space assignment, sizes, etc., of HVAC equipment and mechanical rooms.
- c. Equipment lists and schedules for all mechanical and plumbing devices.
- d. Riser diagrams showing plumbing, HVAC and special process piping distribution systems.
- e. Sections through critical areas showing coordination of architectural, structural, mechanical, electrical, and piping elements.
- f. Preliminary Details and Notes on provisions to meet special requirements, such as vibration and acoustic constraints.
- g. Verify and update system design loads and sizing from initial performance criteria.
- h. Fire Sprinkler system will be delegated engineered design/build. System Performance specification will be provided for review and comment to the Novato Fire Protection District.

## **6. Electrical / Lighting**

- a. Plans showing space assignment, sizes, etc., of fixed electrical and telecommunications/data rooms and equipment.
- b. Power Plans, showing location of main runs and branch circuits, switches and electrical/data outlets.
- c. Riser diagrams showing arrangements of feeds, sub-feeders, buss ducts, load centers and branch circuit panels.
- d. Verify and update electrical system capacity and incorporate requirements for emergency backup power.
- e. Lighting plans and preliminary fixture selections.
- f. Lighting calculations and photometric analysis.

## **7. Telecommunications / Data / Security**

- a. NMWD selected vendors to provide district standards and basis of design for communication and data management systems.
- b. NMWD to provide type and quantity for internet connection and copper phone connection.
- c. N&T to provide coordination plans and system infrastructure for system head-end, Minimum point of entry (MPOE) routing to switch locations and all device locations.
- d. Dedicated building paging system is excluded. NMWD to confirm paging through phone system.

## **8. Audio / Video Systems**

- a. NMWD selected vendor to provide basis of design for video display and speaker systems.
- b. N&T to provide coordination plans and system infrastructure for system equipment and all device locations.
- c. NMWD selected vendor to provide displays and required audio/video equipment.

## **9. Interior Design and Finishes**

- a. Refine and finalize the selection of colors, materials, fabrics and furniture, including detailing any custom millwork and update the interiors design and finishes budget and schedule. Prepare presentation boards showing final furniture and fabric selections/designs for North Marin Water District written approval.

## **10. Signage**

- a. Identify locations for all code required signs and wayfinding.
- b. Confirm hierarchy of exterior and interior signage.
- c. Develop alternative concepts for principal exterior and interior sign types; investigate typeface, graphic layouts, materials, colors and finishes.

### **B. Design Development Specifications:**

- a. Provide technical specifications that provide a description of building systems. Part 1 & 2 only of standard technical specifications to be provided at Design Development phase.

### **C. Design Development Meetings: (Note Owner & Architect to assess in person or virtual meetings)**

N&T shall prepare and attend the following meetings at locations specified by North Marin Water District:

- a. Owner / Building Committee      3 meetings
- b. Project User/Staff      1 meeting
- c. Public Presentations      1 Design Update to Board as required

Additional meetings, if required, will be considered Additional Services

### **D. Design Development Statement of Probable Construction Costs:**

Provide an Estimate of Probable Construction Cost with the final Design Development documents and specifications, to demonstrate the design is within the approved budget as defined by the Project Description. The Estimate of Probable Construction Cost shall include an appropriate design contingency and escalation costs based on the anticipated midpoint of construction duration shown in the Project Description. Should the estimate of Probable Construction Costs submitted by N&T exceed the budget, N&T shall at the same time submit, without additional cost to the North Marin Water District, reasonable alternative approaches to the design and construction of the Project that will reduce the construction costs to be equal to, or less than, the Budget.

### **E. Utility Company Design Coordination:**

N&T shall contact and coordinate with PG&E, Novato Sanitary District, Telephone and Internet Providers; to show utility work required to the interface point with the work by utility companies. Provide plans, sections and elevations to clearly detail the work required by the contractor at the interface point and to clearly distinguish the Contractor work from the utility company-provided work. Confirm building minimum point of entry (MPOE) for utility and communications.

### **F. Deliverables for Design Development – 55% Project Submittal:**

1. **Design Development Package:** N&T shall provide one (1) set and digital files of the Design Development Documents, drawings, specifications and the statement of probable construction cost.
2. **Site Development Package:** N&T to provide documentation package for review with the City of Novato for project scope and planning for the construction permit approvals process. Document package shall contain design development drawings, specifications, and required supporting reports. N&T to coordinate with NMWD for required physical copies and distribution to designated parties as required.

**G. Owner Direction:**

- a. N&T shall review and provide a written response to all comments generated by the North Marin Water District, which are generated from the review of the deliverables provided by N&T at 100% Design Development. North Marin Water District shall prepare and present all comments to the N&T in a single response within the designated time period defined by the Project Schedule.
- b. N&T's response to out-of-sequence North Marin Water District comments shall be compensated as an additional service.
- c. North Marin Water District to provide written acceptance of the Design Development Documents and approval to proceed to the Construction Documents.

**H. Additional Services Not Included in Phase:**

- a. Publication quality Renderings to be used for project funding.

**III. CONSTRUCTION DOCUMENT (75% and 95% Project Submittals)**

**A. Construction Documents:**

Based on the approved Design Development Documents and adjustments authorized by North Marin Water District. N&T shall prepare for approval by North Marin Water District, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

**1. Architectural:**

- a. Building code documentation, accessibility, egress and safety plans for building department permit review.
- b. Coordinated drawing index for all architecture and engineering consultant documents.
- c. Plans, elevations, sections, schedules and construction detailing for all building components required for a complete construction package.
- d. Provide final layout plans for temporary structures and utilities to temporary buildings as required to support the District for interim use.
- e. Final drawing and specification packages to be issued as "Contract Documents" and prepared for Bid Issue.

**2. Civil Engineering**

- a. Bid package ready: plans, schedules, equipment lists and construction detailing.

**3. Landscape Architecture**

- a. Bid package ready: plans, planting schedules, and construction detailing.
- b. Documentation for irrigation water conservation requirements per California Building code.

**4. Structural Engineering**

- a. Bid package ready: plans, schedules and construction detailing.
- b. Structural Engineer to provide statement that structural design complies with requirements of the geotechnical report.

**5. Mechanical / Plumbing**

- a. Bid package ready: plans, schedules, equipment lists and construction detailing.
- b. Specifications to include deferred engineering requirements for NFPA-13 fire protection systems.
- c. Documentation for completed California Title 24 energy compliance forms and building envelope forms.

**6. Electrical / Lighting**

- a. Bid package ready: plans, panel schedules, equipment schedules and construction detailing.
- b. Electrical tie-in requirements and controls for emergency generator.
- c. Final lighting calculations and photometric analysis, prepared for review by City of Novato Building Department.

**7. Telecommunications / Data / Security**

- a. Bid package ready: plans, schedules, equipment and construction detailing for system infrastructure.
- b. NMWD to contract separately with vendor to provide communication and data equipment.

**8. Interior Design and Finishes**

- a. Final selection of colors, materials, fabrics and furniture, including detailing any custom millwork and update the interiors design and finishes budget. Prepare presentation boards showing final furniture and fabric selections/designs for North Marin Water District written approval.

**9. Signage**

- a. Bid package ready: plans, sign schedules, and construction detailing for system infrastructure.
- b. Building code required signage to be submitted as part of permitting package to City of Novato for review.

**10. Furniture, Fixtures & Equipment:**

- a. Select Furniture deliverables: Schedule of furniture items for all public and community areas. Spaces include but are not limited to: conference rooms, training room, board room, lobby, break/lunch room and exterior break/lunch area. Documentation to include plans, schedules and details for any special millwork items, written technical specifications for furniture items, duplicate record binders of fabrics, furniture cut-sheets and finishes.
- b. Office Standard Furniture: NMWD to contract with vendor to provide type and specifications for individual office furniture. N&T to assist with vendor for power and data infrastructure and

coordinated plans for room sizing and furniture layouts. N&T excludes a parts and pieces order which will be provided by the vendor, as is standard in the industry.

- c. Fixtures: This contract excludes procurement of incidental items, such as trash cans, file cabinets, pencil sharpeners, desk mounted lighting, etc.
- d. Equipment: This contract excludes procurement of computers, copiers, printers or other technology equipment. NWMD to provide specifications for any equipment requiring dedicated space, power and data. N&T to coordinate plans and infrastructure for this equipment.

**B. Construction Documents Specifications:**

N&T shall provide final coordinated technical specifications documenting all building systems and materials required for the construction of the Project.

**C. Construction Document Meetings: (Note Owner & Architect to assess in person or virtual meetings)**

N&T shall prepare and attend the following meetings at locations specified by North Marin Water District:

- a. Owner/ Staff 4 meetings
- b. Public Presentations 1 Board Meeting Presentation

Additional meetings, if required, will be considered Additional Services

**D. Construction Document Statement of Probable Construction Cost:**

Provide a Revised Statement of Probable Construction Cost when the Construction Documents are at seventy five (75%) completion. N&T shall meet with the North Marin Water District as necessary to reconcile any cost differences between the project budget and the Statement of Probable Construction Cost. Based on the final review comments by the North Marin Water District and its other consultants, N&T shall provide a Final Statement of Probable Construction Cost prior to the start of the Bidding Phase.

**E. Alternates:**

N&T shall propose and discuss with the North Marin Water District a list of possible bid alternatives. The Consultant shall describe their impact on the project and how these add alternates would maximize program content and overall Project value.

**F. Constructability Review – 75% Project Submittal:**

When the Construction Documents are complete, the North Marin Water District shall have the option to engage a third party to perform a constructability review and provide their comments to the North Marin Water District for N&T's review. The third party review shall be completed within 14 calendar days and include a written report to the North Marin Water District. N&T shall meet with the North Marin Water District and the third party to review the comments and N&T shall provide a response prior to the start of the Bidding Phase to all comments indicating what action, if any, was taken by N&T. Any review by the North Marin Water District or a third party does not relieve N&T of its design responsibility and the design is and remains the sole responsibility of N&T.

**G. Front End Bid Documents:**

- a. N&T shall review and provide comments regarding the North Marin Water District front end documents for Division 00 and General Conditions for proposed project. including, but not necessarily limited to:
  - (1) Invitation to Bid, Instructions to Bidders, Proposal Format, Contract Agreement, General Conditions, and Construction Administration Procedures. N&T is responsible to incorporate the North Marin Water District front end documents with N&T's Project Manual that includes the Contract Specifications as part of the Bid Set.
- b. N&T shall provide standard Division 01 specifications for all primary Construction Administration process requirements.

**H. Owner Comments:**

- a) N&T shall review and provide a written response to all comments generated by the North Marin Water District or other North Marin Water District Consultants, which are generated from the review of the 75% and 95% complete Construction Documents provided by N&T.
- b) North Marin Water District shall prepare and present all comments for this phase to N&T in a single response within the designated time period defined by the Project Schedule.
- c) N&T's response to out-of-sequence North Marin Water District comments shall be compensated as an additional service.

**I. Plan Check Process and Permitting:**

N&T shall coordinate with the City of Novato as required to develop documents meeting regulatory requirements for the State / County / City. N&T shall submit the construction documents to the City of Novato Building Department for a Building Permit, and shall make revisions to the plans as necessary in order for the City to issue required building permits.

**J. Deliverables Construction Documents – 95% Project Submittal:**

N&T shall provide four (4) physical sets and digital files of the Construction Documents and a statement of probable construction cost at ninety (90%) completion of the Construction Documents for review and Building Department Plan Check. Following Building Department Check, N&T shall provide four (4) sets of the Bid Set of the Construction Documents. to NMWD and an additional set to an outside printing agency for distribution by NMWD as needed for Permitting. N&T to provide separate bid package for temporary buildings as required for NMWD to obtain a bid from selected vendors.

**K. Deferred Design Build Portions of the Work:**

Portions of the Work will be described as design build, or deferred approval elements, of the design, including, but not limited to, the following:

Design build Systems:

- a. Fire Sprinklers
- b. Storefront/Curtain Wall systems

Deferred approval Packages:

- c. Photovoltaic systems and system attachments (Roof structure to be engineered as "PV ready")

**L. Owner Direction:**

N&T shall not proceed with the Bidding/Negotiation until it receives written direction from the North Marin Water District.

**IV. BIDDING / NEGOTIATION (100% Project Submittal)**

**A. Assistance with Bidding:**

N&T shall assist Owner in preparing an appropriate bid schedule and identifying, evaluating potential bidders, including rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form.

**B. Bidder Clarifications & Addenda:**

N&T shall prepare written answers to questions, interpretations, clarifications and issue bid addenda in a timely manner; and obtain Owner's written approval thereof.

**C. Pre-Bid Conference:**

N&T and its key sub-consultants (i.e., at least mechanical, plumbing, electrical, structural, landscape, and civil) shall attend the Pre-bid Conference and provide a technical overview of the design intent and answer questions from prospective bidders. The Pre-bid Conference will be held at the project site. N&T shall attend up to two (2) additional meetings as necessary during this phase.

**D. Deliverables – 100% Project Submittal:**

N&T shall provide one (1) sets and digital files of Conformed Construction Documents containing any and all changes issued by addenda during the bidding period. These documents shall be prepared and delivered two weeks after the bid date.

**E. Furniture Bidding:**

N&T shall assist NMWD in the procurement of furniture by assisting them in purchasing directly from vendors with pre negotiated government contracts without competitive bidding, or assisting them to competitively bid specific furniture pieces from multiple vendors who will be competing for the lowest vendor mark-up and installation costs. N&T shall also assist NMWD by providing list of recommended furniture vendors with address and telephone numbers. N&T shall attend and participate in all pre-bid meetings with vendors and bidders and shall review and analyze bids and make recommendations. During the bidding period N&T shall answer furniture bidders' questions.

**V. CONSTRUCTION ADMINISTRATION**

The scope of services provided by Architect shall be negotiated at time of construction bid with North Marin Water District. \*SEE BELOW FOR REFERENCE SERVICES\*

**VI. POSTCONSTRUCTION, RECORD DOCUMENTS AND CORRECTION OF DEFECTS**

The scope of services provided by Architect shall be negotiated at time of bid with North Marin Water District. \*SEE BELOW FOR REFERENCE SERVICES\*



## **VII. EXCLUSIONS**

The following items are excluded from the current Scope of Work:

### **1. Architectural:**

- a. Preparation of any Environmental or CEQA Reports
- b. Value Engineering Services may be provided as an additional service.
- c. Life cycle cost analysis (LCCA).

### **2. Civil:**

- a. SWPPP and NOI Documentation shall be the General Contractor's responsibility. Documentation per NMWD standards.
- b. Relocation of any utilities in Rush Creek Place. Locations and sizing of utility laterals to be included in base proposal.

### **3. Structural:**

- a. Structural design for secondary (utility) exit stairs/ladders.
- b. Enhanced structural seismic safety: Engineering for seismic safety beyond current building code requirements for facility type.

### **4. Electrical:**

- a. Photovoltaic (PV) system: Engineering and documentation required to size and specify photovoltaic arrays and system components. General Note: Electrical conduit infrastructure at roofs and structural improvements to support PV panels to be provided in contract per California energy code.

### **5. Acoustic:**

- a. Environmental noise survey may be provided as an additional service.

### **6. Telecommunications:**

- a. Excludes upgrades to telecommunications system (Fiber or other) and any infrastructure to Minimum Point of Entry (MPOE).

### **7. Interior Design:**

- a. Move coordination services
- b. Owner Purchasing Department to manage bid process and bid packages for furniture.
- c. Selection and specification of high-density storage systems (N&T will provide infrastructure and design to accommodate selected system by NMWD)

### **8. Public Art:**

- a. Public Art/Artist selection and coordination with artists and artwork in the building may be provided as an additional service.

## **I. A/E SERVICES DURING CONSTRUCTION**

The scope of services provided by Architects/Engineers are not included in the current estimate and shall be coordinated with construction management (CM) services as selected by NMWD and authorized as an additional service prior to the construction bid. Scope of services shown below are preliminary.

### **A. Site Observation:**

N&T shall perform periodic site visits to become generally familiar with the progress and quality of the Work and to determine and advise NMWD and CM in general if the project is proceeding in accordance with the Contract Documents prepared by N&T. This includes special site visits by N&T on a timely basis appropriate for approvals required of N&T as specified in the Construction Documents. However, N&T shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. See other meetings below for meeting allowance.

### **B. Construction Progress Meetings (Owner, N&T, Contactor, CM):**

In conjunction with the "Site Observation" visits, N&T shall attend periodic job construction progress meetings during the course of construction. N&T's structural, mechanical and electrical sub-consultants shall visit the site as appropriate when work related to their engineering discipline is in progress. The estimated length of the construction phase is \*24 (TBD)\* months, or approximately \*96 (TBD)\* weeks, see below for meeting allowance. If the construction schedule extends beyond this time frame, and additional construction progress meetings are needed, or if additional meetings are required/requested within the estimated time frame, they will be provided as an additional service.

1. Job Site / Observation Meeting Allowance: Total of 48 Meetings.
2. CM shall be responsible in preparing and maintaining meeting notes and to record discussion / decisions for construction progress meetings.

### **C. Construction Responsibility:**

N&T shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents. N&T shall be available to the Contractor as reasonably required to provide timely interpretations of the Drawings and Specifications to avoid critical project delay.

### **D. Requests for Information:**

N&T shall respond to Contractor generated Requests For Information (RFIs) in a timely manner to avoid critical project delay.

### **E. Access:**

N&T shall at all times have access to the work wherever it is in preparation or progress.

### **F. Quality of Work:**

N&T shall assist NMWD and CM in ascertaining that, to the best its knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, to review for conformance with the

Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion. CM to ascertain that the Contractor is entitled to payment in the amount certified upon delivery of the appropriate lien waivers.

**G. Rejection of Work:**

N&T may recommend that NMWD reject work of the Contractor, which does not conform to the Contract Documents. Whenever, in N&T's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, N&T may recommend special inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is then fabricated, installed or completed.

**H. Inspection and Tests:**

N&T shall review special inspection and test reports and make written recommendations to NMWD.

Special inspections shall include but are not limited to, concrete slump/strength testing, on-site/shop steel welding, epoxy anchor installation, expansion anchor installation, roof membrane weld testing, etc.

**I. Submittals and Shop Drawings:**

N&T shall receive submittals, including shop drawings, product data sheets and samples from the Contractor and shall review and take appropriate action, but only for conformance with the design concept of the Project and with the provisions and intent of the Contract Documents. N&T's review and approval shall not relieve the Contractor of its obligation to comply with the Contract Documents. N&T shall be entitled to additional services for the third and subsequent reviews of any submittal (typically back-charged to Contractor, at NMWD's option).

**J. Substitutions:**

N&T shall review substitution requests from the Contractor as an additional service (typically back-charged to Contractor, at NMWD's option).

**K. Change Order Entitlement and Cost Estimate Review:**

N&T shall review the scope of work and costs in Contractor proposed change orders and provide written recommendations to NMWD.

NMWD shall be responsible for negotiating the change with the Contractor and executing the change order. Extensive review over specific change requests will be considered an additional service. Extensive review may include but is not limited to, destructive testing, forensic analysis, critical path schedule reconstruction or analysis, etc.

**L. Certificates of Payment**

NMWD and CM shall review and approve Certificates of Payment submitted by the Contractor for payment by NMWD. N&T shall provide comment or review of percentage of work complete as requested by NMWD and CM.

**M. Furniture Contract Administration/Installation:**

N&T shall provide the following services: review delivery/installation schedules, answer bidders' and vendors' questions, review vendors' submittals and evaluate substitutions, prepare scope for change orders to be issued by NMWD, prepare final punch list on furniture items. N&T shall also be available to solve problems that might arise during the installation period and assist NMWD with close out of all furniture vendors purchase

orders.

**N. Project Close-Out**

When the Contractor indicates in writing that work or a portion thereof, has reached Substantial Completion, N&T shall visit the site and review and edit the punch list prepared by the Contractor. Once the Contractor indicates all items on the punch list have been completed, the Architect shall return to the site as needed to review and confirm the work has been completed to N&T's satisfaction. Additional site visits to review incomplete work shall be an extra service (typically back-charged to Contractor, at NMWD's option).

**O. Final Completion:**

After instruction from NMWD, N&T shall visit the Site to determine the Dates of Substantial Completion and Final Completion and shall issue appropriate certificates as set forth in the General Conditions.

**P. Warranties and Manuals:**

N&T shall review the operation and maintenance manuals on all systems to be provided by the Contractor for completeness.

**Q. "As-Built" and "Record Drawing" Documentation:**

1. During Construction: The Contractor shall maintain an up-to-date set of drawings reflecting construction conditions of the work by the Contractor and the subcontractors, including all changes to the documents. N&T shall review at least monthly for accuracy and completeness the as-built drawings and annotated specifications prepared by the Contractor showing the field changes to the drawings and appropriate specifications. N&T's review of the as-built drawings and annotated specifications shall be based upon N&T's observations at the site and its knowledge of the contract documents.
2. Post Construction: Upon completion of the work, the Contractor shall forward the as-built drawings and annotated specifications to N&T with its certificate as to their accuracy. N&T shall receive and review for accuracy and completeness the Contractor's submission of as-built drawings, and annotated specifications and operation and maintenance manuals. N&T shall receive and review for accuracy and completeness the Contractor's submission of as-built drawings, and annotated specifications and operation and maintenance manuals. N&T will then update the electronic documents accordingly and provide CAD as-built drawings and specifications, which will serve as the "Record Documents" for the project.

**R. Fundamental Commissioning:**

In accordance with the California state regulation, N&T shall conduct the commissioning of the mechanical, electrical, lighting and plumbing systems of the building, as specified by CalGreen.

**S. Mechanical, Electrical and Plumbing system Commissioning:**

- a. At the end of the commissioning, prepare a report and review the results with NMWD. The Commissioning Report shall include the following:
  - (1) Review and summary of design intent and Owner's project requirements
  - (2) Verification that design operation meets intent
  - (3) List of design modifications and compromises

- (4) Verification that construction is completed pursuant to project specifications
- (5) Record of proper installation of components
- (6) Functional performance test results
- (7) List of any outstanding commissioning issues or system deficiencies that remain to be corrected
- (8) Appendix documenting all complete functional tests
- b. Deliverables:
  - (1) Commissioning Plan
  - (2) Commissioning Specifications
  - (3) Issues Log
  - (4) Commissioning Report

**T. Basic Commissioning Assumptions:**

- a. Systems to be commissioned: HVAC and HVAC direct digital controls, lighting, and domestic hot water.
- b. All pre-functional tests will be performed by construction contractor
- c. After functional tests are performed a list of problems shall be provided to the General Contractor
- d. N&T will return only once to the site to verify fixes on outstanding items. Subsequent site visits, if required, will be billed as an additional service, typically back-charged to Contractor, at NMWD's option

**U. HVAC Trend Reviews:**

- a. Review up to three weeks of HVAC trend data immediately after functional testing to ensure control sequences are implemented and operating properly.
- b. Provide one formal punchlist to the control system sub-contractor including final signoff.

**V. Security and Audio Visual/Paging:**

- a. Review contractor prepared technology system testing forms.
- b. Conduct technology system acceptance testing for Security and Audio Visual/Paging, to confirm devices operate and respond properly and to verify correct programming of the system. Document items needing correction.
- c. Conduct one punchwalk per system (Security and Audio Visual/Paging) with contractor and prepare a summary of items needing correction to help catch and deficiencies prior to the completion of construction.
- d. Review one time per system the record drawings and O&M manuals.

**II. POST-CONSTRUCTION PHASE AND CORRECTION OF DEFECTS**

The scope of services provided by N&T in this phase shall be coordinated with NMWD's elected construction management services, and the scope of N&T's services for this phase shall be separately negotiated, including compensation.

**A. Eleven-Month Inspection:**

- 1. Between ten (10) and eleven (11) months following the issuance of a Certificate of Occupancy and prior to the expiration of any guarantees, Owner and its N&Ts shall visit the Project with Contractor and:
  - a. Review the work and identify observable defects and deficiencies.

- b. Evaluate the performance, durability and appearance of installed products, materials and systems as they relate to suitability for the use intended and to NMWD's construction budget.
  - c. Commissioning Authority (CxA) to review the operation of the building with operations and maintenance (O&M) staff and occupants within 10 months after substantial completion and provide a plan for resolving outstanding commissioning-related issues.
- 2. Zero Net Energy: Between twelve(12) and eighteen(18) months following the issuance of a Certificate of Occupancy, N&T and NMWD to review annual energy data use for the Project and provide a plan for resolving any issues with building performance.

### **III. EXCLUSIONS**

The following items are excluded from the current Scope of Work:

#### **1. Architectural:**

- a. Value Engineering Services may be provided as an additional service.
- b. Redesign after drawings have already been approved.
- c. Documentation for other third party certification, including, but not limited to the Living Building Challenge and Bay Friendly Rating Certification.

(End of Document)

## NMWD Headquarters

999 Rush Creek Place Novato CA

11/9/2020

		SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BIDDING AND NEGOTIATION	TOTALS
<b>Basic Service</b>	<b>Consultant</b>					
Architectural Services		\$129,205	\$160,400	\$219,730	\$17,190	\$526,525
Structural Engineering	Estructure Inc.	\$30,000	\$30,000	\$56,000	\$4,000	\$120,000
Mechanical Engineering	Gayner Engineers	\$28,000	\$52,000	\$75,000	\$8,500	\$163,500
Electrical Engineering	O'Mahony & Myer	\$10,500	\$60,000	\$96,500	\$4,500	\$171,500
Landscape Architect	Quaddrigga	\$5,540	\$6,345	\$12,740	\$1,220	\$25,845
Civil Engineering	CSW   ST2	\$12,400	\$21,300	\$26,300	\$2,000	\$62,000
Cost Estimating	Mack 5	\$7,400	\$11,650	\$18,150	\$0	\$37,200
<b>Subtotal Basic Services</b>		<b>\$223,045</b>	<b>\$341,695</b>	<b>\$504,420</b>	<b>\$37,410</b>	<b>\$1,106,570</b>
<b>Supplemental Services</b>	<b>Consultant</b>					
Furniture & Fixtures	Noll & Tam Architects	\$2,500	\$3,500	\$7,500	\$2,000	\$15,500
<b>Subtotal Supplemental Services</b>		<b>\$2,500</b>	<b>\$3,500</b>	<b>\$7,500</b>	<b>\$2,000</b>	<b>\$15,500</b>
Reimbursable Expense Allowance		\$2,000	\$2,500	\$4,500	\$1,000	\$10,000
<b>Total Proposed Fee</b>						<b>\$1,132,070</b>

See scope of work proposal for all exclusions and additional services

# NMWD Headquarters

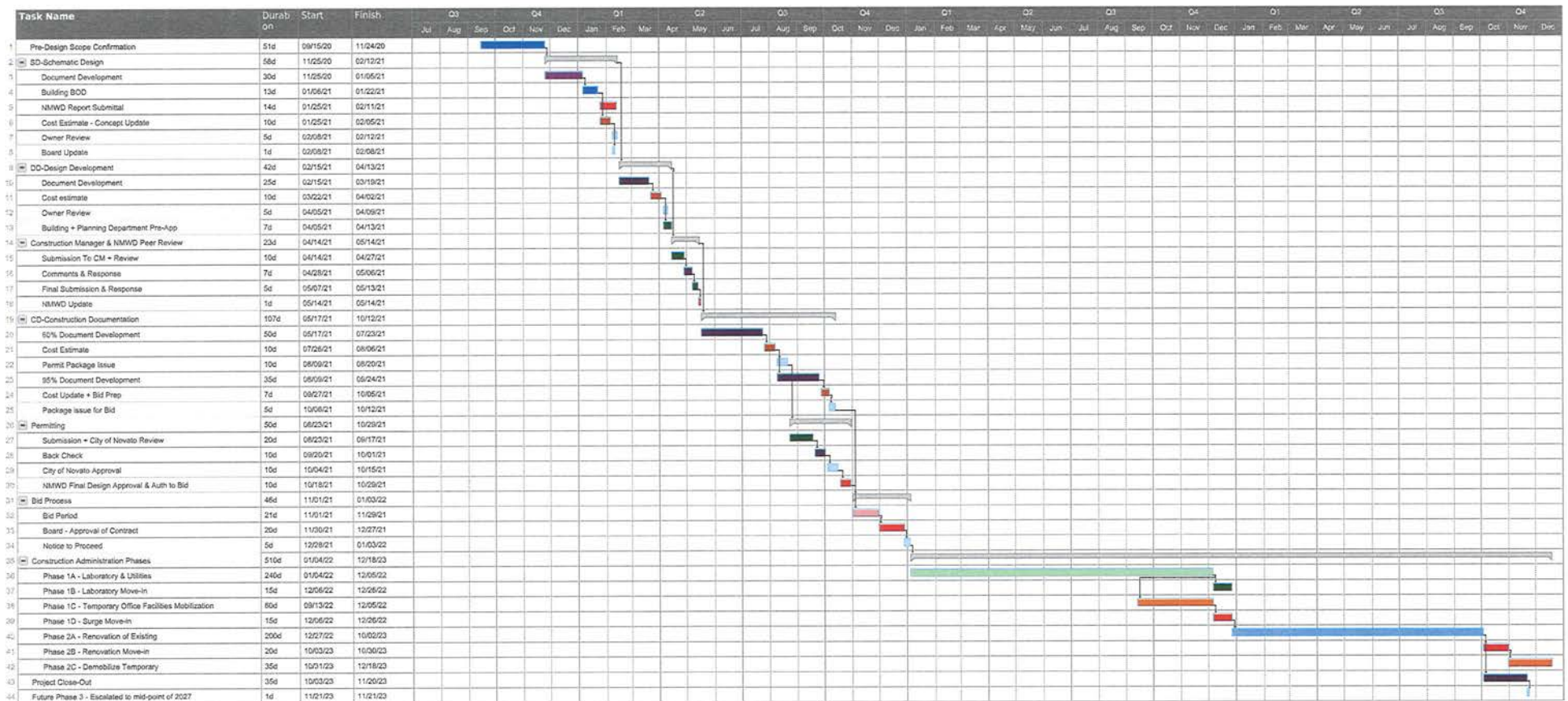
999 Rush Creek Place Novato CA  
11/9/2020

## Billing Rate Schedule and Estimated Hours

Billing Rate Schedule and Estimated Hours			Estimated Hours					Estimated Fee
			Schematic Design	Design Development	Construction Documents	Bid & Award		
		Hourly Rate	25%	30%	40%	5%		
Architectural Services	Noll & Tam Architects	Principal	\$235	93	111	148	19	\$87,185
		Project Manager	\$175	241	289	386	48	\$168,700
		Design Job Captain	\$165	162	194	259	32	\$106,920
		Designer	\$145	274	329	438	55	\$158,920
		Technical Staff	\$120	10	12	16	2	\$4,800
		Interiors, Furniture & Fixtures	\$165	23	28	38	5	\$15,500
		Sub-Total						\$542,025
Structural Engineering	Estructure Inc.	Principal Engineer	\$285	28	34	45	6	\$32,120
		Project Engineer	\$185	103	125	166	21	\$76,590
		Technical Staff	\$125	24	27	36	4	\$11,291
		Sub-Total					\$120,000	
Mechanical/Plumbing Engineering	Gayner Engineers	Principal Engineer	\$225	27	33	44	5	\$24,525
		Project Engineer	\$180	79	95	127	16	\$57,225
		Technical Staff	\$125	164	196	262	33	\$81,750
		Sub-Total					\$163,500	
Electrical Engineering	O'Mahony & Myer	Principal Engineer	\$210	21	25	34	4	\$17,822
		Project Electrical Engineer	\$140	80	95	127	6	\$43,167
		Project Lighting Engineer	\$125	160	192	257	2	\$76,439
		Technical Staff	\$105	85	102	136	2	\$34,072
		Sub-Total					\$171,500	
Landscape Architect	Quaddrigga	Principal Landscape Architect	\$175	4	4	6	1	\$2,585
		Landscape Project Director	\$130	12	15	20	2	\$6,461
		Senior Designer	\$115	25	30	40	5	\$11,630
		Designer	\$105	12	15	20	2	\$5,169
		Sub-Total					\$25,845	
Civil Engineering	CSW   ST2	Principal	\$225	7	8	11	1	\$6,200
		Senior Engineer	\$175	22	27	35	4	\$15,500
		Engineer	\$148	47	57	75	9	\$27,900
		Technical Staff	\$100	31	37	50	6	\$12,400
		Sub-Total					\$62,000	
Cost Estimating	Mack 5	Principal Estimator	\$225	8	10	13	2	\$7,440
		Project Manger	\$180	18	22	29	4	\$13,020
		Cost Engineers	\$150	28	33	45	6	\$16,740
		Sub-Total					\$37,200	



# NMWD - Project Schedule 2020-11-09



8

## MEMORANDUM

To: Board of Directors  
From: Drew McIntyre, General Manager   
Subject: Consulting Services Agreement - Wood Rodgers (WR)  
r:\non job no issues\consultants\wood rodgers\agmts\_bod memos\wood rodgers gsa bod memo 12-20.doc

November 13, 2020

**RECOMMENDED ACTION:** Authorize the General Manager to execute a General Consulting Services Agreement with Wood Rodgers

**FINANCIAL IMPACT:** \$30,000 (No budget augmentation needed at this time)

At the November 3, 2020 meeting I advised the Board that staff would be returning with a consulting services agreement for engineering/hydrogeologic services necessary for design of the new Gallagher Well No. 2. Based on outreach to other local water agencies, staff is proposing moving forward with a general consulting services agreement with Wood Rodgers (Sacramento and Oakland, CA). Wood Rodgers (WR) is a multidiscipline engineering firm with offices throughout California and Nevada. Staff from the Sacramento or Oakland offices would provide the bulk of services. Wood Rodgers has a proven track record providing consulting services to various Bay Area public agencies including the city of Novato and Marin County. They have also provided consulting services to Valley of the Moon Water District (VMWD), City of Vacaville and U.C. Davis for various municipal well projects. Upon entering into a task order basis agreement with WR, staff anticipates utilizing this firm initially for Gallagher Well No. 2 permitting services with the Marin County Environmental Health Services (EHS) as well as detailed production well design specifications. These initial tasks are estimated at ~\$9,000. The proposed agreement is attached.

RECOMMENDATION

That the Board authorize the General Manager to enter into a General Consulting Services Agreement with Wood Rodgers with a not-to-exceed limit of \$30,000.

## **AGREEMENT FOR CONSULTING SERVICES**

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and **Wood Rogers, Inc.**, hereinafter, "**Consultant**".

**WHEREAS**, Consultant is a duly qualified consulting firm, experienced in engineering and hydrogeological services.

**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 miscellaneous environmental consulting services.

**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 on a task by task basis.
- b. The fee for the work shall be on a time and expense (T & E) basis utilizing the fee schedule included in Attachment A of this agreement and shall not exceed \$30,000 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, 2021, 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:  
Wood Rodgers, Inc.  
3301 C Street, Bldg. 100-B  
Sacramento, CA 95816  
Attention: Jeffery Lodge

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

**WOOD RODGERS, INC.  
"CONSULTANT"**

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

\_\_\_\_\_  
Jeffrey A. Lodge, P.E.

**EXHIBIT "B"**



**SACRAMENTO & ROSEVILLE FEE SCHEDULE**  
**Effective January 1, 2021**

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$255
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$225
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$210
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$200
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$180
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$170
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$155
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$120
CAD Technician III	\$155
CAD Technician II	\$135
CAD Technician I	\$120
Project Coordinator	\$135
Administrative Assistant	\$100
1 Person Survey Crew	\$215
2 Person Survey Crew	\$315
3 Person Survey Crew	\$405
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

\*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 57.5 cents per mile.

Fee Schedule subject to change January 1, 2022.

9

## MEMORANDUM

To: Board of Directors

November 13, 2020

From: Drew McIntyre, General Manager



Subject: Renew Declaration of Local Emergency Related to COVID-19 Pandemic

t:\gmibod misc 2020\renew covid emergency declaration #15 11\_17\_20.doc

**RECOMMENDED ACTION:** Approve continuation of the local emergency resulting from the COVID-19 pandemic as declared in District Resolution No. 20-07

**FINANCIAL IMPACT:** ~\$94,247 to-date (total fiscal impacts are currently unknown)

On March 4, 2020, the Governor of the State of California declared a State of Emergency as a result of the coronavirus (COVID-19) pandemic. On March 13, 2020, the President of the United States declared a National Emergency as a result of the threat of COVID-19.

On March 16, 2020, the County of Marin by Order of the Health Officer issued a Shelter in Place Order limiting the travel of all county residents and ordering county businesses to cease all non-essential activities and to take further actions as described in said Order through April 7, 2020. The order limits activity, travel and business functions to most essential needs.

On March 16, 2020 the General Manager, as the District's Emergency Manager activated the District's Emergency Operations Plan.

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 ordering all individuals living in California to stay home at their place of residence, with certain exceptions for critical services and other qualifying exceptions. This shelter-in-place order has no specified termination date.

On March 31, 2020, the County of Marin by Order of the Health Officer issued an extended Shelter in Place Order through May 3, 2020 that is more restrictive than the original order. The new order continues to provide an exception for the operations and maintenance of "Essential Infrastructure," which includes, but is not limited to, water, wastewater, and recycled water service. Exemptions are also in place for Essential Government Functions, for certain "Minimum Basic Operations," for emergency management functions, for certain narrowly prescribed "Essential Business" functions, and for certain qualifying private construction, such as housing projects meeting low-income needs.

On April 29, 2020, Marin County and the other six Bay Area Public Health Officers issued a new order effective May 4, 2020 through May 31, 2020. Marin's public health order concerning use of face coverings does not have an end date and will remain in place until further notice. Under the

May 4th Shelter-In-Place order, construction activities, certain businesses that operate primarily outdoors, and some outdoor activities will be allowed to resume with specific conditions.

On May 15, 2020, Marin County issued a new order allowing a limited number of additional businesses and activities to resume operations subject to specified conditions. In particular, office spaces were allowed to resume operation on June 1, 2020 subject to strict compliance with specific Marin County requirements. This new order has no end date and is to remain in effect until rescinded or superseded.

On July 13, 2020 Governor Newsom issued a statewide order to dial back on recent loosening of restrictions due to a significant increase in the number of confirmed cases. As a result, various activities in Marin County were once again closed down, including: office space for non-essential operations, indoor malls, hair salons/barbershops and indoor seating at restaurants.

On September 15, 2020, Marin County successfully appealed to the California Department of Public Health (CDPH) to move into Tier 2 in the state's COVID-19 response framework. Moving from Tier 1, or "widespread" COVID-19 community risk (or purple) status, to the Tier 2 "substantial" (or red) status risk category allowing more businesses to reopen. Per state regulations, Tier 2 counties that maintain Tier 2 data for at least two consecutive weeks may reopen schools to classroom-based learning, with modification.

On October 27, 2020 Marin County was notified that California was moving the county from Tier 2 or "substantial risk" status to the Tier 3 or "moderate risk" level. Fewer daily cases, and a reduction in the proportion of positive tested. The primary changes allowed under the state order at Marin moves in Tier 3: (1) Allowed indoors at full capacity: retail establishments; indoor malls; libraries, office space (although continued telework is encouraged), (2) Allowed indoors at 50% capacity or 200 people (whichever is fewer); restaurants; museums; places of worship; movie theaters, (3) Allowed indoors at 25% capacity or 100 people (whichever is fewer): gyms and fitness centers (and can utilize indoor pools); family entertainment centers; wineries; card rooms and (4) Allowed outdoors only: bars and breweries.

On April 7<sup>th</sup>, the Board of Directors approved Resolution No. 20-07 proclaiming the existence of a local emergency, granting the General Manager to take actions necessary for emergency response due to the COVID-19 pandemic until the State of Emergency is terminated.

Since April 21, 2020, the Board of Directors has, at every regular meeting, approved continuation of the local emergency resulting from the COVID-19 pandemic as declared in District Resolution No. 20-07.

District emergency planning has been aggressively implemented since March 16, 2020.

Initially approximately 50% of the District's staff were physically separated as much as possible by rotating shifts and having some employees work from home, but all critical operations needed to maintain essential services continue. Relocation of additional staff back to the District buildings, and certain other projects and activities has occurred and the District is now operating with 86% of staff on-site or in the field full time. The balance of staff are teleworking from home with most coming into the office at least one day each week. Walk-in customer service is still suspended. A summary of key emergency actions taken and current estimated costs is provided in Attachment 1.

As the COVID-19 emergency continues in our service area, Staff is requesting the Board find that there still exists a need to continue the State of Emergency reflected by Resolution No. 20-07.

RECOMMENDED ACTION:

Approve continuation of the local emergency resulting from the COVID-19 pandemic as declared in District Resolution No. 20-07.

## Emergency Actions Summary

### Emergency Operations Team Actions

- Water treatment plants have been closed to all non-essential staff and the public; expanded social distancing and safety measures for essential plant staff.
- Public lobby in the District Administration building has been closed and customers have been provided with alternative methods for communicating with District staff.
- Developed guidelines for social distancing in the office and in the field; distributed guidance to all employees and posted social distancing protocol at facility entrances.
- Developed an initial rotational schedule for operations and maintenance staff to reduce staffing density on-site and minimize the number of employees on duty while completing essential work. (This approach reduced productivity, but improved the likelihood of healthy backup staff.)
- During initial response, shifted ~50 percent of employees to rotating schedule and/or rotating work currently ~15% of employees are on full or partial temporary telework assignments.
- Procured additional District cell phones for field staff to have better access to District communications and direct contact with supervisors.
- Disinfected District vehicles and reconfigured vehicle assignments to accommodate single occupancy to allow for social distancing, including re-deployment of vehicles scheduled for auction
- Suspended discretionary water service turn-offs for the duration of the emergency declaration.
- Continuing coordination with local agency, county and state contracts to share information and implement best practices.
- Participating in weekly multi agency coordination calls through Marin County Office of Emergency Services (OES).
- Updating public website, messaging and social media posts as necessary including messages on suspension of walk-in services and water safety and reliability.
- Spring 2020 Waterline newsletter, direct mailed to all customers, included COVID-19 messaging with information on water safety and reliability.
- Posted magnetic signage on vehicles to inform public to respect distancing around crews.
- Issued guidance on face coverings in compliance with Centers for Disease Control and Prevention and County recommendations; revised to address April 29 County order generally requiring members of the public and workers to wear face coverings.
- Developed and rolled out an employee self-assessment screening questionnaire for use by any District employee or vendor prior to entering a District workspace; self-assessment questions are reviewed and updated as needed.
- Continue to procure necessary face coverings and personal protective equipment, including disposable masks, face covering and N95 equivalent masks.
- Tracking customer delinquency and comparing to last year to assess potential revenue impacts.

- Developing a living “lessons learned” document.
- Installed hand disinfecting stations at District facilities.
- Expanded use of District’s on-call requirements to ensure construction crew staff maintain their work “bubbles” to ensure adequate back-up staff availability.
- Increased janitorial services to include disinfection of frequently touched areas (door handles, knobs, etc.).
- Modified work spaces to improve physical separation between staff.
- Developed a COVID-19 Preparedness and Response Plan and provided training.
- Implemented a daily self-assessment reporting program for all staff reporting to work.
- Modifying District office front lobby in preparation of re-opening walk-in services (Date to be determined.).
- Installed “No Touch” drinking fountains in both Administration Building and Construction Building.

#### **General Manager Authorizations**

- Extended vacation accrual maximums from July 1, 2020 to September 30, 2020.
- Extended FY 2019/20 vision insurance reimbursement eligibility from July 1 to August 31, 2020.



## COVID Cost Summary

### PROCUREMENT EXPENSES

Vendor Purchases	Procurement Type	Total Purchase Order Amount	Date
Durkin Signs & Graphics	Magnetic "Social Distance" Signs	\$1,077	4/14/2020
Winzer Corporation	Surgical Masks (2,000)	\$3,751	4/15/2020
Boucher Law	COVID Protection Plan	\$3,250	5/26/2020
JCA Construction	Misc. Office Social Distancing Modifications	\$12,427	6/30/2020
Winzer Corporation	Surgical Masks (2,000)	\$1,573	7/6/2020
Novato Glass	Plexiglass	\$3,969	6/9/2020
<b>Total Procurement Amount To-Date</b>		<b>\$26,047</b>	

### Internal Labor Expenses

Increased on-call labor costs: ~\$52,700, thru October 31, 2020

Families First Coronavirus Response Act (FFCRA)

Allows employees to take time off for COVID medical reasons and/or childcare.

~\$15,500 thru October 31, 2020.

### Water Bill Delinquency Impacts

	<u>10/2019</u>	<u>10/2020</u>
Customer Accounts Past Due (count)	1.7%	6.2%
Delinquent Balances Due on Account	3.8%	8.9%

10

## DRAFT MEMORANDUM

To: Board of Directors

November 13, 2020

From: Ryan Grisso, Water Conservation Coordinator *RG*Subject: **FY20-21 Quarterly Progress Report – Water Conservation (July-September)**

V:\Memos to Board\Quarterly Reports\Water Conservation FY 2020\_2021 QTR1 Summary Report.doc

**RECOMMENDED ACTION:** Information**FINANCIAL IMPACT:** NoneWater Conservation:

This memo provides an update on water conservation and public outreach activities implemented during the first quarter of Fiscal Year 2020/2021 (FY 21). Water Conservation participation numbers for the first quarter of the current and previous two fiscal years are summarized in Table 1 below.

**Table 1: Water Conservation Program Participation (July through September: FY 2019 - 2021)**

Program	FY 19	FY 20	FY 21
Water Smart Home Surveys (WSHS)	103	24	0
Water Smart Commercial Surveys	0	2	0
High Efficiency Toilet Rebates (Residential)	32	34	22
High Efficiency Toilet Rebates (Commercial)	3	1	1
Retrofit on Resale (Dwellings Certified)	52	58	63
High Efficiency Washing Machine Rebates	4	1	5
Cash for Grass Rebates	6	5	3
Water Smart Landscape Rebates	0	6	4
Weather Based Irrigation Controller Rebates	1	3	15
New Development Sign-offs (Residential)	1	7	2 (129 units)
New Development Sign-offs (Commercial)	6	5	4

Water conservation participation has continued with lower participation this fiscal year (consistent with other water utilities), although the drop in participation has appeared to level out in most programs since the post drought period. The COVID-19 period has also hindered participation in some of the conservation programs. The Water Smart Home Survey (WSHS) Program, which has remained fairly consistent even during the drought recovery period, has essentially been put on hold (for in person home visits) due to COVID-19, however, staff does continue to offer water use consultations by phone and site visits for brief leak or irrigation related issues if staff can remain outdoors and maintain a safe distance. The notable increases in participation are the Retrofit on Resale Program (demonstrating that the real estate market has not been affected by COVID-19 in Novato) and the Weather Based Irrigation Controller rebates, which jumped dramatically in the first quarter of FY 21. There was also a minor increase in the clothes

washer rebates, but still far below historical numbers. With increased social media and other communications actions slated for this fiscal year, hopefully the water conservation program participation can rebound.

#### Public Outreach and Conservation Marketing

In the first quarter of FY21, the District kicked off a year-long enhanced social media campaign with weekly planned posts in Facebook, Twitter and Instagram. These posts include everything from Board Meeting advertisements, to historically significant events, to conservation programs and many others planned over the next year. The District continues to monitor and review the new website and make changes and updates as needed to keep it fresh and easily navigable. Most notably the website news stories are being updated regularly and the rotating news flash on the front page is adjusted for the most pertinent news stories for the given time period. Staff is also using the WaterSmart AML dashboard and customer portal as a public outreach tool to help inform customers on water use patterns and leaks and has also used the group messenger function to deploy emails to customers. In the West Marin Service Area, a Summer Waterline newsletter was mailed in early September to remind customers of the water shortage emergency in effect.

#### Budget and Staffing

Table 2 summarizes the first quarter expenditures between the three fiscal years for (July-September). FY21 expenditures are consistent with FY20 and higher than FY19, although they continue to be below historical levels due to reduced program participation (mainly Cash for Grass).

**Table 2: Water Conservation and Outreach Expenditures (July through September: FY 2019 - 2021)**

	FY 19	FY 20	FY 21
Total FY Budget	\$380,000	\$390,000	\$390,000
July-September Expenditures	\$76,293	\$76,310	\$73,674

Water Conservation continues to be staffed by one full time Water Conservation Coordinator. The District also has a partnership with Sonoma County Water Agency through the Sonoma-Marín Saving Water Partnership to implement and staff some of the District Water Conservation Programs including the WSHS program (estimated at 250 hours per quarter), however SCWA staff has had very limited involvement with the District programs during the COVID-19 period.

11

## MEMORANDUM

To: Board of Directors  
From: Robert Clark, Operations / Maintenance Superintendent  
Subject: Stafford Lake Water Year 2020 Spill/Rainfall History  
X:\MAINT SUP\2021\BOD\STP Spill - Rain History1120.doc

November 13, 2020

**RECOMMENDED ACTION:** Information

**FINANCIAL IMPACT:** None

Over the past 20 years, Stafford Lake has reached full capacity and has spilled over in 14 of the 20 years presented. Stafford Lake did not reach full capacity in 2020 with a maximum elevation on April 6 at 191.3', 2018 with a maximum elevation on April 25 at 191.38', 2014 with a maximum elevation on April 25 at 188.8', 2012 with a maximum elevation on April 25 at 189.4', in 2009 with a maximum elevation on March 30 at 195.3' and again in 2001 with a maximum elevation on March 22<sup>nd</sup> at 192.5'.

To help illustrate the annual Stafford Lake capacity fluctuations, I have attached two charts. First is the Stafford Lake Spill History chart (Attachment 1) that includes two columns for rainfall data and a line for minimum pool storage with the date when the lake reached full capacity.

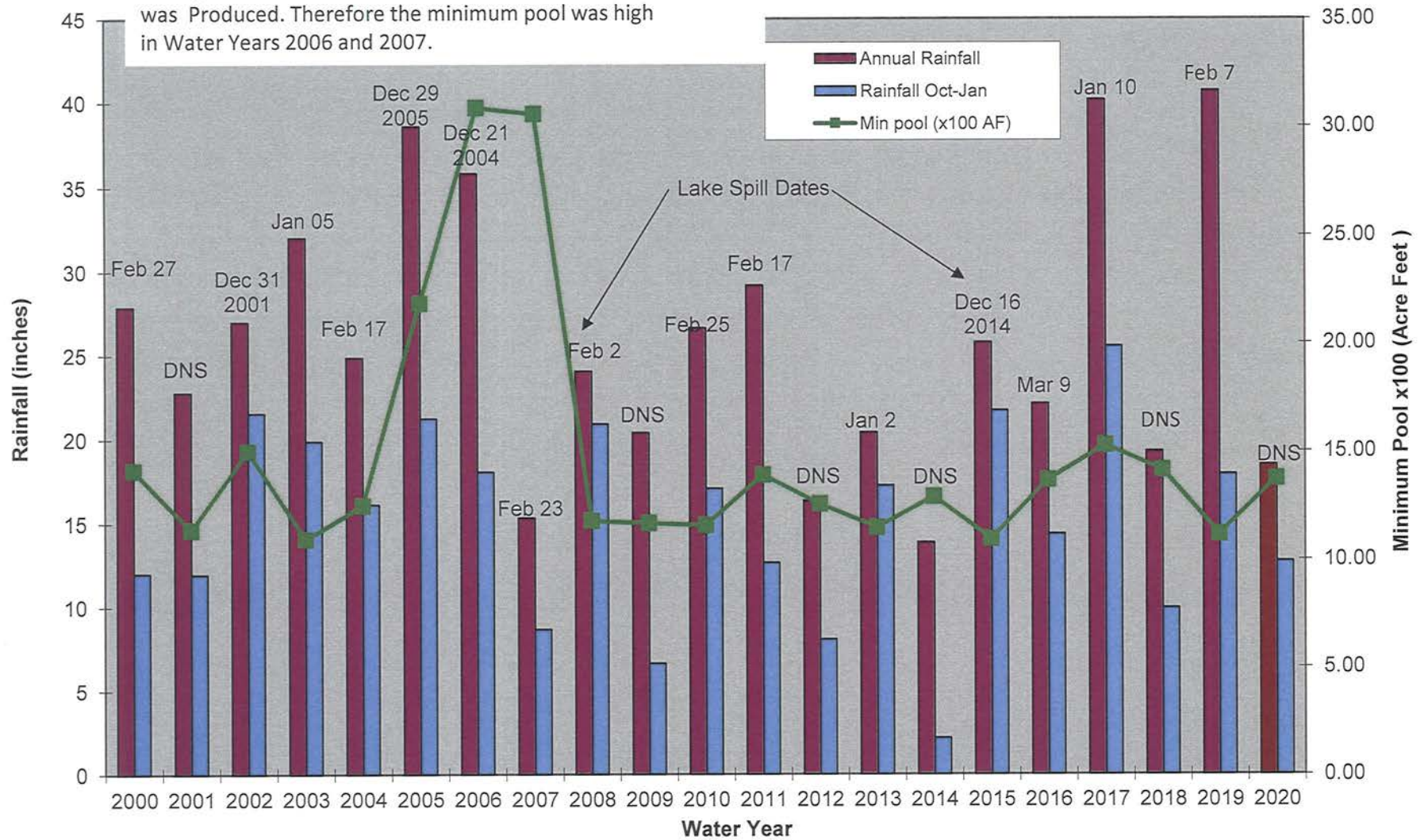
- The Annual Rainfall (indicated by the Red column) is based on a Water Year (from the beginning of October of the previous year indicated, through the end of September of the year indicated). This is measured in inches of rain along the left side of the chart.
- The Rainfall Oct – Jan (indicated by the Blue column) is a water year to date from the beginning of October of the previous year through the end of January of the year indicated. This is measured in inches of rain along the left side of the chart.
- The Minimum Pool (indicated by the green line) is the lowest level of Stafford Lake measured in the fall of the previous year. This is measured in acre-feet along the right side of the chart (the number must be multiplied by 100).
- The dates above the annual rainfall (red) column data indicate the day the lake reached full capacity and spilled during that water year or did not spill (DNS).

A chart of historical Water Year Rainfall data for the Novato area is provided in Attachment 2. This chart has the annual rainfall data in green, a 6-year rolling average shown in blue and a ten-year rolling average in red. There is also an all year average line at 27" of rain with a standard deviation of 9.7 inches which indicates a high variability in the annual rainfall data.

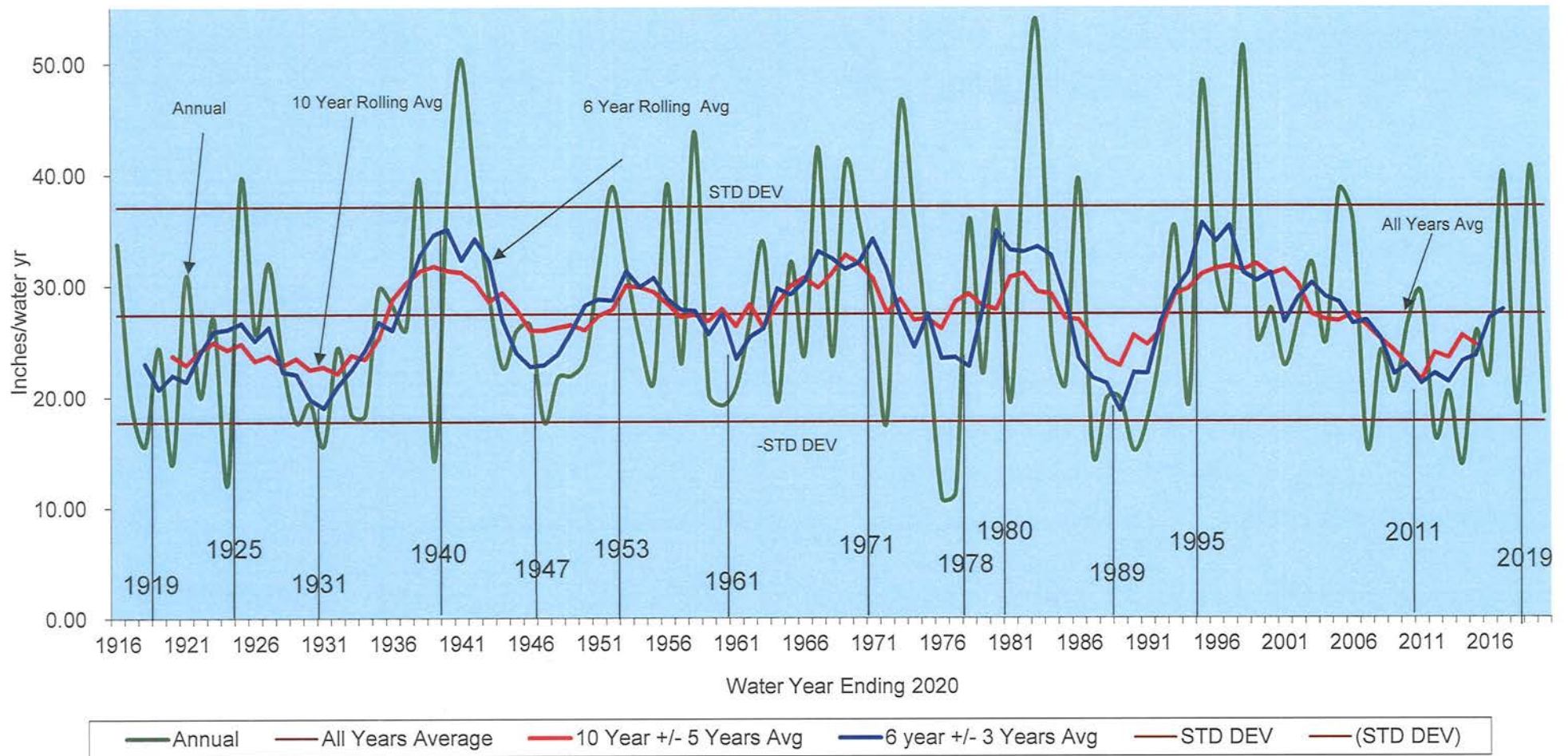


## Stafford Lake Spill History

During the 2005/06 Stafford Treatment Plant Rebuild no water was Produced. Therefore the minimum pool was high in Water Years 2006 and 2007.



# Water Year Rainfall Novato, Ca.






12

## MEMORANDUM

To: Board of Directors

November 13, 2020

From: Robert Clark - Operations / Maintenance Superintendent Subj: Point Reyes Treatment Plant Water Leak Review  
x:\maint sup\2021\bod\bod prtp water leak.doc**RECOMMENDED ACTION:** Information**FINANCIAL IMPACT:** \$3,500 to date

On September 23<sup>rd</sup> a low discharge pressure at the Gallagher well site alarm notified Operations Staff and an immediate inspection of the well was performed. Finding no issue at the well, staff proceeded to the Point Reyes Treatment Plant wherein a high-pressure water leak was found. Because of the potential electrical hazard, power to the Plant was shutdown and the leak contained. Additional staff was required to proceed with the clean up and repair of the affected equipment.

The root cause of the leak was determined to be a corroded ¾" threaded plug on the main filter pipe gallery. Further inspection identified an additional three plugs that were also replaced. As a result of the leak all equipment in the building was soaked with the water, staff was required to open, dewater and clean all electrical systems including the main PG&E service disconnect, main power panels, motor control center, programable logic controller (PLC) and various control components.

After all of the water was removed from the electrical equipment staff reenergized the power and began to restart the plant. Additional work was necessary to replace various control components that were damaged in order to restore normal operations. The various components included two PLC modules, two battery back-up modules, the telephone and the internet router.

To address additional reliability concerns staff has proposed a complete replacement of the PLC, upgrade site with a local control program, perform a corrosion inspection of the filter pipe gallery, complete recoating of the pipe gallery and regular inspections of the main power components to identify any motor control and electrical connection corrosion issues.

Costs associated with this incident include the initial response and repairs \$3,500, complete PLC replacement \$2,500, SCADA program modifications \$18,000, pipe gallery inspection \$2,000 and recoating of pipe gallery \$2,500. As part of our 2014 West Marin Water System Master Plan a complete replacement of the Treatment Plant is recommended before 2030 which is currently estimated at \$3.3M.

13

---

**North Bay Water Reuse Authority  
Board of Directors Meeting  
Conference Call Meeting  
Minutes  
October 26, 2020**

**1. Call to Order**

Chair Rabbitt called the meeting to order at 9:XX a.m. on Monday, October 26, 2020. Due to Shelter in Place Orders, this meeting was a Zoom only meeting. Meeting participants and the public participated via the following link: <https://us02web.zoom/j/86850813401>.

**2. Roll Call**

<b>PRESENT:</b>	David Rabbitt, Chair	Sonoma Water
	Mariam Aboudamous	City of American Canyon
	Jack Baker	North Marin Water District
	Carole Dillon-Knutson	Novato Sanitary District
	Jack Gibson	Marin Municipal Water District
	Susan Gorin	Sonoma Valley County Sanitation District
	Dennis Rodoni	Marin County
	Jill Techel	Napa Sanitation District

**ABSENT:** Las Gallinas Valley Sanitary District, Napa County

**OTHERS**

<b>PRESENT:</b>	Chuck Weir, Program Manager	Weir Technical Services
	Kevin Booker	Sonoma Water
	Anne Crealock	Sonoma Water
	Grant Davis	Sonoma Water
	Jim Grossi	North Marin Water District
	Rene Guillen	Brown & Caldwell
	Tim Healy	Napa Sanitation District
	Felix Hernandez	City of American Canyon
	Pam Jeane	Sonoma Water
	Sandeep Karkal	Novato Sanitary District
	Drew McIntyre	North Marin Water District
	Mark Millan	Data Instincts
	Jim O'Toole	ESA
	Larry Russell	Marin Municipal Water District
	Mike Savage	Data Instincts
	Paul Sellier	Marin Municipal Water District
	Brad Sherwood	Sonoma Water
	Jake Spaulding	Sonoma Water
	Dawn Taffler	Kennedy Jenks Consultants
	Chelsea Thompson	City of Petaluma
	Tony Williams	North Marin Water District

### **3. Public Comments**

There were no members of the public.

### **4. Introductions**

Introductions were not made.

### **5. Board Meeting Minutes of April 27, 2020.**

On a motion by Director Dillon-Knutson, seconded by Director Techel, the minutes of the April 27, 2020 meeting were unanimously approved by the Board by a roll call vote.

### **6. Report from the Chair**

Chair Rabbitt noted that there were no significant issues from the overnight winds and PSPS events. He also noted that the TAC Zoom meeting summaries were included in the packet and asked if there were any questions.

#### **6.a Summary of TAC Zoom meetings of May 28, July 2, and October 14, 2020**

The Board reviewed the summaries of the Zoom Meetings.

### **7. Consultant Progress Reports**

The Board reviewed the consultant progress reports for the period April - September 2020.

### **8. Financial Reports for Fiscal Years Ending June 30, 2020 and June 30, 2021.**

The Board reviewed the financial reports for the periods ending June 30, 2020 and June 30, 2021. Drew McIntyre asked about page 37 in the packet and noted that there was no data for approved budget for FY19/20. The Program Manager noted that there was a small budget approved for FY19/20 and that he would add the data and send a correct page with the draft minutes.

### **9. Phase 1: Status of Reconciliation and Closeout Activities**

Jake Spaulding gave an update on the reconciliation and close out activities for Phase 1. He reported that he would be submitting a performance report to the Bureau for the period ending September 30, 2020 and that there were some remaining funds that could be reallocated to other projects. He will provide a report on that at the February 22, 2021 meeting.

### **10. Status of Phase 2 EIR/EIS**

Jim O'Toole provided an update on the status of the Phase 2 EIR/EIS and noted that there are three potential projects that could be available for WIIN funding and that an addendum could be prepared to make them eligible for WIIN funding with no increase in the budget. Grant Davis asked that in the event SVCSD's 8<sup>th</sup> Avenue project was not eligible if there were related projects that could be included in the addendum and WIIN application. The Program Manager stated that the Board could approve the recommended action with that modification. Director Rodoni made a motion, seconded by Director Gorin to approve the following: 1) Resolve cost sharing issues to include Marin County's project; 2) Complete an Addendum to the Feasibility Study for additional Phase 2 projects, including options for SVCSD in case the 8<sup>th</sup> Avenue project is deemed not eligible; and 3) Submit a WIIN application for the appropriate Phase 2 projects.

**11. Discussion of Possible New Projects for NBWRA – Groundwater Sustainability, Drought Contingency Plans, and Water Supply Resiliency.**

The Board discussed the three potential new projects for NBWRA and offered their support for a detailed workshop for the Board and TAC at the February 21, 2020 Board meeting. It was noted that there may be several new Board members at that time due to the election and retirements. Mark Millan requested that as soon as new Board members are known that he and the Program Manager be notified.

**12. Items for the Next Agenda**

Chair Rabbitt listed the items for the next agenda that will hopefully be back at Novato City Hall. The items will include the regular reports, Phase 1 and Phase 2 Status Reports, Phase 2 EIR/EIS addendum and WIIN application status, and a discussion of potential new projects for NBWRA.

**13. Comments from the Chair, Board, and Member Agencies.**

Director Techel noted that this is her last meeting and that she appreciated the opportunity to serve on the NBWRA Board. Board members thanked Mayor Techel for her many years of public service and wished her well in her future activities.

**14. Adjournment**

Chair Rabbitt adjourned the meeting at 10:07 a.m. The next meeting will be Monday, February 22, 2021 at 9:30 a.m. at location to be announced. It could be at Novato City Hall or another Zoom meeting depending on Shelter in Place Orders.

Minutes approved by the Board \_\_\_\_\_.

Charles V. Weir  
Program Manager

**14**

# North Bay Watershed Association

## Board Meeting - Agenda

**November 06, 2020 | 9:30 – 11:30 a.m.**

IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20  
WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE BROWN ACT, THIS MEETING WILL  
BE HELD VIRTUALLY VIA REMOTE CONFERENCING SERVICE —  
NO PHYSICAL MEETING LOCATION

Zoom Meeting:

<https://us02web.zoom.us/j/84366796401?pwd=NG5KQkJPZzYvVlI0QWdhcVhybjUzUT09>

Meeting ID: 843 6679 6401

Password: 256795

Dial by your location 1 669 900 6833

Find your local number: <https://us02web.zoom.us/j/84366796401?pwd=NG5KQkJPZzYvVlI0QWdhcVhybjUzUT09>

Agenda and materials will be available the day of the meeting at:

[www.nbwatershed.org](http://www.nbwatershed.org)

Time	Agenda Item	Proposed Action
9:30	<b>Welcome and Call to Order – Roll Call and Introductions</b> <i>Jack Gibson, Chair</i>	N/A
9:35	<b>General Public Comments</b> This time is reserved for the public to address the Committee about matters NOT on the agenda and within the jurisdiction of the Committee.	N/A
9:40	<b>Agenda Review and Approve October 2, 2020 Minutes</b> <i>Jack Gibson, Chair</i>	Approve
9:45	<b>Treasure's Report</b> <i>Jack Gibson, Chair</i>	Accept
9:50	<b>Guest Presentation—San Francisco Bay Area Advanced Quantitative Precipitation Information System (AQPI) and Benefits to Rainfall-Based Flood Warning System in Marin County</b> <i>Jay Jasperse, Chief Engineer, Sonoma Water and Roger Leventhal, Senior Engineer, County of Marin</i>  Jay will provide an overview and progress update on Advanced Quantitative Precipitation Information System (AQPI), an advanced weather and water forecasting system for precipitation and coastal flooding in the San Francisco Bay Area.  Roger will present how AQPI will greatly improve a unique flash flood forecasting model developed for Marin.	Presentation



10:45	<b>Executive Director Report</b> <i>Andy Rodgers, Executive Director</i>  Andy will provide an update on active projects, communications, committees, activities, and developing initiatives since October 2 Board meeting.	Questions/input
10:55	<b>Board Information Exchange</b> <i>Members</i>  Members will highlight issues and share items of interest.	N/A
11:15	<b>Agenda Items for Future Meetings</b> <i>Andy Rodgers, ED</i>  Andy will outline ideas for next and future Board meeting topics and solicit feedback.	N/A
11:20	<b>Announcements/Adjourn</b> <b>Next Board Meeting: December 4, 2020</b>	N/A

15

**DISBURSEMENTS - DATED NOVEMBER 5, 2020**

Date Prepared 11/3/20

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
1	Alpha Analytical Labs	Lab Testing (W.M.)	1,840.00
2	Alphagraphics Marin	Postage for Novato Fall Waterline	3,287.70
3	American Water Works Assoc	Membership Renewal (McIntyre, Stompe, Clark, Ramudo, Williams & Pearlman) (Budget \$4,250) (1/21-12/21)	4,394.00
4	AT&T	Telephone (\$69), Fax (\$114), Leased Lines (\$141) & Data (\$311)	635.09
5	Automation Direct	Pressure Sensors for Black Point Regulators	342.86
6	Battle Born Media	Annual Novato Advance Subscription Renewal (McIntyre) (Budget \$50) (12/20-12/21)	59.00
7	Bay Area Air Quality Mgmt District	Annual Permit Renewal Fee (to Operate Fuel Pumps)	369.00
8	Bio-Acoustical	Hearing Tests (25 Employees)	745.00
9	Bramante, Dominic	Refund Overpayment on Open Account	2,487.50
10	Calpico	Grounding Clamps (100)	732.38
11	Diesel Direct West	Diesel (412 gal)	1,271.14
12	Dryco Construction	Refund Security Deposit on Hydrant Meter Less Final Bill	1,193.88
13	Environmental Express	Chlorite (Lab)	60.66
14	Environmental Science Assoc	Prog Pymt#1: NMWD Gallagher Well No. 2 Coastal Permit Research (\$3,741) (Balance Remaining on Contract \$1,259) & Prog Pymt#3: NMWD San Mateo Tank Permitting Assistance (\$1,103) (Balance Remaining on Contract \$35,650)	4,843.75
15	Fishman Supply	Ibuprofen (1,500)	156.24
16	Fisher Scientific	Pipette Tips (\$205) & Chlorite Standard (Lab)	289.45

Seq	Payable To	For	Amount
17		Vision Reimbursement	70.77
18	Grainger	Hard Hat (\$63), Rubber Boots (\$174), Hooded Coveralls (2) (STP) (\$98), Miscellaneous Maintenance Tools & Supplies (\$232)	567.38
19	Hach	Chemicals for STP	232.74
20	JW Mobile	Hydraulic Hose ('04 Backhoe)	69.67
21	Kaiser Foundation Health Plan	DMV/DOT Physicals (Gibbs, Reed & Watkins) & Preplacement Physical (Williams)	410.00
22	LGVSD	Recycled Water Deliveries (7/1/20-9/30/20)	29,349.19
23	Mutual of Omaha	November Group Life Insurance Premium	883.85
24	Office Depot	Toner	70.51
25	Pace Supply	Bolts (24) (\$121) & 8" Flange (\$385)	505.77
26	Pacific Coast Cutters	Slab Saw Asphalt & Concrete (Scown Lane)	375.00
27	RAE Products & Chemicals	Valve Marking for Valves & Hydrants	2,776.42
28	Ramudo, Pablo	Exp Reimb: Shipping Cost for Sending Samples From Gallagher Test Well to a Lab in Vermont	379.66
29	R & B	Meter Couplings (3) (\$110), Butterfly Valves (3) (\$4,476) & Fire Check Assemblies (4) (\$11,888)	16,474.16
30	Red Wing Shoe Store	Safety Boots (Simpson)	196.19
31	Staples Business Credit	Misc Office Supplies	1,262.69
32	SWRCB Accounting Office	Annual Review of RW Facilities (7/1/19-6/30/20)	37.00
33	Synectic Technologies	Quarterly Phone System Maintenance	446.70
34	Taylor, Patti	Refund Overpayment on Closed Account	106.61
35	USA BlueBook	Reagent Packets to Test Chlorine Residuals (18) (STP) (\$470) & Foam Hand Sanitizer for Dispensers (3) (\$213)	682.34
36	VWR International	Phosphoric Acid (Lab)	31.00

Seq	Payable To	For	Amount
37	Williams, Anthony	Exp Reimb: Health Insurance Reimbursement Cobra Payments (10/18-11/30)	1,229.08
		<b>TOTAL DISBURSEMENTS</b>	<b><u>\$78,864.38</u></b>

The foregoing payroll and accounts payable vouchers totaling \$78,864.38 are hereby approved and authorized for payment.

Julie Blue 11/03/2020  
Auditor-Controller Date

[Signature] 11/3/2020  
General Manager Date

## ***DISBURSEMENTS - DATED NOVEMBER 12, 2020***

Date Prepared 11/10/20

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:

<b>Seq</b>	<b>Payable To</b>	<b>For</b>	<b>Amount</b>
P/R*	Employees	Net Payroll PPE 10/31/20	\$155,883.69
90328*	Internal Revenue Service	Federal & FICA Taxes PPE 10/31/20	64,827.47
90329*	State of California	State Taxes & SDI PPE 10/31/20	14,418.48
90330*	CalPERS	Pension Contribution PPE 10/31/20	39,803.33
58306*	Employment Development	State Unemployment Claims (7/1/20-9/30/20)	4,727.78
1	Able Tire & Brake	Tires (6)(14F150-\$743 & Trailmax Trailer-\$524)	1,267.20
2	All Star Rents	Propane (5 gal)	21.65
3	AT&T	October Internet Connection	95.75
4	Bay Area Barricade Service	Spray Chalk (\$204), Marking Paint (\$199) & Striping Paint	461.51
5	Bearings & Hydraulics	Seal for Small Tools	13.88
6	Bergstrom, Kyle	Exp Reimb: Safety Boots	200.00
7	Bethge, Sonia M.	Novato Toilet Rebate Program	300.00
8	Buck's Saw Service	Fuel for Small Tools (\$152), Chainsaw Chain & Saw Blades (\$74)	274.28
9	Calpico	Cadwell Shots (40)	108.50
10	CDW-Government	Microsoft Windows Server 2019 (\$725) & Renewal of Trend Micro Antivirus (\$1,091)	1,815.80
11	Chandrasekera, Carmela	Retiree Exp Reimb (Nov Health Ins)	987.21
12	E. Navarina & R. Cheek	Refund Overpayment on Open Account	60.74
13	Cilia, Joseph	Retiree Exp Reimb (Nov Health Ins)	334.00
14	Curtis, Martha	Novato "Toilet Rebate" Program	200.00
15	DataTree	October Subscription to Parcel Data Info	100.00

Seq	Payable To	For	Amount
16	Dept of Motor Vehicles	Generator Registration Fees (7)	189.00
17	Diesel Direct West	Gasoline (1,276 gal)	3,668.64
18	Digital Prints & Imaging	Vellum (Lab)	130.36
19	Direct Line	November Telephone Answering Service	180.20
20	Drazina, Mary Ann	Novato "Toilet Rebate" Program	200.00
21	E & M	Wonderware 1 Year Support & Maintenance Agreement	235.00
22	Enterprise FM Trust	Monthly Leases for Chevy Colorado, F250's (2), Nissan Rouges (2), Nissan Frontier & F150's (4)	5,040.54
23	Environmental Resource Assoc	Chlorite & Prog Pymt#1: Annual Performance Testing Study (Balance Remaining on Contract \$2,631) (Lab)	1,920.37
24	ETS	Prog Pymt#1: (\$1,035) & Prog Pymt#2: Environmental Testing Services on Fill Material for Landsea Home Project (\$880) (Balance Remaining on Contract \$2,320)	1,915.00
25	Grainger	Hooded Coveralls (\$196), Windsocks (\$99), Centrifuge Liner (STP) (\$121), Potable Plumbing Supplies @ STP Ponds (\$328), Miscellaneous Maintenance Parts & Supplies @ STP (\$577) & Pressure Washer (\$284)	1,605.05
26	Harrington Plastics	Chemical Pump Replacement Motor (STP)	998.50
27	Jackson, David	Retiree Exp Reimb (Nov Health Ins)	987.21
28	Kane, Shawn	Exp Reimb: Breakfast for Lock Out Tag Out Training	101.20
29	Latanyszyn, Roman	Retiree Exp Reimb (Nov Health Ins)	334.00
30	Lemos, Kerry	Retiree Exp Reimb (Nov Health Ins)	987.21
31	Lincoln Life	Deferred Compensation PPE 10/31/20	8,970.61
32	Manzoni, Alicia	Retiree Exp Reimb (Nov Health Ins)	987.21

Seq	Payable To	For	Amount
33	Marin County Ford	Repair on Evaporation System ('15 Ford Escape) (\$577) & Service Parts ('19 F150-\$54 & '12 F250-\$57)	687.95
34	McLellan, WK	Misc Paving	26,718.22
35	Nationwide Retirement Solution	Deferred Compensation PPE 10/31/20	920.00
36	North Marin Auto Parts	Transmission Filter ('06 Int'l Crew Truck) & Wipers (4) ('19 Chevy Colorado)	90.17
37	Novato Sanitary District	July 2020 RW Operating Expense (\$37,235) & August 2020 RW Operating Expense (\$31,282)	68,516.99
38	Novato Chamber of Commerce	Membership Dues (11/20-10/21) (J. Blue)	920.00
39	Peterson Trucks	Service Parts ('06 Int'l Crew Truck) (\$384) & Speed Sensor ('06 Int'l Crew Truck)	402.33
40	PG&E	Energy Bill for District Apartment (\$14) & Power: Bldg/Yard (\$5,594), Other (\$170), Pumping (\$47,623), Rectifier/Controls (\$506) & Treatment (\$162)	54,069.38
41	Point Reyes Light	Legal Notice on 10/22: Salinity Intrusion into Pt. Reyes Well Supply	105.00
42	R & B	6" Fire Check Assembly	2,524.80
43	Recology Sonoma Marin	October Trash Removal	510.80
44	SCP Science	Cathode Lamp (Lab)	181.23
45	Soiland	Asphalt Recycling (7 tons)	65.40
46	South Bay Foundry	6" Valve Caps (33)	823.26
47	State Water Resources Control	Clean Water SRF Loan Principal & Interest-RW North Plum Storage (Pymt#9 of 20)	29,413.76
48	Syar Industries	Asphalt (4 tons)	662.49
49	USA BlueBook	Filter for Low Level Switch (STP)	152.92
50	US Bank	September Safekeeping Treasury Securities	128.25
51	Verizon Wireless	Cellular Charges: Data (\$1,076), Airtime (\$151), iPads for Asset Management (\$200) & Equipment Charges (\$235)	1,662.09



Seq	Payable To	For	Amount
52	Verizon Wireless	SCADA & AMI Collectors (\$650)	810.84
53	VWR International	Standard (Lab)	57.77
54	Yanover, Judith R.	Novato "Cash for Grass" Rebate Program	157.50
		<b>TOTAL DISBURSEMENTS</b>	<b><u>\$503,932.52</u></b>

The foregoing payroll and accounts payable vouchers totaling \$503,932.52 are hereby approved and authorized for payment.

  
Auditor-Controller

11/10/2020  
Date

  
General Manager

11/10/2020  
Date

**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). While there is no direct health concern from the salt for most people at this concentration, it does affect the taste. Customers that are on sodium restricted diets should consult their physicians to see if the additional sodium is a concern for them. The table below lists the most recent concentrations for sodium in the West Marin water supply:

Date	Sodium	Chloride	Units
9/29/20	228	711	mg/L
10/6/20	182	541	mg/L
10/13/20	24.8	29.4	mg/L
10/22/20	144	419	mg/L

\*milligrams per liter

November 5, 2020 POINT REYES LIGHT

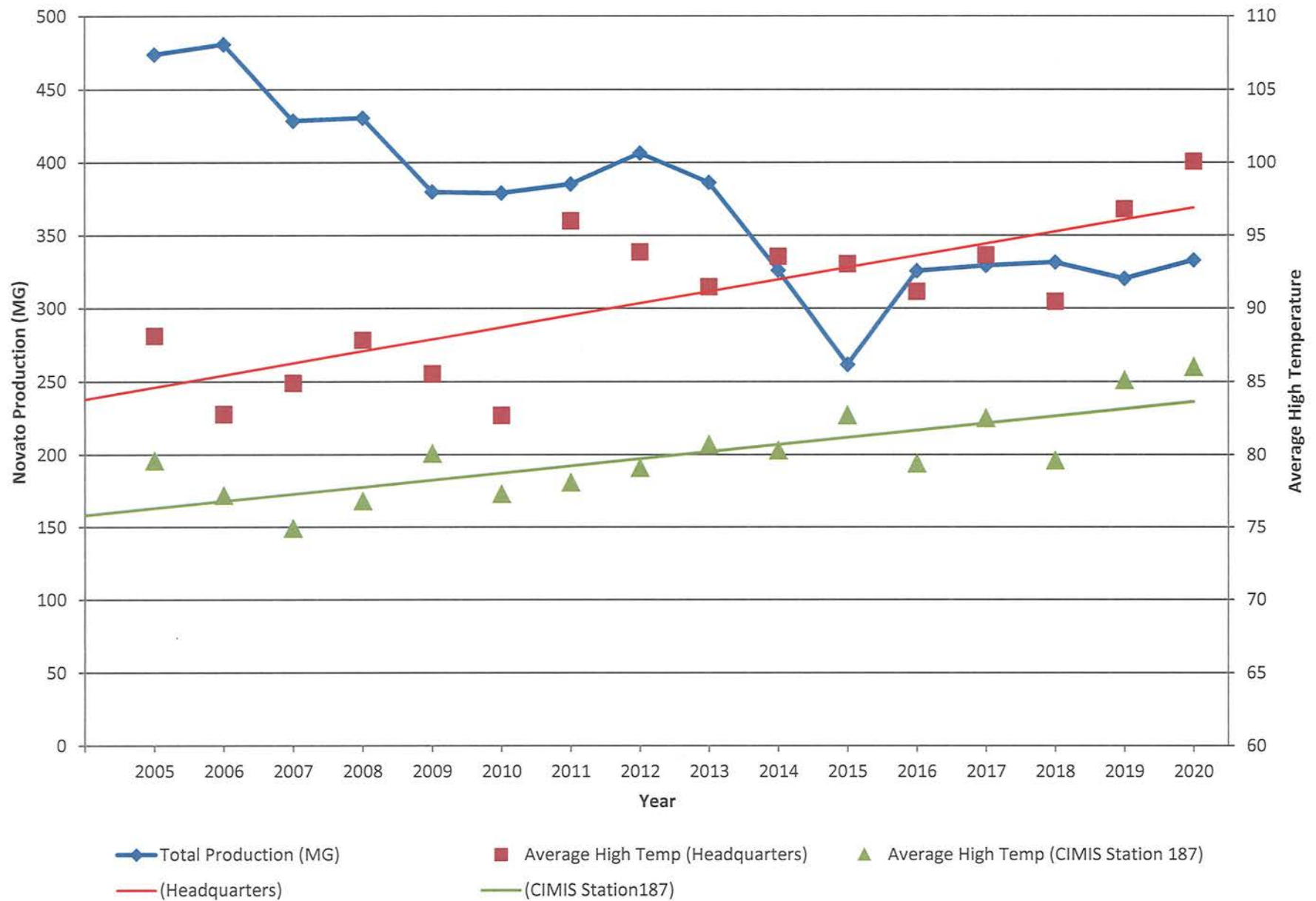
**Notice:**

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). While there is no direct health concern from the salt for most people at this concentration, it does affect the taste. Customers that are on sodium restricted diets should consult their physicians to see if the additional sodium is a concern for them. The table below lists the most recent concentrations for sodium in the West Marin water supply:

Date	Sodium	Chloride	Units
10/6/20	182	541	mg/L
10/13/20	24.8	29.4	mg/L
10/22/20	144	419	mg/L
10/27/20	165	467	mg/L

\*milligrams per liter

## Novato Production and August High Temperature



Saturday Soapbox

## Marin Independent Journal

### Water directors should represent ratepayers

The main reason for having elected representatives on public agency boards is financial oversight — ensuring our money is used prudently and in our best interest.

As president of the Marin Coalition of Sensible Taxpayers, I would like to say we believe Marin Municipal Water District directors violate that responsibility by awarding themselves unusually generous compensation for a very part-time elected job. A big chunk of this compensation comes in the form of tax-free, gold-plated health plans — the same plan these directors approve for the district's full-time employees. With the foxes guarding the henhouse, who's guarding ratepayers?

If the pickings are good, the foxes don't readily leave. Director Jack Gibson has "served" for over one-quarter century. Larry Russell is currently seeking his fifth four-year term. Both are well past Medicare age but prefer to have us pay for their rich MMWD health insurance.

Directors are also paid to attend evening board meetings, which is typical in Marin. What's unusual is that the full board attends (or phones in to) most of what are supposed to be committee meetings, held during the daytime. That's inconvenient for the public, runs up director compensation and violates the spirit of California's Brown Act sunshine law.

The board compensation report on MMWD's website shows Russell received \$42,260 in payments and perquisites for 2019; three other directors received \$33,740-\$37,924. Meanwhile, MMWD reported to the State Controller's Office that four of MMWD's five directors collected 2019 wages and benefits of \$54,380-\$65,655. Whichever numbers you look at, they're all too high to be consistent with local norms of fiscal responsibility and independent oversight.

MMWD must reform director compensation and embrace term limits. The foxes resist change. We need a new species of director.

COST endorses MMWD reform candidates Mark Lubamersky and Chris Hobbs who promise stronger fiscal oversight and won't accept district health insurance.

— *Mimi Willard, Kentfield*

# Plan for biotech campus adopted

NOVATO

City seeks science hub in Bel Marin Keys area

## **Marin Independent Journal**

**By Will Houston**

[whouston@marinij.com](mailto:whouston@marinij.com)

Novato plans to expand its footprint as a hub for the North Bay's biotechnology industry by creating a new life sciences campus.

The campus is proposed to be in the Novato Industrial Park located east of Highway 101 between the Hamilton area and Bel Marin Keys. Several biotech companies, including Ultragenyx Pharmaceutical Inc. and BioMarin Pharmaceutical Inc., are already in the area.

The new campus could be as large as 500,000 square feet, or about the same area as eight football fields combined, and would cause traffic issues nearby, according to city staff. The Planning Commission and the City Council are expected to review more detailed plans for the design and operations of the campus in the next four to six months.

"We will certainly do everything we can to expedite that knowing that our partners out in the biotech community have been waiting for this for a long time and that there are benefits for the city in terms of that type of development," Steve Marshall, city planning manager, told the council last week.

The biotech campus was just one of the many changes included in the city's General Plan 2035, which was approved by the council in a 4-1 vote last week after more than a decade of meetings, public input and revisions. Mayor Pro Tem Pat Eklund cast the dissenting vote because of concerns about the plan unrelated to the biotech campus. The plan, which provides a roadmap for future development over the next 15 years, had not had a major update since 1996.

The idea for the new life sciences campus came in 2017 at the request of Bio-Marin, which is one of the city's largest employers and has about 405,000 square feet of manufacturing, laboratory, office and warehouse buildings in the industrial park.

"We appreciate the city of Novato taking this important step to facilitate the continued presence of the vibrant biotech cluster in the Bel Marin Keys/ Hamilton area," said Debra Charlesworth, vice president of communications for BioMarin. "The changes to the general plan will allow BioMarin the opportunity to better coordinate our development and operations across the

multiple properties that we own and lease in Bel Marin Keys and further our long-term investment and commitment to the area.”

“We truly appreciate our partnership with the city and support the vision established in the new General Plan,” said Eric Knight, Ultragenyx’s global head of environmental health and safety.

No opposition to the campus was raised by the council or members of the public at the Oct. 27 meeting.

The campus could be built in the Hamilton and Ignacio sections of the Novato Industrial Park. About 60% of the campus could be used for office, laboratory and manufacturing facilities. Buildings would be limited to a height of 68 feet with an extra 8 feet allowed for rooftop equipment.

An environmental review of the project found it would lead to significant but unavoidable traffic impacts at intersections on Redwood Boulevard and San Marin Drive. These included the Highway 101 southbound ramps at San Marin Drive and Ignacio Boulevard-Enfrente Road. While there are ways to reduce these impacts, such as widening the turn pockets and ramps, Marshall said it would require the city secure Caltrans permits that are not guaranteed to be improved.

In addition to new development, the council also discussed the potential redevelopment of two major pieces of real estate: the 62-acre former Fireman’s Fund Insurance Co. campus on San Marin Drive, and the vacant Birkenstock warehouse on a 93-acre property along Redwood Boulevard near the county border.

City staff originally had proposed to change the Birkenstock property’s land use designation to move it away from light industrial uses to more office space. However, the property owner, Novato Redwood Properties Inc., objected to the idea “since there is concerns about the viability of the office market in Novato recognizing there are significant vacancies,” Marshall told the council.

In addition, the prospective buyers of the warehouse have mostly proposed using it for light industrial uses, but have been reluctant to commit to the property because of the potential that the council could change the land use designation to office space, Marshall said. The council decided to retain the light industrial use.

Ongoing talks of a potential redevelopment of the vacant Fireman’s Fund campus, which contains three four-story office buildings and an artificial pond, also were noted in the new General Plan, though no changes were made to its land use designation. The council voted to include a policy stating that it would consider any amending the general plan for redevelopment that could include a mix of office space, housing and retail should the property owner propose it. The property is owned by the Manhattan-based DW Partners.

Such redevelopment would require the council to change the site's zoning and amend the general plan, which it can only do four times per year for each of the plan's elements under state law, Marshall said.

Redeveloping the Fireman's Fund would likely be one of the more complicated projects, given the community interest and the level of detail that would be needed in reviewing the proposed changes, Marshall told the council.

"Timing really depends on the level of environmental review and the complexity of the project," he said.



The BioMarin plant off Bel Marin Keys Boulevard in Novato is part of an area the city wants to develop as a larger biotech hub.

SHERRY LAVARS — MARIN INDEPENDENT JOURNAL

---

[Copyright Terms and Terms of Use. Please review new arbitration language here.](#)  
[Powered by TECNAVIA](#)

---

---

Monday, 11/02/2020 Page .A01



# Pension system forecast declines

## THE COUNTY

Fund participants face possible payment hike

## Marin Independent Journal

By Richard Halstead

[rhalstead@marinij.com](mailto:rhalstead@marinij.com)

A dozen public entities and their employees in Marin County will have to contribute more to their pension fund under a plan before retirement board.

Graham Schmidt, a consulting actuary for the Marin County Employees Retirement Association, recommended that the board reduce the fund's assumed annual rate of return from 7% to 6.75%. The rate was last cut in 2017, from 7.25% to 7%.

If the fund earns a lower rate of return, then both employers and employees, who share the cost of paying for pensions, will have to pay more.

The board is scheduled to vote on the recommendation at its meeting in December.

The retirement association includes Marin County, the city of San Rafael, the Novato Fire Protection District, Marin County Superior Court, the Marin City Community Services District, the Southern Marin Fire Protection District, the Marin Local Agency Formation Commission, the Marin/Sonoma Mosquito and Vector Control District and the Tamalpais Community Services District.

Bret Uppendahl, the county's budget manager, said if the assumed rate of return is dropped to 6.75%, the county's pension costs will increase by \$3 million in fiscal 2021-22 and to \$6 million annually by fiscal 2023-24, when the change is fully phased in.

Nadine Hade, San Rafael's finance director, estimates the change would increase her city's pension costs by about \$350,000 in the first year of implementation and by \$535,000 annually by the third year.

Joe Valenti, the Novato fire district's finance director, estimates his district would face increased pension costs of \$200,000 in the first year and \$400,000 annually by the third year.

The rate of return is reevaluated by the association's board every three years based on a review of economic and demographic assumptions used to fund the plan. Schmidt's recommendation covered only the economic assumptions; on Dec. 9, the board will be briefed on the demographic assumptions.

Those assumptions will include such factors as the longevity of the fund's retirees and the rate at which employees are retiring.

"At this point," Hade said, "we do not know if the impact will be more or less."

Jeff Wickman, the retirement association administrator, said that in 2014, when the board cut the assumed rate of return from 7.5% to 7.25%, a demographic change — an increase in longevity among the fund's retirees — played a major role.

Pension hawks have long advocated for cutting the fund's assumed rate of return, which they say is overly optimistic.

"Three years ago, Citizens for Sustainable Pension Plans recommended a rate no higher than 6.75%, but the board adopted an earnings rate of 7%," Richard Tait, a spokesman for the Marin group, wrote in an email Tuesday.

"Even though the portfolio earned less than half of the 7% used this year, in its preliminary report the board's financial consultant recommended an investments earning rate of 6.75% be used," Tait added. "A rate of 6% would be more realistic and prudent going forward."

Wickman said the fund's rate of return has been 3.26% over the last year. Over the last five years, the fund has generated a 6.61% rate of return; over the last 10 years the rate of return has been 9.52%; and over the last 20 years it has been 5.82%.

As of June 30, 2019, the plan was 86.6% funded and had an unfunded liability of \$399.4 million. Marin County's portion of the unfunded liability is \$237.5 million.

Hade wrote, "San Rafael has been far more aggressive in paying down its pension liabilities than most cities who are paying them off over a much longer period of time and with less conservative assumptions."

One of the key assumptions underlying the assumed annual rate of return is price inflation. The Marin association's current "nominal" 7% rate of return assumes an annual inflation rate of 2.75%. But the actuaries recommended the board cut that assumption to 2.5%. Bill Hallmark, another actuary for the association, said that between 2010 and 2020 the U.S. consumer price index increased 1.7%, while the Bay Area consumer price index grew by 2.8%.

If the board follows that recommendation, the fund's "real" rate of return would remain unchanged at 4.25%, if the nominal rate were cut to 6.75%. The real rate of return is calculated by subtracting the assumed rate of inflation from the nominal return rate. The actuaries also presented an unrecommended alternative of cutting the nominal return rate to 6.50% and the inflation rate to 2.25%.

But board member Steve Block, a lawyer who is running for a seat on the Belvedere City Council in the election on Tuesday, said he would like to see the board consider cutting the nominal rate of return assumption to 6% and the inflation assumption to 2%.

“I feel like a low-end nominal choice of 6.5% is not a low-end choice,” Block said.

Schmidt responded, “To make a reduction of 75 basis points in the inflation assumption is a huge and dramatic change. I would argue a drastic reduction down to 6%, especially in the current environment, may not be good for the long-term health of the system.”

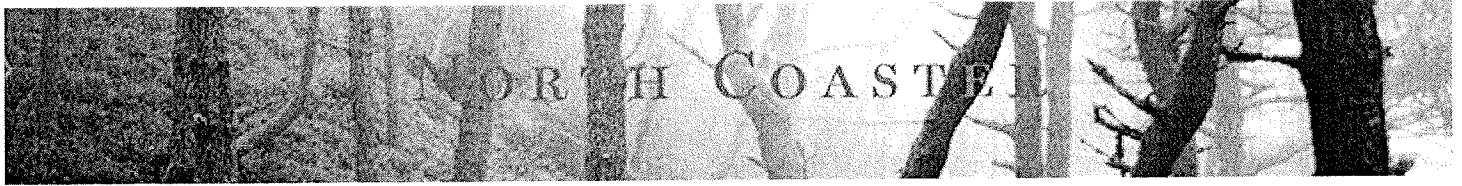
Ashley Dunning, the retirement association’s attorney, said, “From a legal perspective, the board needs to be acting on the recommendations of its actuary. To do a study using assumptions that your actuary has not recommended and that are not within the reasonable range that your actuary has recommended, may be going too far.”

---

[Copyright Terms and Terms of Use. Please review new arbitration language here.](#)  
[Powered by TECNAVIA](#)

---

Tuesday, 11/03/2020 Page .A01



---

# POINT REYES LIGHT

---

## Seashore superintendent takes permanent post as Yosemite head

By Braden Cartwright  
10/28/2020

The superintendent of the Point Reyes National Seashore, Cicely Muldoon, is moving on after 10 years in charge. Ms. Muldoon accepted a new position starting Nov. 8 at Yosemite National Park, where she's served as the acting superintendent since January. She led the seashore through high-profile issues and key projects, including the rehabilitation of the Point Reyes Lighthouse, the wilderness designation and restoration of Drakes Estero, the designation of multiple national historic districts and the recently released general management plan amendment. She served as acting deputy superintendent in Yosemite in 2016 and the acting superintendent of the Golden Gate National Recreation Area in 2017. "Her calm demeanor and steadfast focus on employee wellness, health, and safety were constant throughout her tenure... She will be missed," park spokeswoman Christine Beekman said. Ms. Muldoon's predecessor, Don Neubacher, also left the seashore to helm Yosemite. The regional office plans to fill her position at the seashore as soon as possible; Carey Feierabend, the deputy superintendent for the Golden Gate National Recreation Area, is currently serving as the acting superintendent.

## **What California can learn from Cape Town about water policy**

By Robert Hertzberg, 11/2/20

Two years ago, Cape Town, South Africa, a city of 4 million people, informed its shocked citizens that the city was just a few months away from running out of water due to drought. It was a wake-up call for all of us to become much better stewards of our own water. Luckily, for Cape Towners, innovative water conservation and efficiency measures, smarter data use, expanded water storage, and help from Mother Nature all combined to help them avoid a major water shutoff.

California of course continues to have its own foreboding water challenges. As Mark Twain allegedly said, in the West “whiskey is for drinking, water is for fighting over.” With the increasing effects of climate change, California’s water shortages will likely get much worse unless we take bold and ambitious actions now.

Not only is this purified water safe, it is also very cost-effective. Even without subsidies, which are available for these forward-thinking projects, the cost for the system to produce water is now even less than the cost of imported water that other facilities in the state pay.

This promising approach to water reuse is just one of the helpful tools available to us. The lessons of Cape Town also showed a host of other possibilities for us to continue doing now, or jump-start immediately.

These lessons include that unprecedented droughts can and likely will continue to occur in the future, and standard approaches to water conservation and water supply diversification are simply not enough.

Two years ago, Assemblywoman Laura Friedman and I jointly authored groundbreaking legislation designed to make conservation a California “Way of Life.” It was a critical first step toward making California’s water management more resilient to climate change. However, benefiting from the lessons of Cape Town and those in our own backyard, we need to be innovative on the water supply diversification front as well.

We need to consider:

- (1) Working collaboratively with agricultural users to determine new ways they can help their urban neighbors by even more effectively using and reusing ag waters.
- (2) Incentivizing more intense conservation efforts by all of us through effective advertising and public education campaigns.
- (3) Even further discouraging the overuse of nonessential uses like lawns and other intensive landscapes.
- (4) Encouraging our local water agencies to work cooperatively to develop new regional water solutions such as storm water capture and reuse.

(5) And most importantly, tasking our water policy leaders, just like the city of Cape Town did, with developing an ambitious new game plan scaled to the enormity of the challenge that better uses and reuses our dwindling water resources.

To spur these efforts, I have been working in the Legislature to require our treatment facilities to develop just such an ambitious new water-efficiency blueprint — one that will lead to dramatic reductions in ocean dumping, closing in on 100% water savings within 20 years. So far, the wastewater facilities have claimed that many of the state's aging facilities will need to implement new large-scale water reuse projects that will be too costly. Yet despite them having many other options in their water reuse tool kits to avoid dumping, they have been able to stall this legislative effort. I will nevertheless redouble my efforts for bold action.

And this call for action is not only coming from policymakers like me. It is also being echoed by our courts as well. Recently, the Los Angeles Superior Court prudently ordered the State Water Resources Control Board to engage in this same critically important work to harness our precious resource rather than continue to dump it into the ocean.

Water policy is the ultimate test of "balancing interests" among farmers and urban consumers, and Northern and Southern California. The solutions would appear to be a mix of conservation, new technology and new water sources. Getting enough water for a growing California will require a maximum of skill, wisdom and cooperation. It will almost certainly also require a lot of time and patience.

Fortunately, as costly as the changes may be, they can appropriately be paid over a long horizon when the cost of borrowing is at historic lows.

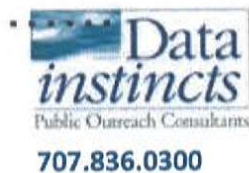
And these bold new recycling infrastructure efforts would also be huge economic drivers to aid our currently ailing state economy. Either way, we owe it to all Californians to do all we can in this challenging moment to ensure that the world's fifth largest economy has a secure and sustainable water future for many years to come.

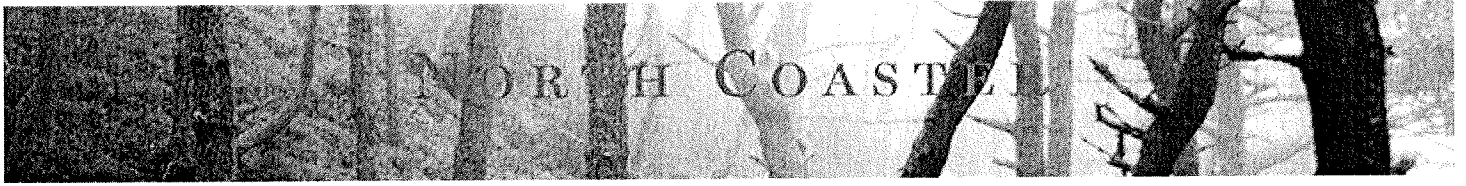
*Robert Hertzberg, D-Van Nuys, is the majority leader of the California Senate.*

Link: <https://www.sfchronicle.com/opinion/openforum/article/What-California-can-learn-from-Cape-Town-about-15692916.php>

----

## News Update





---

# POINT REYES LIGHT

---

## NOAA says drought will likely continue in winter

By Anna Guth  
11/05/2020

The winter may not bring needed rains. With the La Niña climate pattern in play, drought is expected to continue and intensify in California through February, according to a winter outlook from the National Oceanic and Atmospheric Administration. The seasonal projection, which combined satellite observations and computer forecast modeling, predicts that over the next several months, there will be warmer, drier conditions in the southern U.S. and cooler, wetter conditions in the northern part of the country. Currently, 45 percent of the nation is experiencing a drought. Warmer- and drier-than-normal conditions were determined to be most likely in the southern two thirds of California; north of the Bay Area, there are equal chances of it being a wetter or drier year, though temperatures will likely continue to be warm. La Niña events typically occur every three to five years, and generally have the opposite effect of an El Niño event. Affecting weather across the globe, La Niña episodes represent periods of below-average surface temperatures in the Pacific Ocean near the equator. The map shows the greater Bay Area falling prey to continued dry and warm conditions, though the customer services manager for the Inverness Public Utility District, Wade Holland, noted that La Niña years have historically been unpredictable for West Marin, occasionally leading to wet years. After moving to stage two of its four-stage water-shortage emergency declaration at the end of September, Inverness has seen some welcome reduction in water use from customers. Mr. Holland said the tanks in the system—which turn over the water pulled from streams and creeks every three days—are now refilling slightly every day, instead of doing the opposite before the district tightened use restrictions. Mr. Holland says the district did not have current plans to move into the third stage of conservation, which would prohibit all outdoor watering, though the district did contact the top 10 percent of users last week to ask for reductions. The Bolinas Community Public Utility District has also been hit hard by the drought. After clamping down on water use mid-summer, BCPUD in late September asked all customers to bring their usage to a standard 150 gallons per day per connection to stave off the possibility of rationing. The district has been supplementing with emergency supplies from its two modest reservoirs since May, though it's not typical to start doing so until late summer. General manager Jennifer Blackman reported that by mid-October, customers' usage was averaging 148 gallons per day, compared to the 168 gallons per day averaged in September. BCPUD continues to work with the users who are above that number. Last week, the BCPUD board also authorized the emergency removal of an invasive plant that has spread over one of the reservoirs, Woodrat I, causing discoloration and a change in taste and odor and leading the district to flush some of its precious reserves. Meanwhile, North Marin Water District is struggling with chronic salinity intrusion partly resulting from the drought. General manager Drew McIntyre said customers have met voluntary use reductions.



## **Unpaid bills for water soaring in Marin**

**MMWD**

\$1.8M owed as virus causes financial woes

## **Marin Independent Journal**

**By Will Houston**

[whouston@marinij.com](mailto:whouston@marinij.com)

Ratepayers owe the Marin Municipal Water District more than \$1.8 million as unpaid bills continue to pile up during the pandemic.

Nearly 6,400 of the utility's customers, or about 10%, were delinquent on their bills for more than 60 days as of October. At the same time last year, about 3,500 delinquent customers owed the district \$497,000 in water bills.

"We are definitely seeing the effects of COVID on our delinquencies," Charles McBride, the district's finance director and treasurer, told the board of directors on Thursday.

The board of directors met Thursday morning to discuss ways to collect the past-due bills once the pandemic is brought under control and the

economy reopens. One option being considered is automatically enrolling all customers who owe \$60 or more into a 24-month repayment plan. District policy currently only allows for a 12-month repayment plan. Ratepayers would be able to opt out of the plan, McBride said.

The district has not been shutting off water service to customers with delinquent accounts since March 13. An order by Gov. Gavin Newsom on April 2 suspended water shutoffs statewide for an undetermined period.

Several factors will likely influence when MMWD returns to business-as-usual billing, including the status of the statewide shelter-in-place order, the county's own shelter order, the county's business reopening tier and the overall state of the economy, McBride said.

"I think it's going to be a scan of the local environment that tells us when we can start thinking about resuming our normal billing procedures," McBride said, adding that the board would ultimately make the decision.

One potential timeline after normal billing resumes would be to begin issuing past due notices and charging late fees two months after reopening, but not imposing shutoffs. Water shutoffs could begin after four or more months, though it depends on whether the state prohibition is still in effect, McBride said.



The district plans to conduct a survey of 2,750 customers — of which 133 are business accounts — who are delinquent on bills for 90 days or more about potential repayment options.

“For some people, they’re still going to be in a very challenging situation, others perhaps less so,” said board director Cynthia Koehler. “We do want to be in a situation where we’re operating with sensitivity and as clear a sense of the situation and information as we can possibly get.”

Board director Jack Gibson called for flexibility in the repayment plans depending on customers’ financial situations.

Earlier this year, MMWD delayed a 4% water rate and fee increase that was set to take effect in July until January. On Nov. 17, the board will consider delaying the rate hike to April in light of the continuing crisis. The district staff estimated that delaying the rate increase to January would mean \$2 million less revenue for the 2020-21 fiscal year. This could force the district to limit hiring, prioritizing certain projects and delay the replacement of aging vehicles and equipment, staff said.

---

[Copyright Terms and Terms of Use. Please review new arbitration language here.](#)  
[Powered by TECNAVIA](#)

---

Friday, 11/13/2020 Page .A01



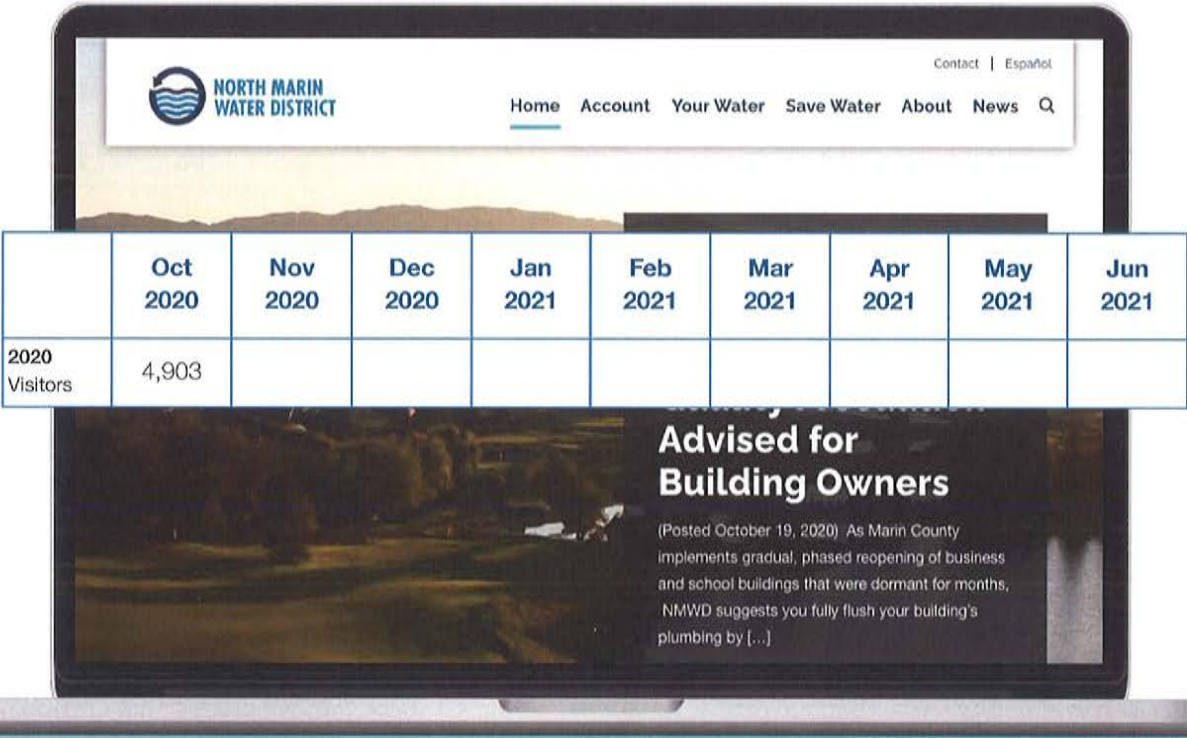
**NORTH MARIN  
WATER DISTRICT**

---




## **Web & Social Media Report**

October 2020

# Website Statistics



## Social Media Followers

	Oct-2020	Nov-2020	Dec-2020	Jan-2021	Feb-2021	Mar-2021	Apr-2021	May-2021	Jun-2021
 Facebook Likes	1,185								
 Twitter Followers	14								
 Instagram Followers	402								



## October News Stories

### Reopening of Businesses and Schools: Water Quality Precaution Advised for Building Owners

(Posted October 19, 2020) As Marin County implements gradual, phased reopening of business and school buildings that were dormant for months, NMWD suggests you fully flush your building's plumbing by [...]

[This news post](#) received **2 page views**. The average length of time spent on the page was **49 seconds**.

### Novato and Recycled Water Rate and Structure Changes Effective October 1, 2020 and Partial Bill Information

(Posted October 20, 2020) Rate and structure changes for Novato and Recycled Water went into effect on October 1, 2020. Due to these changes a partial bill was sent out [...]

[This news post](#) received **26 page views**. The average length of time spent on the page was **1 minutes and 41 seconds**.







## October Social Media Highlights | Facebook



North Marin Water District

Published by Claire Knoles (7) · 5 October · 🌐

On #ChildHealthDay, we recognize how important clean, safe drinking water is for keeping children healthy. Our Water Quality group performs thousands of tests each year to ensure our community has access to clean, safe water every day.



103 people reached | 12 engagements



North Marin Water District

Published by Savannah Olier (7) · 8 October · 🌐

Happy #WaterProfessionalsAppreciationWeek! Our dedicated team of essential workers faced unprecedented challenges this year, yet rose to the occasion as they have always done and continue to do, ensuring safe, plentiful, and reliable water 24/7. Thank you North Marin Water District employees!



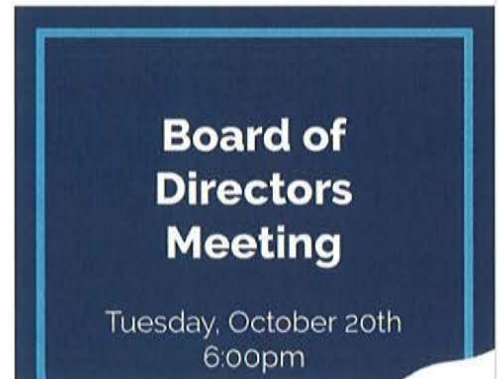
111 people reached | 14 engagements



North Marin Water District

Published by Claire Knoles (7) · 21 October · 🌐

Customers are encouraged and welcome to attend the North Marin Water District's virtual board meeting this evening. Find out more at [nmwd.com/meetings](https://nmwd.com/meetings)



75 people reached | 6 engagements

Engagements include likes, reactions, clicks and comments





## October Social Media Highlights | Twitter



**North Marin Water District** @NorthMarinWater · 5 Oct

...

On [#NationalChildHealthDay](#), we recognize how important clean, safe drinking water is for keeping children healthy. Our Water Quality group performs thousands of tests each year to ensure our community has access to clean, safe water every day. [#water](#) [#drinkingwater](#) [#healthykids](#)



3 likes | 1 retweet



**North Marin Water District** @NorthMarinWater · 8 Oct

...

Our dedicated team of water professionals are [#EssentialWorkers](#) that make a difference every day - Thank you!  
[#WaterProfessionalsAppreciationWeek](#) [#WeAreCAWater](#) [#CAWaterWeek](#)



1 likes | 1 retweet

Engagements include likes, reactions and comments





## October Social Media Highlights | Twitter



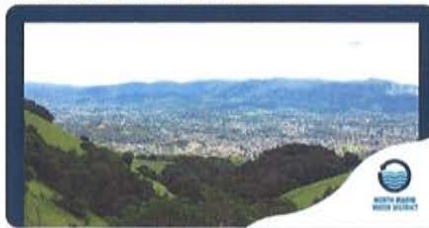
**North Marin Water District** @NorthMarinWater · Oct 21  
Customers are encouraged and welcome to the attend the North Marin Water District's virtual board meeting this evening. Find out more at [nmwd.com/meetings](https://nmwd.com/meetings)



No engagements



**North Marin Water District** @NorthMarinWater · Oct 22  
Did you know that between 1961 and 1970, North Marin Water District's consumers nearly doubled, increasing from 4,709 to 9,779? Today, we serve over 61,000 customers. [#water](#) [#drinkingwater](#)



No engagements



**North Marin Water District** @NorthMarinWater · Oct 31  
Customers are welcome and encouraged to attend North Marin Water District's virtual board meeting next Tuesday. Find out more at [NMWD.com/meetings](https://NMWD.com/meetings)



No engagements

*Engagements include likes, reactions and comments*







## October Social Media Highlights | Instagram



12 likes



16 likes





## October Social Media Highlights | Instagram



8 likes




2 likes





## October Social Media Highlights | Instagram



 northmarinwaterdistrict • [Follow](#) ...

 northmarinwaterdistrict Did you know that between 1961 and 1970, North Marin Water District's consumers nearly doubled, increasing from 4,709 to 9,779? Today, we serve over 61,000 customers. #water #drinkingwater

2w

7 likes

OCTOBER 22

Add a comment... [Post](#)

7 likes



## **What's Next?**

- Recycled Water news story and social posts (November 6)
- World Science Day For Peace and Development (November 10)
- Board of Directors Meeting Reminder (November 13)
- LIRA program reminder (November 12)
- Geography Awareness Week (November 16)
- World Toilet Day (November 19)

[Proposed social posts can be found here](#)

16