



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

Tuesday, July 02, 2024 at 6:30 PM

AGENDA

LOCATIONS:

Open Session to start at or after 6:30 p.m.

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

Outside location for Director Jed Smith - 105 Herring Pond Road, Plymouth, MA 02360

Outside location for Director Monty Schmitt - 13 Derby Way, Essex, NY 12936

Public Participation:

The public may attend this meeting in-person or remotely using one of the following methods:

On a computer or smart device, go to: <https://marinwater.zoom.us/j/88134852296>

By phone, dial: **1-669-444-9171** and use Webinar ID: **881 3485 2296**

HOW TO PROVIDE PUBLIC COMMENT:

During the Meeting: Typically, you will have 3 minutes to make your public comment, however, the board president may shorten the amount of time for public comment due to a large number of attendees. Furthermore, pursuant to Government Code, section 54954.2 (the Brown Act), the Board may not take action or discuss any item that does not appear on the agenda.

-- **In-Person Attendee:** Fill out a speaker card and provide to the board secretary. List the number/letter (ex: 6a) of the agenda item(s), for which you would like to provide a comment. Once you're called, proceed to the lectern to make your comment.

-- **Remote Attendee:** Use the "raise hand" button on the bottom of the Zoom screen. If you are joining by phone and would like to comment, press *9. The board secretary will use the last four digits of your phone number to call on you (dial *6 to mute/unmute).

In Advance of the Meeting: Submit your comments by email in advance of the meeting to boardcomment@marinwater.org. To ensure that your comment is provided to the Board of Directors prior to the meeting, please email your comment 24 hours in advance of the meeting start time. Comments received after this cut off time will be sent to the Board after the meeting. Please do not include personal information in your comment such as phone numbers and home addresses.

AGENDA ITEMS:

- 1. Call to Order and Roll Call**
- 2. Adoption of Agenda**
- 3. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s) - None.**
- 4. Reconvene to Open Session; Closed Session Report Out - Not applicable.**
- 5. Public Comment on Non-Agenda Matters**

This is the time when any person may address the Board of Directors on matters not listed on this agenda, but which are within the subject matter jurisdiction of the Board.

- 6. Directors' and General Manager's Announcements (6:40 p.m. – Time Approximate)**

- 7. Board Committee Reports**

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

- 8. Consent Items (6:50 p.m. – Time Approximate)**

All Consent Items will be enacted by a single action of the Board, unless specific items are pulled from Consent by the Board during adoption of the agenda for separate discussion and action.

- a.** Minutes of the Board of Directors' Regular Bi-Monthly Meeting on June 18, 2024

RECOMMENDATION: Approve the meeting minutes

- b.** FY 2025 Insurance Renewal

RECOMMENDATION: Approve Renewal of Annual Insurance Policies for All Risk Property, Excess Liability, Automobile Physical Damage, Excess Workers Compensation, Pollution, Cyber, Drone and Crime and Fidelity for Fiscal Year (FY) 2024/25

- c.** Amendments to BFFIP Contracts No. 1967 and No. 1948

RECOMMENDATION: Approve Amendment No. 3 to Contract No. 1948 with Forester and Kroeger and Amendment No. 2 to Contract No. 1967 with Bay Area Tree Services

- d.** Spillway Modifications Alternatives Selection and Design

RECOMMENDATION: Authorize the General Manager to finalize and execute a professional services agreement with Black and Veatch in the amount of \$1,944,669, with a staff requested contingency of \$300,000, for a total not to exceed amount of \$2,244,669, for the Spillway Modifications Alternatives Selection and Design Project

- e.** FY 2025 Pay Schedule for All District Employees

RECOMMENDATION: Adopt a resolution approving the updated pay schedule effective July 1, 2024 for District Employees to reflect the CPI increase and cost of living adjustments approved by the Board in November 2023

- f.** Water Efficiency Incentives - Flume Direct Distribution Program Amendment

RECOMMENDATION: Authorize the General Manager to finalize and execute an amendment to the District's contract with the California Water Efficiency Partnership (CalWEP) to increase funding for the Flume subsidy program by an amount not to exceed \$44,472, which will add an additional 300 Flume devices to the program

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

a. Water Supply and Roadmap Update

RECOMMENDATION: Receive an update on Water Supply and Roadmap

b. Amendment No. 2 to Miscellaneous Agreement (MA) No. 6188 With Woodard & Curran for Water Supply Roadmap Program Management and Support Services

RECOMMENDATION: Approve Amendment No. 2 to MA No. 6188 with Woodard and Curran in the amount of \$469,440 for Water Supply Roadmap Program Management and Support Services

10. Future Board and Committee Meetings and Upcoming Agenda Items

This schedule lists upcoming board and committee meetings as well as upcoming agenda items for the next month, which may include Board interest in adding future meeting items. The schedule is tentative and subject to change pending final publication and posting of the meeting agendas.

a. Upcoming Meetings

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

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

13. Adjournment (8:00 p.m. – Time Approximate)

ADA NOTICE AND HEARING-IMPAIRED PROVISIONS

In accordance with the Americans with Disabilities Act (ADA) and California Law, it is Marin Water’s policy to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are an individual with a disability and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodations, please contact the Board Secretary/ADA Coordinator at 415.945.1448, at least two business days in advance of the meeting. Advance notification will enable Marin Water to make reasonable arrangements to ensure accessibility.

Information agendas are available for review at the Civic Center Library, Corte Madera Library, Fairfax Library, Mill Valley Library, Marin Water Administration Building, and marinwater.org.

Posted: 06-28-2028



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

Tuesday, June 18, 2024 at 6:30 PM

MINUTES

LOCATIONS:

Open Session to start at or after 6:30 p.m.

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

Public Participation:

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

AGENDA ITEMS:

1. Call to Order and Roll Call

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

DIRECTORS PRESENT

Larry Russell
Monty Schmitt
Jed Smith
Matt Samson
Ranjiv Khush

2. Adoption of Agenda

A motion was made by Director Smith and seconded by Director Schmitt to adopt the agenda.

There were no public comments.

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

- 3. **Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s) - None.**
- 4. **Reconvene to Open Session; Closed Session Report Out - Not applicable.**
- 5. **Public Comment on Non-Agenda Matters**

There were two (2) public comments.

6. **Directors’ and General Manager’s Announcements**

- Both Director Russell and President Khush reported that they attended the American Water Works Association Conference last week and heard discussions on various topics, including AMI and leak detection.
- General Manager Ben Horenstein reported that staff, while excavating, inadvertently exposed and punctured a PG&E steel gas main. The matter was immediately resolved.

7. **Board Committee Reports**

- President Khush reported that he and Director Russell attended the North Bay Watershed Association Meeting on June 7, and mentioned some pending legislation that water agencies were watching.
- Vice President Samson reported that he attended the Lagunitas Technical Advisory Committee Meeting on June 7. He mentioned that some of their topics of discussion included the reintroduction of beavers in the watershed.

8. **Consent Items**

- a. Minutes of the Board of Directors’ Regular Bi-Monthly Meeting on June 4, 2024
RECOMMENDATION: Approve the meeting minutes
- b. General Manager's Report May 2024
RECOMMENDATION: Approve Report
- c. Award of Contact No. 2014 - 2024 Tiburon Pipeline Replacement Project (D23018) to Corcus Construction, Inc.
RECOMMENDATION: Approve a resolution authorizing award of Contract No. 2014, 2024 Tiburon Pipeline Replacement Project, to Corcus Construction, Inc. in the amount of \$2,319,685
- d. Second Amendment to Professional Services Agreement for Insurance Brokerage Services
RECOMMENDATION: Authorize the General Manager to execute the Insurance Brokerage Services Second Amendment with Alliant Insurance Services, Inc. for Fiscal Years 2024/25 and 2025/26

e. Second Amendment to Professional Services Agreement for Auditing Services

RECOMMENDATION: Authorize the General Manager to execute the Audit Services Second Amendment with Maze and Associates to perform Audit Services for Fiscal Years ending June 30, 2024 and June 30, 2025

A motion was made by Director Smith seconded by Director Schmitt to adopt the Consent Calendar.

There were no public comments.

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

9. Public Hearing Item (6:55 p.m. – Time Approximate)

a. Adoption of the Final Initial Study/Mitigated Negative Declaration for Phoenix-Bon Tempe Connection Project and Approval of the Phoenix-Bon Tempe Connection Project

RECOMMENDATION: Approve a resolution adopting the Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Reporting Program for the Phoenix – Bon Tempe Connection Project, approving the Phoenix – Bon Tempe Connection Project, and directing staff to file a Notice of Determination with the Marin County Clerk and State Clearinghouse

Engineering Planning Manager Elysha, joined by Engineering Director Alex Anaya, Watershed Resources Director Shaun Horne, and Aquatic Ecologist Eric Ettlinger, provided an overview of the proposed Phoenix-Bon Tempe Connection Project, the environmental review process, and responses to comments received during the public comments period on the Initial Study/Mitigated Negative Declaration for the proposed project.

President Khush opened the Public Hearing.

There were three (3) comments from the public.

Director Khush closed the Public Hearing.

The Board deliberated and gave staff direction to meet with Friends of the Corte Madera Creek and the Marin Conservation League to hear their concerns and to further explain the proposed project before bringing this item back to the Board.

10. Regular Items

a. 2024 Annual Strategic Work Plan Quarterly Progress

RECOMMENDATION: Receive staff quarterly progress update on the 2024 Annual Strategic Work Plan

General Manager Horenstein provided highlights and accomplishments of the District's goals and objectives in the second quarter of 2024. Board comments followed.

There were no public comments.

The Board received the update and did not take any action.

b. Review of Desalination and Recycled Water Costs

RECOMMENDATION: Review of Desalination and Recycled Water Costs

Water Resources Director Paul Sellier gave an update on the roadmap projects in progress, an overview of the methodology used in developing project costs to obtain an “apples to apples” comparison, and using this approach reviewed the potential costs of desalination and recycled water projects.

Discussion ensued.

There were five (5) public comments.

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

11. Future Board and Committee Meetings and Upcoming Agenda Items

a. Upcoming Meetings

The Board received a list of internal and external meetings.

There was no public comment.

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

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

14. Adjournment

There being no further business, the Board of Directors' Regular Bi-Monthly Meeting adjourned on Tuesday, June 18, 2024 at 9:04 p.m.

Board Secretary



STAFF REPORT

Meeting Type: Board of Directors
Title: FY 2025 Insurance Renewal
From: Bret Uppendahl, Finance Director
Through: Ben Horenstein, General Manager
Meeting Date: July 2, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve Renewal of Annual Insurance Policies for All Risk Property, Excess Liability, Automobile Physical Damage, Excess Workers Compensation, Pollution, Cyber, Drone and Crime and Fidelity for Fiscal Year (FY) 2024/25

SUMMARY: The FY 2024/25 annual overall cost of all insurance policies is estimated not to exceed \$1,820,172, an increase of \$184,784 or 11% from last year. All policies experienced an increase in premium from last year with the exception of Excess Workers Compensation. The largest premium amounts are for Property and Liability insurance, which increased by 11% and 14%, respectively, and account for 98% of the overall increase in premium costs.

DISCUSSION: The District’s existing insurance policies are due for renewal on July 1, 2024. The recommended coverage was developed with staff utilizing the expertise of the District’s insurance broker, Alliant Insurance Services Inc. (Alliant). Alliant obtained quotes from underwriters and negotiated the premium and coverage on behalf of the District. For the brokerage services provided by Alliant, the District will pay an annual fee of \$70,000. The District’s contract with Alliant requires that they fully disclose and rebate to the District any commissions they may earn from purchased policies.

The summary comparison of the premiums and coverages from FY 2023/24 to FY2024/25 is attached to the report.

Excess Liability

The proposed FY 2024/25 premium for a \$10 million policy limit with SIR amount of \$500,000 from Great American Insurance Company, the current incumbent carrier, is \$659,846, an increase of \$80,090. The 2nd layer of \$5 million in Excess Liability limit is from the current incumbent, Starstone Specialty Insurance Company, with a proposed premium of \$161,023, an increase of \$20,207. The 3rd layer of \$10 million in Excess Liability limit is from the current incumbent, Gemini Insurance, with a proposed premium of \$143,856, an increase of \$18,053.

The premium costs for liability insurance continue to increase as the market continues to experience increased claims, and some of carriers are no longer doing businesses in California. The recommended insurance policies include Terrorism Risk Insurance Act (TRIA) coverage, which covers foreign and domestic terrorist acts, and coverage for liabilities related to dam failure, inverse condemnation, employment practices, automobile accidents, public officials and law enforcement.

Excess Workers' Compensation

This policy provides Workers' Compensation insurance up to \$1 million for the employer's liability and coverage per State of California statutory limits. The proposed coverage is from the current incumbent, Arch Insurance Company and the quoted premium is \$105,075, a decrease of \$3,848 or -3.5% from the previous year. This policy has a self-insured retention (SIR) of \$750,000 for workers compensation claims for all employees except claims related to District rangers and the vanpool program. The SIR for claims for District rangers and the vanpool program is \$1.5 million.

All Risk Property

The types of losses covered under this policy are for physical loss or damage to real and personal property from fire, theft, vandalism, and equipment breakdowns. The policy provides coverage for replacement cost for insured events. Due to the nature of the District facilities, this type of insurance is limited in the number of underwriters who will offer coverage.

The premium for FY 2024/25 is \$659,588, which is an increase of \$62,700 or 11% from the prior year. The policy provides All Risk limit of \$200 million, boiler and machinery limit of \$100 million and a flood limit of \$10 million. The policy does not provide earthquake coverage, and has limits on flood losses based on flood zones. The proposed premium is from the current incumbent, Alliant Property Insurance Program (APIP) a licensed California carrier.

Automobile Physical Damage

This coverage is for physical damage to automobiles and equipment owned and or used for District operations. The policy will provide replacement cost of a like kind and quality automobile or equipment with a total coverage limit of \$11.1 million with a deductible amount of \$25,000. The FY 2024/25 premium is \$33,966 from Hanover Insurance, an increase of \$1,535 or 5% from the policy cost last year.

Aviation Insurance Policy

The policy is to cover the District's five drone operations. The coverage is up to \$1 million with a 10% deductible. The FY 2024/25 premium is \$3,264, an increase of \$233 or 8% from the prior year.

Cyber and Privacy Liability

The coverage for the FY 2024/25 is from the current incumbent, Cowbell Underwriting Managers with a premium of \$28,570, an increase of \$5,214 or 22% from last year. The policy covers losses due to privacy or security breaches, privacy regulatory claims related to customer and employee confidential information, cyber threats and or extortion, digital asset restoration, and business income loss. The policy would pay claims and recovery costs after the self-retention amount of \$50,000 per claim.

Pollution Policy

The current incumbent, Indian Harbor Insurance Company, premium is \$20,896, an increase of \$409 or 2% from last year. The policy will have a deductible amount of \$25,000 and \$1 million coverage.

Crime Policy

The current incumbent, National Union Fire Insurance Company, premium is \$4,087, an increase of \$191 or 5% from last year. The policy’s \$3 million coverage includes employee theft, forgery or alterations, theft of money and securities, computer fraud, funds transfer fraud and money order and counterfeit money and has a deductible amount of \$2,500.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: The FY 2024/25 cost for the annual insurance premium is estimated to be \$1,820,171 and is included in the adopted budget.

ATTACHMENT(S):

- 1. Summary Comparison of Premium and Coverage FY 2023/24 to FY 2024/25
- 2. Insurance Proposal for FY 2024/25

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

Attachment 1

Section 8. Item #b.

MARIN MUNICIPAL WATER DISTRICT 7/1/2024-2025 INSURANCE PROGRAM PREMIUM QUOTES

LINE OF COVERAGE / LIMITS	LIMITS	LIMIT DETAIL	SIR / DEDUCTIBLE	INSURANCE COMPANY	23/24 EXPIRING PREMIUM	24/25 RENEWAL PREMIUM
Liability - 1st Layer	\$10,000,000	Excess \$500,000 Retention	\$500,000 SIR	ANML/ Great American/ StarStone	\$ 579,756	\$ 659,846
Excess Liability - 2nd Layer	\$5,000,000	Excess Liability	\$5M Underlying	Starstone Specialty	\$ 140,816	\$ 161,023
Excess Liability - 3rd Layer	\$10,000,000	Excess Liability	\$15M Underlying	Berkley/ Gemini Ins. Co.	\$ 125,804	\$ 143,856
Excess Workers' Compensation	Statutory Workers Compensation Limits \$1,000,000	Workers Compensation - California Employers Liability Insurance	\$750,000 Each Accident \$750,000 Disease, Each Employee \$1,500,000 Vanpooling \$1,500,000 Presumptive Claims	Arch Insurance Company	\$ 108,923	\$ 105,075
Property	\$200,000,000 Per Occurrence Full Total Insured Value (TIV) = \$533,730,459	Property excluding Flood & EQ	\$1M	Alliant Property Ins. Program (APIP)	\$ 596,888	\$ 659,588
Inland Marine - Equipment and Auto Physical Damage	Per Scheduled Values of \$11,068,124	Scheduled Property	\$25,000 Ded	Hanover	\$ 32,431	\$ 33,966
Aviation Unmanned Aircraft Systems (UAS) Drone Liability and Physical Damage	\$1,000,000 Per Schedule - \$17,270 Total	Liability Physical Damage	10% In Motion 10% Not in Motion	American Alternative Ins National Indemnity Co Tokio Marine America Ins Co	\$ 3,031	\$ 3,264
Cyber	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	Maximum Policy Aggregate Business Interruption Payment Card Loss Contingent Business Interruption	\$50,000 Each Claim	Cowbell Underwriting Managers/ Obsidian Specialty Ins. Co.	\$ 23,356	\$ 28,570
Pollution	\$1,000,000 \$500,000	Each Pollution Condition/Aggregate Emergency Remediation Expense	\$25,000 Ded	Indian Harbor Insurance Company	\$ 20,487	\$ 20,896
Crime	\$3,000,000	Includes: Employee Theft, Forgery or Alteration, Theft of Money & Securities - Inside/ Outside Premises, Computer Fraud, Funds Transfer Fraud, Money Orders & Counterfeit Money	\$2,500 Ded	National Union Fire Insurance Co	\$ 3,896	\$ 4,087
					\$ 1,635,387	\$ 1,820,171



Marin Municipal Water District

Property and Liability Insurance Proposal 2024 - 2025

Presented on June 7, 2024 by:

Seth Cole, Senior Vice President

Matt McManus, Senior Vice President

Fred Godfrey, Assistant Vice President

Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco, CA 94105
O 415 403 1400
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CA License No. 0C36861

www.alliant.com

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Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation’s leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
 - Strategy
 - Employee Engagement
 - Procurement
 - Analytics
 - Wellness
 - Compliance
 - Benefits Administration
 - Global Workforce
- Industry Solutions
 - Construction
 - Energy and Marine
 - Healthcare
 - Law Firms
 - Public Entity
 - Real Estate
 - Tribal Nations
 - And many other industries
- Co-Brokered Solutions
 - Automotive Specialty
 - Energy Alliance Program
 - Hospital All Risk Property Program
 - Law Firms
 - Parking/Valet
 - Public Entity Property Insurance Program
 - Restaurants/Lodging
 - Tribal Nations
 - Waste Haulers/Recycling
- Business Services
 - Risk Control Consulting
 - Human Resources Consulting
 - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States

Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years.	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	

Your Service Team

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Named Insured / Additional Named Insureds

Named Insured(s)

Marin Municipal Water District

Additional Named Insured(s)

None

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a “Subsidiary” pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter’s acceptance of any proposed amendments to the policy, including expansion of the scope of “Insureds” under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

Line of Coverage

ANML Excess Liability Coverage – \$10M

	Present Coverage	Proposed Coverage
INSURANCE COMPANY:	Alliant National Municipal Liability Program (ANML) - Great American E&S Insurance Company - StarStone Specialty Insurance Company	Alliant National Municipal Liability Program (ANML) - Great American E&S Insurance Company - StarStone Specialty Insurance Company
A.M. BEST RATING:		
- Great American	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of December 3, 2021	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of February 29, 2024
- StarStone	A- (Excellent), Financial Size Category: II (\$1 Billion to less than \$1.25 Billion)	A- (Excellent), Financial Size Category: II (\$1 Billion to less than \$1.25 Billion) as of August 11, 2023
STANDARD & POOR’S RATING:		
- Great American	- A+ (Strong) as of February 17, 2022	- A+ (Strong) as of December 15, 2023
- StarStone	- Not rated	- Not Rated
CALIFORNIA STATUS:	Non-Admitted	Non-Admitted
POLICY/COVERAGE TERM:	July 1, 2022 to July 1, 2023	July 1, 2024 to July 1, 2025
Coverage Form:	Special Excess Liability Policy For the Alliant National Municipal Liability Program (ANML) - PSD PEL 001 05/18 - Occurrence	Special Excess Liability Policy For the Alliant National Municipal Liability Program (ANML) - PSD PEL 001 06/23; SSS-EXS-AMW-AMNL- POL-CW 07/23

ANML Excess Liability Coverage – \$10M - Continued

	Present Coverage	Proposed Coverage
Limits:		
Each Occurrence Limit	\$ 10,000,000	\$ 10,000,000
Personal & Advertising Injury Limit	\$ 10,000,000	\$ 10,000,000
Damages to Premises Rented to You	\$ Included	\$ Included
General Aggregate Limit	\$ 40,000,000 Other than Prod/Comp Ops	\$ 40,000,000 Other than Prod/Comp Ops
Products/Completed Operations	\$ 10,000,000	\$ 10,000,000
Aggregate		
Employee Benefits Liability	Included	Included
Auto Liability	Included	Included
Public Officials & Employment Practices	Included	Included
Law Enforcement Liability	Included	Included
Self-Insured Retention:	\$ 500,000	\$ 500,000
Defense Inside/Outside the Limit:	Inside the Limit / Inside the Retention	Inside the Limit / Inside the Retention
Who has the Duty to Defend:	Insured	Insured
Endorsement & Exclusions: (including but not limited to)	<ul style="list-style-type: none"> • Surplus Lines Notification • Service of Suit • Blanket Additional Insured Endorsement (Primary/ Non-contributory) • Dam Exclusion Removed for Scheduled Dams: <ul style="list-style-type: none"> ○ Lagunitas Dam ○ Phoenix Dam ○ Alpine Dam ○ Bon Tempe Dam ○ Peters (Kent) Dam ○ Seeger (Nicasio) Dam ○ Soulajule Dam 	<ul style="list-style-type: none"> • Surplus Lines Notification • Service of Suit • Blanket Additional Insured Endorsement (Primary/ Non-contributory) • Dam Exclusion Removed for Scheduled Dams: <ul style="list-style-type: none"> ○ Lagunitas Dam ○ Phoenix Dam ○ Alpine Dam ○ Bon Tempe Dam ○ Peters (Kent) Dam ○ Seeger (Nicasio) Dam ○ Soulajule Dam

ANML Excess Liability Coverage – \$10M - Continued

Endorsement & Exclusions - Continued:
(including but not limited to)

Present Coverage	Proposed Coverage
<ul style="list-style-type: none"> • Defense Cost - Employment Practices Liability Claims • Amended Employment Practices Liability Condition (Claim notice for EPL claim/ suit that has entered civil litigation) • Limited Lead In Potable Water Liability Coverage - \$5,000,000 any one occurrence/ \$5,000,000 annual aggregate sublimit shall apply to any liability arising out of lead in respects to potable water • Subsidence Exclusion Removed • Cap On Losses From Certified Acts Of Terrorism • Eminent Domain and Inverse Condemnation Coverage • War Exclusion • Blanket Waiver of Subrogation (where required by contract) • Exclusion - Access of Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception • Organic Pathogen Exclusion • PFAS (Perfluoralkyl or Polyfluoroalkyl Substances) Exclusion • Economic and Trade Sanctions Clause • Transit Coverage Exclusion 	<ul style="list-style-type: none"> • Quota Share Endorsement • Defense Cost - Employment Practices Liability Claims • Amended Employment Practices Liability Condition (Claim notice for EPL claim/ suit that has entered civil litigation) • Limited Lead In Potable Water Liability Coverage - \$5,000,000 any one occurrence/ \$5,000,000 annual aggregate sublimit shall apply to any liability arising out of lead in respects to potable water • Subsidence Exclusion Removed • Cap On Losses From Certified Acts Of Terrorism • Eminent Domain and Inverse Condemnation Coverage • War Exclusion • Blanket Waiver of Subrogation (where required by contract) • Exclusion - Access of Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception • Organic Pathogen Exclusion • PFAS (Perfluoralkyl or Polyfluoroalkyl Substances) Exclusion • Economic and Trade Sanctions Clause • Transit Coverage Exclusion • New - Biometric Exclusion

ANML Excess Liability Coverage – \$10M - Continued

	Present Coverage	Proposed Coverage
Endorsement & Exclusions - Continued: (including but not limited to)	<ul style="list-style-type: none"> • Failure to Supply Exclusion with Exception for Covered Occurrence and Combined Capacity is at 100% of the Water Demand • Silica Exclusion 	<ul style="list-style-type: none"> • Failure to Supply Exclusion with Exception for Covered Occurrence and Combined Capacity is at 100% of the Water Demand • Silica Exclusion
Total Cost Including TRIA:	\$ 579,504.00 Premium \$ 11,590.00 TRIA Premium -\$ 59,109.40 Commission Rebate to Insured \$ 17,732.82 CA Surplus Lines Taxes (3%) \$ 1,063.97 CA Stamping Fees (0.18%) \$ 28,975.00 AmWINS Intermediary Fee \$ 579,756.39 Total Cost	\$ 659,559.00 Premium \$ 13,191.00 TRIA Premium -\$ 67,275.00 Commission Rebate to Insured \$ 120,182.50 CA Surplus Lines Taxes (3%) \$ 1,210.95 CA Stamping Fees (0.18%) \$ 32,978.00 AmWINS Intermediary Fee \$ 659,846.45 Total Cost
Total Cost Excluding TRIA:	Not Applicable	\$ 659,559.00 Premium -\$ 65,955.90 Commission Rebate to Insured \$ 19,786.77 CA Surplus Lines Taxes (3%) \$ 1,187.21 CA Stamping Fees (0.25%) \$ 32,978.00 AmWINS Intermediary Fee \$ 647,555.08 Total Cost
Great American Claims Servicing Organization and Claims Reporting Requirements	Per Current Policy	See Next Page
Minimum Earned Premium:	25%	25%
Quote Valid Until:	No Longer Applicable	June 30, 2024

ANML Excess Liability Coverage – \$10M - Continued

	Present Coverage	Proposed Coverage
Policy Auditable:	Not Auditable	Not Auditable
Binding Conditions:	No Longer Applicable	See Binding Requirements Recap Page

Named Insureds are covered for all operations. Additional Insureds are only covered with respect to their interest in your operations. See each individual policy for details.

See Disclaimer Page for Important Notices and Acknowledgment

ANML Excess Liability Coverage – \$10M - Continued

Great American E&S Insurance Company Claims Servicing Organization and Claims Reporting Conditions:

H. CLAIMS SERVICING ORGANIZATION

1. You shall designate the Retained Limit Claims Servicing Organization shown on the Policy Declarations to perform the following services for claims or **suits** seeking **damages** against an **insured** to which this policy may apply, regardless of the application of any **retained limit**.
 - (a) Defense and investigation of all claims or **suits**;
 - (b) Maintain accurate records of all details incident to claims payments; and
 - (c) Furnish monthly claims records to **you**.
2. Within forty-five (45) days after the end of the policy term, you must give the **Company** a listing of all existing claims or **suits** within the **retained limit** amounts. Quarterly thereafter, **you** are required to provide the **Company** with an updated listing of the status of all claims or **suits**, both paid and reserve, until all claims or **suits** for the reporting period are closed or settled. However, the failure of a Claims Servicing Organization to meet the time frame outlined in this paragraph shall not relieve the **Company** of any obligations hereunder.
3. In the event of cancellation, expiration or revision of the servicing contract between **you** and the Retained Limits Claims Servicing Organization, you shall notify us within ten (10) days of the effective date of such cancellation, expiration or revision.
4. You must notify the **Company** immediately of any change in the Retained Limit Claims Servicing Organization and **we** reserve the right to approve any new Claim Administrator. **You** (or **your** Retained Limit Claims Servicing Organization) must provide **us** with loss runs on a quarterly basis.

Line of Coverage

Excess Liability Coverage - \$5M excess \$10M

	Present Coverage	Proposed Coverage
INSURANCE COMPANY:	StarStone Specialty Insurance Company	StarStone Specialty Insurance Company
A.M. BEST RATING:	A- (Excellent), Financial Size Category: XII (\$1 Billion to \$1.25 Billion)	A- (Excellent), Financial Size Category: XII (\$1 Billion to \$1.25 Billion) as of August 11, 2023
STANDARD & POOR'S RATING:	Not Rated	Not Rated
CALIFORNIA STATUS:	Non-Admitted	Non-Admitted
POLICY/COVERAGE TERM:	July 1, 2022 to July 1, 2023	July 1, 2023 to July 1, 2024
Coverage Form:	Commercial Excess Liability Policy – PE 00 02 04 17 - Occurrence	Excess Public Entity Liability Policy – SSS EXS PE POL 0001 CW 05 23
Limits:		
Each Occurrence	\$ 5,000,000	\$ 5,000,000
Aggregate, where applicable	\$ 10,000,000	\$ 10,000,000
Underlying Coverages & Limits:		
Excess Liability		
Carrier:	Great American E&S Insurance Company	Great American E&S Insurance Company
Limits Of Liability:		
Each Occurrence	\$ 10,000,000	\$ 10,000,000
Completed Operations Hazard	\$ 10,000,000	\$ 10,000,000
Annual Aggregate		
Policy Aggregate Limit	\$ 40,000,000	\$ 40,000,000
Self-Insured Retention	\$ 500,000	\$ 500,000
	Followed Policy <i>Bodily Injury/Property Damage, Public Officials E&O, Employment Practices Liability, or Personal Injury</i>	Followed Policy <i>Bodily Injury/Property Damage, Public Officials E&O, Employment Practices Liability, or Personal Injury</i>

Excess Liability Coverage - \$5M excess \$10M - Continued

	Present Coverage	Proposed Coverage
Defense Inside/Outside the Limit:	Inside the Limit	Inside the Limit
Who has the Duty to Defend:	Insured	Insured
Endorsement & Exclusions: (including but not limited to)	<ul style="list-style-type: none"> • Schedule of Underlying Insurance • Exclusion - Access of Confidential or Personal Information and Data-Related Liability • Asbestos Exclusion • Claim Reporting • Exclusion – Communicable Disease • Exclusion – Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) • Fungi or Bacteria Exclusion • Lead Exclusion • Service of Suit • Surplus Lines Notification • U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders • Privacy Policy Disclosure Notice • Cap on Losses from Certified Acts of Terrorism • Exclusion of Punitive Damages Related to a Certified Act of Terrorism • Policyholder Disclosure Notice Of Terrorism Insurance Coverage 	<ul style="list-style-type: none"> • Schedule of Underlying Insurance • Exclusion - Access of Confidential or Personal Information and Data-Related Liability • Asbestos Exclusion • Claim Reporting • Exclusion – Communicable Disease • Exclusion – Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) • Fungi or Bacteria Exclusion • Lead Exclusion • Service of Suit • Surplus Lines Notification • U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders • Privacy Policy Disclosure Notice • Cap on Losses from Certified Acts of Terrorism • Exclusion of Punitive Damages Related to a Certified Act of Terrorism • Policyholder Disclosure Notice Of Terrorism Insurance Coverage

Excess Liability Coverage - \$5M excess \$10M - Continued

	Present Coverage	Proposed Coverage
Total Cost Excluding TRIA:	Not Applicable	\$ 153,000.00 Premium \$ 4,590.00 CA Surplus Lines Taxes (3%) \$ 275.40 CA Stamping Fees (0.25%) \$ 157,865.40 Total Cost
Total Cost Including TRIA:	\$ 136,476.00 Premium \$ Included TRIA Premium \$ 4,094.28 CA Surplus Lines Taxes (3%) \$ 245.66 CA Stamping Fees (0.25%) \$ 140,815.94 Total Cost	\$ 153,000.00 Premium \$ 3,060.00 TRIA Premium \$ 4,681.80 CA Surplus Lines Taxes (3%) \$ 280.91 CA Stamping Fees (0.25%) \$ 161,022.71 Total Cost
Minimum Earned Premium:	25%	25%
Quote Valid Until:	No Longer Applicable	June 30, 2024
Policy Auditable:	Not Auditable	Not Auditable
Binding Conditions:	No Longer Applicable	See Binding Requirements Recap Page

See Disclaimer Page for Important Notices and Acknowledgment

Line of Coverage

Excess Liability Coverage - \$10M excess \$15M

	Present Coverage	Proposed Coverage
INSURANCE COMPANY:	Gemini Insurance Company	Gemini Insurance Company
A.M. BEST RATING:	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of May 27, 2021	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of June 1, 2023
STANDARD & POOR'S RATING:	A+ (Strong) as of February 24, 2022	A+ (Strong) as of February 23, 2024
CALIFORNIA STATUS:	Non-Admitted	Non-Admitted
POLICY/COVERAGE TERM:	July 1, 2022 to July 1, 2023	July 1, 2022 to July 1, 2023
Coverage Form:	Commercial Excess Liability Coverage Form – CX 00 01 04 13 - Occurrence	Commercial Excess Liability Coverage Form – CX 00 01 04 13 - Occurrence
Limits:		
Each Occurrence	\$ 10,000,000	\$ 10,000,000
Aggregate Limit	\$ 10,000,000	\$ 10,000,000
Underlying Coverages & Limits:		
Excess Liability		
Carrier	StarStone Specialty Insurance Company	StarStone Specialty Insurance Company
Limit	\$ 5,000,000 Each Occurrence \$ 10,000,000 Aggregate Limit where applicable	\$ 5,000,000 Each Occurrence \$ 10,000,000 Aggregate Limit where applicable
Special Excess Liability Policy for ANML		
Carrier	Great American E&S Insurance Company	Great American E&S Insurance Company
Limit	\$ 40,000,000 Policy Aggregate \$ 10,000,000 Completed Operations Hazard Annual Aggregate \$ 10,000,000 Any One Occurrence \$ 500,000 Underlying	\$ 40,000,000 Policy Aggregate \$ 10,000,000 Completed Operations Hazard Annual Aggregate \$ 10,000,000 Any One Occurrence \$ 500,000 Underlying
Self-Insured Retention	\$ 500,000	\$ 500,000

Excess Liability Coverage - \$10M excess \$15M - Continued

	Present Coverage	Proposed Coverage
Defense Inside/Outside the Limit:	Inside the Limit	Inside the Limit
Who has the Duty to Defend:	Insured	Insured
Endorsement & Exclusions: (including but not limited to)	<ul style="list-style-type: none"> • Claim Notice • Service of Suit – California • Schedule of Underlying Policies • Asbestos Exclusion • War Exclusion • Nuclear Energy Liability Exclusion • Endorsement • Aggregate Drop-Down Exclusion • Cyber Liability Exclusion • Exclusion – Fungi or Bacteria • Exclusion – Silica or Silica Related Dust • Exclusion – Violation of Information Statutes • Financial Services Exclusion • Lead Exclusion • Restrictive as Underlying Endorsement • Sub-Limited Coverage Exclusion • Issuance Prior to Receipt of Underlying Endorsement • Policy Aggregate Amendment of Limits of Liability Endorsement • Unimpaired Aggregate Limit Endorsement • Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion 	<ul style="list-style-type: none"> • Claim Notice • Service of Suit – California • Schedule of Underlying Policies • Asbestos Exclusion • War Exclusion • Nuclear Energy Liability Exclusion • Endorsement • Aggregate Drop-Down Exclusion • Cyber Liability Exclusion • Exclusion – Fungi or Bacteria • Exclusion – Silica or Silica Related Dust • Exclusion – Violation of Information Statutes • Financial Services Exclusion • Lead Exclusion • Restrictive as Underlying Endorsement • Sub-Limited Coverage Exclusion • Issuance Prior to Receipt of Underlying Endorsement • Policy Aggregate Amendment of Limits of Liability Endorsement • Unimpaired Aggregate Limit Endorsement • Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion

Excess Liability Coverage - \$10M excess \$15M - Continued

	Present Coverage	Proposed Coverage
Endorsement & Exclusions - Continued: (including but not limited to)	<ul style="list-style-type: none"> • Exclusion – Access or Disclosure of Confidential or Personal Information And Data Related Liability • Exclusion – Communicable Disease • Policyholder Disclosure Notice Of Terrorism Insurance Coverage • Exclusion of Other Acts of Terrorism Committed Outside of US; Cap on Losses from Certified Acts of Terrorism • Exclusion of Punitive Damages Related to a Certified Act of Terrorism • Common Policy Conditions • U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders • New Exclusion-Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) 	<ul style="list-style-type: none"> • Exclusion – Access or Disclosure of Confidential or Personal Information And Data Related Liability • Exclusion – Communicable Disease • Policyholder Disclosure Notice Of Terrorism Insurance Coverage • Exclusion of Other Acts of Terrorism Committed Outside of US; Cap on Losses from Certified Acts of Terrorism • Exclusion of Punitive Damages Related to a Certified Act of Terrorism • Common Policy Conditions • U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders • Exclusion-Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
Total Cost Excluding TRIA:	Not Applicable	\$ 153,000.00 Premium -\$ 16,830.00 Commission Rebate to Insured \$ 4,590.00 CA Surplus Lines Taxes (3%) \$ 275.40 CA Stamping Fees (0.18%) \$ 141,035.40 Total Cost
Total Cost Including TRIA:	\$ 136,476.00 Premium \$ Included TRIA Premium -\$ 15,012.36 Commission Rebate to Insured \$ 4,094.28 CA Surplus Lines Taxes (3%) \$ 245.66 CA Stamping Fees (0.25%) \$ 125,803.58 Total Cost	\$ 153,000.00 Premium \$ 3,060.00 TRIA Premium -\$ 17,166.60 Commission Rebate to Insured \$ 4,681.80 CA Surplus Lines Taxes (3%) \$ 280.91 CA Stamping Fees (0.18%) \$ 143,856.11 Total Cost

Excess Liability Coverage - \$10M excess \$15M - Continued

	Present Coverage	Proposed Coverage
Minimum Earned Premium:	25%	25%
Quote Valid Until:	No Longer Applicable	July 1, 2024
Policy Auditable:	Not Auditable	Not Auditable
Binding Conditions:	No Longer Applicable	See Binding Requirements Recap Page

See Disclaimer Page for Important Notices and Acknowledgment

Line of Coverage

Excess Workers Compensation and Employers Liability Coverage

	Present Coverage	Proposed Coverage
INSURANCE COMPANY:	Arch Insurance Company	Arch Insurance Company
A.M. BEST RATING:	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of December 10, 2021	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of January 29, 2024
STANDARD & POOR'S RATING:	A+ (Strong) as of June 25, 2021	A+ (Strong) as of March 11, 2024
CALIFORNIA STATUS:	Admitted	Admitted
POLICY/COVERAGE TERM:	July 1, 2022 to July 1, 2023	July 1, 2024 to July 1, 2025
Coverage Form:	Specific Excess Workers Compensation and Employers Liability Insurance Policy – 00 GL0401 00 (01 08)	Specific Excess Workers Compensation and Employers Liability Insurance Policy – 00 GL0401 00 (01 08)
Limits:		
Part One - Excess Workers Compensation Insurance		
Each Accident	Statutory	Statutory
Disease, Each Employee	Statutory	Statutory
Part Two – Excess Employers Liability Insurance		
Each Accident	\$ 1,000,000	\$ 1,000,000
Disease, Each Employee	\$ 1,000,000	\$ 1,000,000
Aggregate	\$ 1,000,000	\$ 1,000,000
Retained Limits:		
Each Accident	\$ 750,000 All Other Employees	\$ 750,000 All Other Employees
	\$ 1,500,000 Vanpooling	\$ 1,500,000 Vanpooling
	\$ 1,500,000 Presumptive Claims	\$ 1,500,000 Presumptive Claims

Excess Workers Compensation and Employers Liability Coverage - Continued

	Present Coverage	Proposed Coverage
Retained Limits - Continued:		
Disease, Each Employee	\$ 750,000 All Other Employees	\$ 750,000 All Other Employees
	\$ 1,500,000 Vanpooling	\$ 1,500,000 Vanpooling
	\$ 1,500,000 Presumptive Claims	\$ 1,500,000 Presumptive Claims
Basis of Premium:	.3798 per \$100 of Payroll based on \$28,678,929	.3798 per \$100 of Payroll based on \$27,665,826
Endorsement & Exclusions: (including but not limited to)	<ul style="list-style-type: none"> • Split Retained Limit Endorsement • Losses Redefined to Include Allocated Loss Adjustment Expenses Endorsement • California Volunteer Coverage – Excess Voluntary Compensation and Employers Liability Coverage Endorsement • Waiver of Our Right to Recover From Others Endorsement • California Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement • California Amendatory Endorsement 	<ul style="list-style-type: none"> • Split Retained Limit Endorsement • Losses Redefined to Include Allocated Loss Adjustment Expenses Endorsement • California Volunteer Coverage – Excess Voluntary Compensation and Employers Liability Coverage Endorsement • Waiver of Our Right to Recover From Others Endorsement • California Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement • California Amendatory Endorsement
Total Cost Including TRIA:	\$ 105,655.00 Minimum and Deposit Premium \$ 3,268.00 TRIA Premium \$ 108,923.00 Total Cost	\$ 101,923.00 Minimum and Deposit Premium \$ 3,152.00 TRIA Premium \$ 105,075.00 Total Cost
Quote Valid Until:	No Longer Applicable	July 1, 2024
Policy Auditable:	Yes	Yes

Excess Workers Compensation and Employers Liability Coverage - Continued

Present Coverage	Proposed Coverage
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Binding Conditions:

| No Longer Applicable

| See Binding Requirements Recap Page

It is imperative that Alliant and/or the carrier be notified IMMEDIATELY when a policyholder hires employees and/or begins operations in any state not listed in PART 3. A on the INFORMATION PAGE of the policy. Failure to obtain a workers' compensation policy in some states may result in substantial fines levied on the policyholder dating back to the original date of hire. Coverage for other states under PART 3. C. (OTHER STATES INSURANCE) of the workers' compensation policy may not fulfill the coverage verification requirement imposed by some states.

Line of Coverage

Property Coverage

	Present Coverage	Pending Coverage Quote
INSURANCE COMPANY:	Various – See Schedule of Insurers	Various – See Schedule of Insurers
A.M. BEST RATING:	Various – See Schedule of Insurers	Various – See Schedule of Insurers
STANDARD & POOR’S RATING:	Various – See Schedule of Insurers	Various – See Schedule of Insurers
CALIFORNIA STATUS:	Non-Admitted	Non-Admitted
POLICY/COVERAGE TERM:	July 1, 2023 to July 1, 2024	July 1, 2024 to July 1, 2025
Coverage Form:	24-Public Utilities 2 Master Policy Wording	PEPIP USA Form TBD - Master Policy Wording
Total Insured Values:	\$ 502,191,464 as of July 1, 2023	\$ 533,730,459 as of May 29, 2024
Coverages and Limits:		
All Risk Limit	\$ 200,000,000	\$ 200,000,000
Boiler & Machinery Limit	\$ 100,000,000	\$ 100,000,000
Flood Limit	\$ 10,000,000	\$ 10,000,000
Money & Securities	\$ 500,000	\$ 500,000
Added exclusion for fraudulent impersonation, fraudulent instruction or similar events		
Course of Construction	\$ 25,000,000	\$ 25,000,000
No additional premium for projects <\$15,000,000		

Property Coverage - Continued

	Present Coverage	Pending Coverage Quote
Limits - Continued:		
Automatic Acquisition	\$25,000,000 for TIV ≥ \$500,000,000 \$10,000,000 for TIV ≤ \$500,000,000 \$10,000,000 for Vacant Buildings Sub-limit	\$25,000,000 for TIV ≥ \$500,000,000 \$10,000,000 for TIV ≤ \$500,000,000 \$10,000,000 for Vacant Buildings Sub-limit
Misc. Unnamed Location	\$25,000,000 for TIV ≥ \$500,000,000 \$10,000,000 for TIV ≤ \$500,000,000 \$10,000,000 for Vacant Buildings Sub-limit	\$25,000,000 for TIV ≥ \$500,000,000 \$10,000,000 for TIV ≤ \$500,000,000 \$10,000,000 for Vacant Buildings Sub-limit
Transit:	\$ 25,000,000 Physical Damage only, no BI/Business Interruption	\$ 25,000,000 Physical Damage only, no BI/Business Interruption
Deductible:		
All Risk	\$ 1,000,000	\$ 1,000,000
Boiler & Machinery	\$ 25,000	\$ 25,000
Flood	\$ 1,000,000	\$ 1,000,000
Endorsement & Exclusions: (including but not limited to)	<ul style="list-style-type: none"> • Seepage & Contamination • Cost of Clean-up for Pollution • Mold 	<ul style="list-style-type: none"> • Seepage & Contamination • Cost of Clean-up for Pollution • Mold • Off Premises Vehicle Physical Damage
Total Cost:	\$ 565,818.00 Property Premium \$ 7,508.00 Excess Boiler Premium \$ 5,330.00 ABS Fee \$ 18,232.77 Surplus Lines Tax & Fee \$ 596,887.77 Total Cost	\$ 625,447.00 Property Premium \$ 8,100.00 Excess Boiler Premium \$ 5,894.00 ABS Fee \$ 20,146.79 Surplus Lines Tax & Fee \$ 659,587.79 Total Cost

Property Coverage - Continued

	Present Coverage	Pending Coverage Quote
Minimum Earned Premium:	25%	25%
Quote Valid Until:	No Longer Applicable	July 1, 2024
Binding Conditions:	No Longer Applicable	See Binding Requirements Recap Page

*Property Co-insurance: Most property insurance policies contain a co-insurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

Line of Coverage

Inland Marine Coverage

	Present Coverage	Proposed Coverage
INSURANCE COMPANY:	The Hanover Insurance Company	The Hanover Insurance Company
A.M. BEST RATING:	A (Excellent), Financial Size Category: XV (\$2 Billion or greater) as of June 17, 2021	A (Excellent), Financial Size Category: XV (\$2 Billion or greater) as of June 17, 2021
STANDARD & POOR'S RATING:	A (Strong) as of August 10, 2021	A (Strong) as of June 22, 2023
CALIFORNIA STATUS:	Admitted	Admitted
POLICY/COVERAGE TERM:	July 1, 2023 to July 1, 2024	July 1, 2024 to July 1, 2025
Coverage Form:	Scheduled Property Floater AAIS IM 7500 Scheduled Vehicle Physical Damage Floater Coverage Form - IM441-1075 01 09 Contractor's Equipment Coverage - IM441-1471	Scheduled Property Floater AAIS IM 7500 Scheduled Vehicle Physical Damage Floater Coverage Form - IM441-1075 01 09 Contractor's Equipment Coverage - IM441-1471
Perils Excluded:	<ul style="list-style-type: none"> • Civil Authority; • Earth Movement or Volcanic Eruption; • Flood • Nuclear Hazard; • Sewer Backup And Water Below The Surface; • War And Military Action; • Contamination Or Deterioration; • Criminal, Fraudulent, Dishonest, Or Illegal Acts; • Electrical Currents; • Explosion Rupture, Or Bursting; • Loss Of Use; • Mechanical Breakdown; • Missing Property; 	<ul style="list-style-type: none"> • Civil Authority; • Earth Movement or Volcanic Eruption; • Flood, • Nuclear Hazard; • Sewer Backup And Water Below The Surface; • War And Military Action; • Contamination Or Deterioration; • Criminal, Fraudulent, Dishonest, Or Illegal Acts; • Electrical Currents; • Explosion Rupture, Or Bursting; • Loss Of Use; • Mechanical Breakdown; • Missing Property;

Inland Marine Coverage - Continued

	Present Coverage	Proposed Coverage
Perils Excluded - Continued:	<ul style="list-style-type: none"> • Pollutants; • Temperature/Humidity; • Theft From An Unattended Vehicle; • Voluntary Parting; • Wear And Tear. 	<ul style="list-style-type: none"> • Pollutants; • Temperature/Humidity • Theft From An Unattended Vehicle; • Voluntary Parting; • Wear And Tear.
Coverages and Limits:		
Boats, Motor & Trailers		
Perils Covered - All Risk Subject to Perils Excluded		
Described Property - Boats, Motors & Trailers	\$ 100,724	\$ 100,724
Additional Debris Removal Expenses	\$ 5,000	\$ 5,000
Newly Acquired Property	\$ 15,000	\$ 15,000
Pollutant Cleanup and Removal	\$ 10,000	\$ 10,000
Flood	\$ 100,724	\$ 100,724 per occurrence and annual aggregate
Earthquake	\$ 100,724	\$ 100,724 per occurrence and annual aggregate
Auto Physical Damage		
Perils Covered - All Risk Subject to Perils Excluded		
Insured's Vehicles And Vehicles Insured Have Leased From Others Under A Written Lease Contract		
Catastrophe Limit – Aggregate in any One occurrence for all Vehicles	\$ 10,000,000	\$ 10,000,000
Additional Debris Removal Expenses	\$ 50,000	\$ 50,000
Coverages and Limits - Continued:		

Inland Marine Coverage - Continued

	Present Coverage	Proposed Coverage
Newly Acquired and substitute Vehicles	\$ 1,000,000	\$ 1,000,000
Number of Days	365 days	365 days
Pollutant Cleanup And Removal	\$ 25,000	\$ 25,000
Towing and Labor Costs	\$ 25,000	\$ 25,000
Rental Reimbursement	\$ 500 Per day/ \$10,000 Max	\$ 500 Per day/ \$10,000 Max
Scheduled Vehicles:	Scheduled Vehicles on File	Scheduled Vehicles on File – Schedule Dated: 4/22/24
Total Insured Value of Vehicles:	\$ 8,661,641	\$ 8,685,231
Contractors Equipment		
Perils Covered - "all risk" subject to policy form terms, conditions, and exclusions.		
Contractor's Equipment per Schedule Submitted	\$ 2,445,191	\$ 2,282,169
Unscheduled Contractor's Equipment		
Unscheduled Contractor's Equipment	\$ 25,000	\$ 25,000
Limit of Insurance		
Unscheduled Maximum Limit Per Any One Item	\$ 2,500	\$ 2,500
Newly Acquired Contractor's Equipment		
Maximum Limit Per Any One Item	\$ 1,000,000	\$ 1,000,000
Business Personal Property	\$ 25,000	\$ 25,000
Continuing Rental or Lease Expense	\$ 25,000	\$ 25,000
Contract Penalty	\$ 25,000	\$ 25,000

Inland Marine Coverage - Continued

	Present Coverage	Proposed Coverage
Coverages and Limits - Continued:		
Debris Removal - Additional Limits	\$ 100,000	\$ 100,000
Employee Tools and Work Clothing		
Any One Occurrence	\$ 10,000	\$ 10,000
Any One Item	\$ 2,500	\$ 2,500
Engine Emissions Green Coverage		
Any One Occurrence	\$ 5,000	\$ 5,000
Any One Policy Period	\$ 10,000	\$ 10,000
Equipment Borrowed From Others	\$ 50,000	\$ 50,000
Equipment Leased and Rented From Others	\$ 50,000	\$ 50,000
Equipment Leased or Rented To Others	\$ 500,000	\$ 500,000
Equipment Loaned To Others	\$ 500,000	\$ 500,000
Expediting Expense	\$ 25,000	\$ 25,000
Extended Warranties	\$ 5,000	\$ 5,000
False Pretense	\$ 500,000	\$ 500,000
Fire and Police Department Service Charges	\$ 50,000	\$ 50,000
Fire Suppression Equipment	\$ 50,000	\$ 50,000
Hauling Property of Others as a Carrier for Hire	\$ 200,000	\$ 200,000
Installation or Rigging Property	\$ 25,000	\$ 25,000
Loss Adjustment Expenses	\$ 5,000	\$ 5,000
Pollutant Clean Up and Removal	\$ 100,000	\$ 100,000
Preservation of Property	\$ 5,000	\$ 5,000
Rental Reimbursement	\$ 100,000	\$ 100,000
Rental Reimbursement Waiting Period	24 Hours	24 Hours
Reward Payments	\$ 10,000	\$ 10,000

Inland Marine Coverage - Continued

	Present Coverage	Proposed Coverage
Coverages and Limits - Continued:		
Spare Parts and Fuel	\$ 10,000	\$ 10,000
Theft Prevention Devices Deductible Waiver	\$ 25,000	\$ 25,000
Waterborne Property	\$ 500,000	\$ 500,000
Deductible:		
Scheduled Property	\$ 25,000	\$ 25,000
Auto Physical Damage	\$ 25,000	\$ 25,000
Contractors Equipment	\$ 25,000	\$ 25,000
Auto Physical Damage & Contractors Equipment Basket Deductible	\$ 10,000 Combined Loss	\$ 10,000 Combined Loss
Valuation:		
	Replacement Cost – Boats, Motors & Trailers Replacement Cost – Scheduled Autos not to Exceed 125% of Scheduled Value Replacement Cost 5 Years Limitation- Contractors Equipment	Replacement Cost – Boats, Motors & Trailers Replacement Cost – Scheduled Autos not to Exceed 125% of Scheduled Value Market Value with Replacement Value on Items 5 Years or Newer - Contractors Equipment
Coinsurance:		
	80% Scheduled Property Waived Contractors Equipment	80% Scheduled Property Waived Contractors Equipment
Rate:		
	\$ 0.281 Auto Rate \$ 0.281 Contractor's Equipment	\$ 0.298 Auto Rate \$ 0.298 Contractor's Equipment
Auto Rating Base:		
Contractor's Equipment Rating Basis	\$ 8,661,641 \$ 2,445,191	\$ 8,685,231 \$ 2,307,047

Inland Marine Coverage - Continued

Present Coverage	Proposed Coverage
<p>Endorsement & Exclusions: (including but not limited to)</p>	
<ul style="list-style-type: none"> • Privacy Policy Disclosure • Notice - Acceptance Of Terrorism Coverage And Disclosure Of Premium • Disclosure Pursuant To TRIA • Minimum Earned Premium • Vehicles Borrowed From Others Endorsement • Amended Property Not Covered And Amended Definition Of Vehicles • Basket Deductible Endorsement • Maximum Aggregate Policy Limit • Additional Supplement AI Coverages • Property Not Covered Endorsement • Annual Adjustment -- Reporting Provisions • Valuation Endorsement • Commercial Inland Marine Conditions • Common Policy Conditions • California Changes - Actual Cash Value • California Changes • California Changes – Cancellation And Nonrenewal • Exclusion Of Certain Computer-Related Losses • Certified Terrorism Loss • Trade Or Economic Sanctions Endorsement • Scheduled Vehicle Physical Damage Floater • Important Information Regarding The Renewal Of Your Contractor's Equipment Coverage. • Replacement Cost Endorsement • Earthquake And Flood Coverage Endorsement 	<ul style="list-style-type: none"> • Privacy Policy Disclosure • Notice - Acceptance Of Terrorism Coverage And Disclosure Of Premium • Disclosure Pursuant To TRIA • Minimum Earned Premium • Vehicles Borrowed From Others Endorsement • Amended Property Not Covered And Amended Definition Of Vehicles • Basket Deductible Endorsement • Maximum Aggregate Policy Limit • Additional Supplement AI Coverages • Property Not Covered Endorsement • Annual Adjustment -- Reporting Provisions • Valuation Endorsement • Commercial Inland Marine Conditions • Common Policy Conditions • California Changes - Actual Cash Value • California Changes • California Changes – Cancellation And Nonrenewal • Exclusion Of Certain Computer-Related Losses • Certified Terrorism Loss • Trade Or Economic Sanctions Endorsement • Scheduled Vehicle Physical Damage Floater • Important Information Regarding The Renewal Of Your Contractor's Equipment Coverage. • Replacement Cost Endorsement • Earthquake And Flood Coverage Endorsement

Inland Marine Coverage - Continued

	Present Coverage	Proposed Coverage
Total Cost Excluding TRIA:	Not Applicable	\$ 300.00 Schedule Property \$ 25,882.00 Auto Physical damage \$ 6,875.00 Contractors equipment \$ 33,057.00 Total Premium
Total Cost Including TRIA:	\$ 283.00 Schedule Property \$ 24,339.00 Auto Physical damage \$ 6,941.00 Contractors equipment \$ 868.00 TRIA Premium \$ 32,431.00 Total Premium	\$ 300.00 Schedule Property \$ 25,882.00 Auto Physical damage \$ 6,875.00 Contractors equipment \$ 909.00 TRIA Premium \$ 33,966.00 Total Premium
Minimum Earned Premium:	\$ 9,333.00	\$ 9,000.00
Quote Valid Until:	No Longer Applicable	June 30, 2024
Conditions:	<p>Auto Physical Damage Conditions:</p> <ul style="list-style-type: none"> • Annual adjustment at 50% of agreed rates – • Replacement cost not to exceed 125% of SOV value; no age restriction. Other valuation terms are per expiring • Newly acquired vehicles covered up to \$1,000,000 per unit. Values over this must be reported to company upon acquisition. • Personal effects of \$1,000 per person and \$10,000 per occurrence in a vehicle not subject to a special deductible (policy deductible applies). 	<p>Auto Physical Damage Conditions:</p> <ul style="list-style-type: none"> • Annual adjustment at 50% of agreed rates. • Replacement cost not to exceed 125% of SOV value; no age restriction. Other valuation terms are per expiring. • Newly acquired vehicles covered up to \$1,000,000 per unit. Values over this must be reported to company upon acquisition. • Personal effects of \$1,000 per person and \$10,000 per occurrence in a vehicle not subject to a special deductible (policy deductible applies).

Inland Marine Coverage - Continued

	Present Coverage	Proposed Coverage
Policy Auditable:	<ul style="list-style-type: none"> Coverage included for permanently installed communication equipment included in value of auto. Mobile equipment can be covered under a separate CE form for additional premium. <p>Yes</p>	<ul style="list-style-type: none"> Coverage included for permanently installed communication equipment included in value of auto. Mobile equipment can be covered under a separate CE form for additional premium. <p>Yes</p>
Binding Conditions:	No Longer Applicable	See Binding Requirements Recap Page

See Disclaimer Page for Important Notices and Acknowledgment

Line of Coverage

Cyber Liability Coverage

	Present Coverage	Proposed Coverage
INSURANCE COMPANY:	Obsidian Specialty Insurance Company	Obsidian Specialty Insurance Company
A.M. BEST RATING:	A (Excellent), Financial Size Category: VIII (\$50 Million to \$100 Million)	A- (Excellent), Financial Size Category: VII (\$50 Million to \$100 Million) as of December 27, 2023
STANDARD & POOR'S RATING:	Not Rated	Not Rated
CALIFORNIA STATUS:	Non-Admitted	Non-Admitted
POLICY/COVERAGE TERM:	July 1, 2023 to July 1, 2024	July 1, 2024 to July 1, 2025
Coverage Form:	Cowbell Cyber Risk Insurance Policy – Prime 250 Prime 250 - PRIME 250 001 10 20 – Claims Made & Reported	Cowbell Cyber Risk Insurance Policy – Prime 250 Prime 250 - PRIME 250 001 10 20 – Claims Made & Reported
Limits:	\$ 1,000,000 Aggregate Limit	\$ 1,000,000 Aggregate Limit
First Party Expense:		
Cowbell Breach Fund	\$ 1,000,000	\$ 1,000,000
Data Restoration	\$ 1,000,000	\$ 1,000,000
Extortion Costs	\$ 1,000,000	\$ 1,000,000
Business Impersonation Costs	\$ 1,000,000	\$ 1,000,000
Reputational Harm Expense	\$ 500,000	\$ 500,000
First Party Loss:		
Business Interruption Loss	\$ 1,000,000	\$ 1,000,000
Contingent Business Interruption Loss	\$ 1,000,000	\$ 1,000,000
System Failure	\$ 1,000,000	\$ 1,000,000

Cyber Liability Coverage - Continued

	Present Coverage	Proposed Coverage
Limits – Continued:		
Cyber Crime Loss	\$ 250,000	\$ 250,000
Bricking Costs	\$ 1,000,000	\$ 1,000,000
Criminal Reward Costs	\$ 100,000	\$ 100,000
Liability Expense		
Liability Costs	\$ 1,000,000	\$ 1,000,000
PCI Costs	\$ 1,000,000	\$ 1,000,000
Regulatory Costs	\$ 1,000,000	\$ 1,000,000
Deductible:	\$ 50,000	\$ 50,000
	8 Hours Waiting Period Except	8 Hours Waiting Period Except
	12 Hours Waiting Period for Reputational Harm Expense	12 Hours Waiting Period for Reputational Harm Expense
	N/A Criminal Reward Costs	N/A Criminal Reward Costs
Retroactive Date:	<ul style="list-style-type: none"> • Full Prior Acts; • July 1, 2021 Apply to Reputational Harm Expense 	<ul style="list-style-type: none"> • Full Prior Acts; • July 1, 2021 Apply to Reputational Harm Expense
Defense Inside/Outside the Limit:	Inside the Limit	Inside the Limit
Who has the Duty to Defend:	Insurer	Insurer

Cyber Liability Coverage - Continued

Endorsement & Exclusions:
(including but not limited to)

Present Coverage	Proposed Coverage
<ul style="list-style-type: none"> • Notice to Policyholders - OFAC • Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure • Service of Process • California Consumer Privacy Act <ul style="list-style-type: none"> ○ \$1,000,000 Limit ○ \$50,000 Deductible ○ Full Prior Acts • General Data Protection Regulation <ul style="list-style-type: none"> ○ \$1,000,000 Limit ○ \$50,000 Deductible ○ Full Prior Acts • Media Liability <ul style="list-style-type: none"> ○ \$1,000,000 Limit ○ \$50,000 Deductible ○ Full Prior Acts • BIPA Exclusion Endorsement • Disclosure Pursuant to Terrorism Risk Insurance Act • Cap on Losses from Certified Acts of Terrorism • Trade or Economic Sanctions Exclusion Endorsement • Amend Cooperation Clause -- 80% • Blanket Additional Insured • Cyber Terrorism Amendatory Endorsement • Ransom Event Sublimit Endorsement <ul style="list-style-type: none"> ○ \$250,000 Limit ○ \$50,000 Deductible 	<ul style="list-style-type: none"> • Notice to Policyholders - OFAC • Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure • Service of Process • California Consumer Privacy Act <ul style="list-style-type: none"> ○ \$1,000,000 Limit ○ \$50,000 Deductible ○ Full Prior Acts • General Data Protection Regulation <ul style="list-style-type: none"> ○ \$1,000,000 Limit ○ \$50,000 Deductible ○ Full Prior Acts • Media Liability <ul style="list-style-type: none"> ○ \$1,000,000 Limit ○ \$50,000 Deductible ○ Full Prior Acts • BIPA Exclusion Endorsement • Disclosure Pursuant to Terrorism Risk Insurance Act • Cap on Losses from Certified Acts of Terrorism • Trade or Economic Sanctions Exclusion Endorsement • Amend Cooperation Clause -- 80% • Blanket Additional Insured • Amended Cyber Event Amendatory Endorsement • Ransom/Extortion Event Sublimit Endorsement <ul style="list-style-type: none"> ○ \$250,000 Limit ○ \$50,000 Deductible

Cyber Liability Coverage - Continued

	Present Coverage	Proposed Coverage
Endorsement & Exclusions: (including but not limited to) Continued:		<ul style="list-style-type: none"> • WAR Exclusion Endorsement • Additional Cowbell Breach Fund Costs
Total Cost Including TRIA:	\$ 22,913.00 Policy Premium \$ Included TRIA Premium \$ 1,050.00 Company Fee \$ 784.28 Surplus Lines Tax & Fee (\$ 2,291.20) Commission Rebate \$ 23,355.98 Total Cost	\$ 29,509.00 Policy Premium \$ Included TRIA Premium \$ 1,050.00 Company Fee \$ 962.24 Surplus Lines Tax & Fee (\$ 2,950.09) Commission Rebate \$ 28,570.34 Total Cost
Minimum Earned Premium:	Not Applicable	Not Applicable
Extended Reporting Period:	<ul style="list-style-type: none"> • 12 Months at an additional 75% of premium • 24 Months at an additional 125% of premium • 36 Months at an additional 150% of premium 	<ul style="list-style-type: none"> • 12 Months at an additional 75% of premium • 24 Months at an additional 125% of premium • 36 Months at an additional 150% of premium
Quote Valid Until:	No Longer Applicable	July 1, 2024
Policy Auditable:	Not Auditable	Not Auditable
Binding Conditions/ Subjectivities:	No Longer Applicable	<ol style="list-style-type: none"> 1. Please provide the contact information. 2. Cowbell Renewal Application signed and dated within 60 days of effective date. 3. Implement MFA FULLY on (1) Company email, (2) Remote Network Access (3) Critical Systems Access (4) Cloud Application Access (5) Admin Accounts in order to remove the Ransomware/ Extortion Threat Sublimit Endorsement.

Cyber Liability Coverage - Continued

	Present Coverage	Proposed Coverage
Binding Conditions/ Subjectivities - continued:		4. Maintain a monthly (or mor frequent) update to critical IT systems and applications in order to remove the Extortion Threat Sublimit Endorsement.

See Disclaimer Page for Important Notices and Acknowledgment

Line of Coverage

Crime Coverage

	Present Coverage	Pending Coverage Quote
INSURANCE COMPANY:	National Union Fire Insurance Company of Pittsburgh, Pa.	National Union Fire Insurance Company of Pittsburgh, Pa.
A.M. BEST RATING:	A (Excellent), Financial Size Category: XV (\$2 Billion or greater)	A (Excellent), Financial Size Category: XV (\$2 Billion or greater) as of January 26, 2024
STANDARD & POOR'S RATING:	A+ (Strong)	A+ (Strong) as of May 22, 2024
CALIFORNIA STATUS:	Admitted	Admitted
POLICY/COVERAGE TERM:	July 1, 2023 to July 1, 2024	July 1, 2024 to July 1, 2025
Coverage Form:	Government Crime Policy - CR 00 26 05 06 - Discovery Form	Government Crime Policy - CR 00 26 05 06 - Discovery Form
Limits:		
Employee Theft – Per Loss Coverage – including Faithful Performance of Duty	\$ 3,000,000	\$ 3,000,000
Forgery or Alteration – including Credit, Debit, or Charge Card Forgery	Included	Included
Inside the Premises – Theft of Money and Securities	Included	Included
Inside the Premises -Robbery or Safe Burglary of Other Property	Included	Included
Outside the Premises	Included	Included
Computer Fraud	Included	Included
Funds Transfer Fraud	Included	Included
Money Orders and Counterfeit Money	Included	Included
Deductible:	\$ 2,500	\$ 2,500

Crime Coverage - Continued

Endorsement & Exclusions:
 (including but not limited to)

Present Coverage	Pending Coverage Quote
<ul style="list-style-type: none"> • California Changes • Additional Named Insured - Identifies individual member limit and deductible • Omnibus Named Insured • Add Faithful Performance of Duty Coverage for Government Employee - Employee Theft Per Loss Limit • Cancellation of Policy Amended – 120 Days • Bonded Employees Exclusion Deleted • Include Volunteer Workers as Employees • Include Specified Non-Compensated Officers as Employees – All • Add Credit, Debit or Charge Card Forgery • Include Chairperson and Members of Specified Committees - All • Include Designated Persons or Classes of Persons as Employees - Any Directors or Trustees of any of those named as insured; Any board members of any of those named as insured, any elected or appointed officials • Include Treasurers or Tax Collectors as Employees - Any Treasurers or Tax Collectors of Any of Those Names as Insured • Expenses Incurred to Establish Amount of Covered Loss - \$75,000 Sub-limit • Amended Third Party Coverage - Loss of or damage to 'Client Property' – Sublimit \$250,000 with \$25,000 Deductible 	<ul style="list-style-type: none"> • California Changes • Additional Named Insured - Identifies individual member limit and deductible • Omnibus Named Insured • Add Faithful Performance of Duty Coverage for Government Employee - Employee Theft Per Loss Limit • Cancellation of Policy Amended – 120 Days • Bonded Employees Exclusion Deleted • Include Volunteer Workers as Employees • Include Specified Non-Compensated Officers as Employees – All • Add Credit, Debit or Charge Card Forgery • Include Chairperson and Members of Specified Committees - All • Include Designated Persons or Classes of Persons as Employees - Any Directors or Trustees of any of those named as insured; Any board members of any of those named as insured, any elected or appointed officials • Include Treasurers or Tax Collectors as Employees - Any Treasurers or Tax Collectors of Any of Those Names as Insured • Expenses Incurred to Establish Amount of Covered Loss - \$75,000 Sub-limit • Amended Third Party Coverage - Loss of or damage to 'Client Property' – Sublimit \$250,000 with \$25,000 Deductible

Crime Coverage - Continued

	Present Coverage	Pending Coverage Quote
<p>Endorsement & Exclusions - Continued: (including but not limited to)</p>	<ul style="list-style-type: none"> • Employee Post Termination Coverage – 90 Days • Blanket Joint Loss Payee Endorsement - Where legally Permissible • Cancellation Amendatory (Return Pro Rata) • Include Leased Workers as Employees • Notice of Claim (Reporting by E-Mail) • Vendor Theft Coverage Endorsement - \$1,000,000 Limit excess of vendor insurance policy limit (\$500,000 minimum) required by contract. Coverage not applicable if crime insurance is not required in a written agreement. • Conditions Amended - Subrogation of Faithful Performance of Duty Claims • Economic Sanctions Endorsement (excludes loss payments in violation of economic or trade sanctions) • Impersonation Fraud Coverage Endorsement – Sub-limit \$250,000 with \$25,000 Deductible – Does not apply to any losses prior to 7/1/2015 • Revision of Discovery and Prior Theft or Dishonesty - \$25,000 Sub-Limit, Risk Management Department or other department designated to handle insurance matters for the named insured. • Exclusion – Unauthorized disclosure of confidential information 	<ul style="list-style-type: none"> • Employee Post Termination Coverage – 90 Days • Blanket Joint Loss Payee Endorsement - Where legally Permissible • Cancellation Amendatory (Return Pro Rata) • Include Leased Workers as Employees • Notice of Claim (Reporting by E-Mail) • Vendor Theft Coverage Endorsement - \$1,000,000 Limit excess of vendor insurance policy limit (\$500,000 minimum) required by contract. Coverage not applicable if crime insurance is not required in a written agreement. • Conditions Amended - Subrogation of Faithful Performance of Duty Claims • Economic Sanctions Endorsement (excludes loss payments in violation of economic or trade sanctions) • Impersonation Fraud Coverage Endorsement – Sub-limit \$250,000 with \$25,000 Deductible – Does not apply to any losses prior to 7/1/2015 • Revision of Discovery and Prior Theft or Dishonesty - \$25,000 Sub-Limit, Risk Management Department or other department designated to handle insurance matters for the named insured. • Exclusion – Unauthorized disclosure of confidential information

Crime Coverage - Continued

	Present Coverage	Pending Coverage Quote
Endorsement & Exclusions - Continued: (including but not limited to)	<ul style="list-style-type: none"> • Exclusion – Governmental Action • Exclusion – Indirect of Consequential Loss • Exclusion – Protected Information (Carveback) • Exclusion – Legal Fees and Expenses • Exclusion – Nuclear Hazard • Exclusion – Pollution • Exclusion – War and Military Action • Exclusion – Inventory Shortages • Exclusion – Trading Losses • Exclusion – Accounting or Arithmetical Errors or Omissions • Exclusion – Exchanges or Purchases • Exclusion – Fire • Exclusion – Money Operated Devices • Exclusion – Motor Vehicles or Equipment and Accessories • Exclusion – Transfer or Surrender of Property • Exclusion – Vandalism • Exclusion – Voluntary Party of Title to Possession of Property • Cyberextortion (Resulting Directly) 	<ul style="list-style-type: none"> • Exclusion – Governmental Action • Exclusion – Indirect of Consequential Loss • Exclusion – Protected Information (Carveback) • Exclusion – Legal Fees and Expenses • Exclusion – Nuclear Hazard • Exclusion – Pollution • Exclusion – War and Military Action • Exclusion – Inventory Shortages • Exclusion – Trading Losses • Exclusion – Accounting or Arithmetical Errors or Omissions • Exclusion – Exchanges or Purchases • Exclusion – Fire • Exclusion – Money Operated Devices • Exclusion – Motor Vehicles or Equipment and Accessories • Exclusion – Transfer or Surrender of Property • Exclusion – Vandalism • Exclusion – Voluntary Party of Title to Possession of Property • Cyberextortion (Resulting Directly)
Total Cost Excluding TRIA:	\$ 3,896.00	\$ 4,087.00
Total Cost Including TRIA:	Not Applicable	Not Applicable
Minimum Earned Premium:	Not Applicable	Not Applicable

Crime Coverage - Continued

	Present Coverage	Pending Coverage Quote
Quote Valid Until:	No Longer Applicable	July 1, 2024
Binding Conditions:	No Longer Applicable	See Binding Requirements Recap Page

See Disclaimer Page for Important Notices and Acknowledgment

Line of Coverage

Pollution Liability Coverage

	Present Coverage	Pending Coverage Quote
INSURANCE COMPANY:	Indian Harbor Insurance Company	Indian Harbor Insurance Company
A.M. BEST RATING:	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater)	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of September 7/2023
STANDARD & POOR'S RATING:	AA- (Very Strong)	AA- (Very Strong) as of March 7, 2024
CALIFORNIA STATUS:	Non-Admitted	Non-Admitted
POLICY/COVERAGE TERM:	July 1, 2023 to July 1, 2024	July 1, 2024 to July 1, 2025
Coverage Form:	Pollution And Remediation Legal Liability Policy - EVPRLCP 0820 - Claims Made and Reported	Pollution And Remediation Legal Liability Policy - EVPRLCP 0820 - Claims Made and Reported
Retroactive Date:	July 1, 2018	July 1, 2018
Limits:		
Policy Aggregate Limit of Liability	\$ 1,000,000	\$ 1,000,000
Your Location Coverage		
Each Pollution Condition	\$ 1,000,000	\$ 1,000,000
Aggregate Limit of Liability	\$ 1,000,000	\$ 1,000,000
Emergency Remediation Expense Coverage		
Each Pollution Condition	\$ 500,000	\$ 500,000
Aggregate Limit of Liability	\$ 500,000	\$ 500,000
Contingent Transportation Coverage		
Each Pollution Condition	\$ 1,000,000	\$ 1,000,000
Aggregate Limit of Liability	\$ 1,000,000	\$ 1,000,000

Pollution Liability Coverage - Continued

	Present Coverage	Pending Coverage Quote
Limits - Continued:		
Legionella Coverage		
Each Pollution Condition	\$ 1,000,000	\$ 1,000,000
Aggregate Limit of Liability	\$ 1,000,000	\$ 1,000,000
Legal Expense in Addition to the Limits of Liability	Not Included	Not Included
Self-Insured Retention:		
	\$ 25,000 except	\$ 25,000 except
	\$ 50,000 for Legionella	\$ 50,000 for Legionella
Defense Inside/Outside the Limit:		
	Inside the Limit	Inside the Limit
Who has the Duty to Defend:		
	Insurer	Insurer
Endorsement & Exclusions: (including but not limited to)		
	<ul style="list-style-type: none"> • Important Information to Policyholders - California • Privacy Policy • Notice To Policyholders - Fraud Notice • U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") • California Surplus Lines Notice • In Witness - Indian Harbor Insurance Company • Your Location(s) Schedule Including Request For Additional Your Location(s) • Material Change In Use Or Operations Exclusion Modification Endorsement • Insuring Agreements Section Amendment • Legionella Coverage 	<ul style="list-style-type: none"> • Important Information to Policyholders - California • Privacy Policy • Notice To Policyholders - Fraud Notice • U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") • California Surplus Lines Notice • In Witness - Indian Harbor Insurance Company • Your Location(s) Schedule Including Request For Additional Your Location(s) • Insuring Agreements Section Amendment • Legionella Coverage • Additional Coverages For Municipalities

Pollution Liability Coverage - Continued

	Present Coverage	Pending Coverage Quote
Endorsement & Exclusions - Continued: (including but not limited to)	<ul style="list-style-type: none"> • Additional Coverages For Municipalities • Pollution Condition Exclusion For Multiple Your Locations • Service Of Process • Exclusion of Certified Acts of Terrorism and Terrorism Committed Outside of the United States (if rejected) 	<ul style="list-style-type: none"> • Pollution Condition Exclusion For Multiple Your Locations • Site Development and Construction Activities Exclusion • Service Of Process • Exclusion of Certified Acts of Terrorism and Terrorism Committed Outside of the United States (if rejected) • Coverage for Certified Acts of Terrorism, Subject to Cap and Coverage For other Acts of Terrorism Committed Within The United States (if accepted)
Total Cost Including TRIA:	\$ 19,466.00 Premium \$ 389.32 TRIA Premium (2%) \$ 595.66 CA Surplus Lines Taxes (3%) \$ 35.74 CA Stamping Fees (0.18%) \$ 20,486.72 Total Cost	\$ 19,855.00 Premium \$ 397.10 TRIA Premium (2%) \$ 607.56 CA Surplus Lines Taxes (3%) \$ 36.45 CA Stamping Fees (0.18%) \$ 20,896.01 Total Cost
Total Cost Excluding TRIA:	Not Applicable	\$ 19,855.00 Premium \$ 595.65 CA Surplus Lines Taxes (3%) \$ 35.73 CA Stamping Fees (0.18%) \$ 20,486.39 Total Cost
Minimum Earned Premium:	25%	25%
Extended Reporting Period:	365 Days @ 100% of the total premium	365 Days @ 100% of the total premium
Quote Valid Until:	No Longer Applicable	July 1, 2024

Pollution Liability Coverage - Continued

	Present Coverage	Pending Coverage Quote
Policy Auditable:	Not Auditable	Not Auditable
Binding Conditions:	No Longer Applicable	See Binding Requirements Recap Page

CLAIMS REPORTING NOTICE
PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY
STRICT CLAIM REPORTING PROCEDURES.

Attached please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

See Disclaimer Page for Important Notices and Acknowledgment

Line of Coverage

Drone & Hull Liability Coverage

	Present Coverage	Proposed Coverage
INSURANCE COMPANY:	<ul style="list-style-type: none"> American Alternative Insurance Corporation – 69.24% National Indemnity Company – 18.39% Tokio Marine America Insurance Company – 12.37% 	<ul style="list-style-type: none"> American Alternative Insurance Corporation – 69.24% National Indemnity Company – 18.39% Tokio Marine America Insurance Company – 12.37%
A.M. BEST RATING:	<ul style="list-style-type: none"> A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of July 27, 2022 A++ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of February 3, 2023 A++ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of September 9, 2022 	<ul style="list-style-type: none"> A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of April 15, 2024 A++ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of February 26, 2024 A++ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of February 26, 2024
STANDARD & POOR’S RATING:	<ul style="list-style-type: none"> AA- (Very Strong) as of April 25, 2023 AA+ (Very Strong) as of September 29, 2022 A+ (Strong) as of February 20, 2023 	<ul style="list-style-type: none"> AA- (Very Strong) as of July 13, 2023 AA+ (Very Strong) as of March 28, 2024 A+ (Strong) as of September 27, 2023
CALIFORNIA STATUS:	Admitted	Admitted
POLICY/COVERAGE TERM:	July 1, 2023 to July 1, 2024	July 1, 2024 to July 1, 2025
Coverage Form:	Aviation Insurance Policy Unmanned Aircraft Systems (UAS Policy Form)	Aviation Insurance Policy Unmanned Aircraft Systems (UAS Policy Form)
Limits:		
Liability - Each Occurrence	\$ 1,000,000	\$ 1,000,000
Personal And Advertising Injury	\$ 1,000,000	\$ 1,000,000
Aggregate Limit		
Medical Expenses	\$ 5,000	\$ 5,000
Hull (Physical Damage)	\$ 18,246 Total	\$ 18,246 Total

Drone & Hull Liability Coverage - Continued

	Present Coverage	Proposed Coverage
Limit – Continued:		
Passenger Liability	Excluded	Excluded
Passenger War Liability	Included	Included
Third Party War Limit	\$ 1,000,000 Aggregate	\$ 1,000,000 Aggregate
Non-Owned Liability - Each Occurrence for Any Unmanned Aircraft System That Does Not Exceed 55lbs In Weight	\$ 1,000,000	\$ 1,000,000
Deductible:		
In Motion	5%	10%
Not in Motion	5%	10%
Defense Inside/Outside the Limit:	Outside the Limit	Outside the Limit
Who has the Duty to Defend:	Insurer	Insurer
Endorsement & Exclusions: (including but not limited to)	<ul style="list-style-type: none"> • Electronic Data Event Liability Exclusion • Additional Insured • Amendment of Defined Terms • Electronic Date Recognition Exclusion Limited Coverage Endorsement • Liability For Sale Of Unmanned Aircraft Systems, Parts Or Services • Premises Coverage • Fire Legal Liability - \$100,000 each occurrence • Expanded Contractual Liability Endorsement • TRIA Disclosure • California Changes 	<ul style="list-style-type: none"> • Electronic Data Event Liability Exclusion • Additional Insured • Amendment of Defined Terms • Electronic Date Recognition Exclusion Limited Coverage Endorsement • Liability For Sale Of Unmanned Aircraft Systems, Parts Or Services • Premises Coverage • Fire Legal Liability - \$100,000 each occurrence • Expanded Contractual Liability Endorsement • TRIA Disclosure • California Changes

Drone & Hull Liability Coverage - Continued

	Present Coverage	Proposed Coverage
Endorsement & Exclusions - Continued: (including but not limited to)	<ul style="list-style-type: none"> State Amendatory Endorsement and Disclosure notice included as required. 	<ul style="list-style-type: none"> State Amendatory Endorsement and Disclosure notice included as required.
Total Cost Excluding TRIA:	Not Applicable	Not Applicable
Total Cost Including TRIA:	\$ 3,031.00 Premium <u>Included TRIA Premium</u> \$ 3,031.00 Total Cost (5 units)	\$ 3,264.00 Premium <u>Included TRIA Premium</u> \$ 3,264.00 Total Cost (6 units)
Minimum Earned Premium:	Not Applicable	Not Applicable
Quote Valid Until:	No Longer Applicable	July 1, 2024
Conditions:	<ul style="list-style-type: none"> Approved Pilots for Scheduled Aircraft: The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the Named Insured and appropriately licensed for the flight being conducted. This proposal does not apply to the extent that trade or economic sanctions or other laws or regulations prohibits Global Aerospace from offering or providing insurance. To the extent any such prohibitions apply, this policy is void ab initio. 	<ul style="list-style-type: none"> Approved Pilots for Scheduled Aircraft: The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the Named Insured and appropriately licensed for the flight being conducted. This quotation does not apply to the extent that trade or economic sanctions or other laws or regulations prohibits Global Aerospace from offering or providing insurance. To the extent any such prohibitions apply, this policy is void ab initio.

Drone & Hull Liability Coverage - Continued

	Present Coverage	Proposed Coverage
Conditions - Continued:	<ul style="list-style-type: none"> • Single Limit Body Injury and Property Damage Liability: Also includes Liability arising from: <ul style="list-style-type: none"> ○ occasioned by or in consequence of war hi-jacking and other perils ○ the operation of UAS you rent/lease/borrow for periods of less than 30 days ○ UAS operated on your behalf by others 	
Policy Auditable:	No	No
Binding Conditions:	No Longer Applicable	See Binding Requirements Recap Page

Year, Make and Model	FAA Number	Insured Value (100%)
DJI INSPIRE 2, 2017	FA3APXYFX	\$1,980
DJI INNOVATIONS PHANTOM 4 PRO 2017	FA3APXX7C4	\$1,800
DJI INNOVATIONS PHANTOM 4 PRO V2.0 2021	FA3KWXH9NN	\$2,745
DJI INNOVATIONS PHANTOM 4 PRO V2.0 2021	FA3KWXEELX	\$2,745
SKYDIO 2, 2021	FA33CTF7CF	\$2,500
DJI MAVIC 3 ENTERPRISE, 2023	FA3KXPKYXE	\$5,500

See Disclaimer Page for Important Notices and Acknowledgment

Premium Summary

Coverage	Carrier	Agency / Direct	Premium*	Payment Plan
ANML Excess Liability – \$10M	Great American / StarStone	Agency	\$659,846.45	Annual
Excess Liability Coverage - \$5M xs \$10M	StarStone Specialty Insurance Company	Agency	\$161,022.71	Annual
Excess Liability Coverage - \$10M xs \$15M	Gemini Insurance Company	Agency	\$143,856.11	Annual
Excess Workers Compensation and Employers Liability	Arch Insurance Company	Agency	\$105,075.00	Annual
Property	APIP/ Schedule of Carriers TBD	Agency	\$659,587.79	Annual
Inland Marine	The Hanover Insurance Company	Agency	\$ 33,966.00	Annual
Cyber Liability	Obsidian Specialty Insurance Company	Agency	\$ 28,570.34	Annual
Crime	National Union Fire Insurance Company of Pittsburgh, Pa.	Agency	\$ 4,087.00	Annual
Pollution Liability	Indian Harbor Insurance Company	Agency	\$ 20,896.01	Annual
Drone & Hull Liability	<ul style="list-style-type: none"> • American Alternative Insurance Corporation • National Indemnity Company • Tokio Marine America Insurance Company 	Agency	\$ 4,087.00	Annual
Total Annual Premium			\$1,820,171.41	

*Includes TRIA premium, Surplus Lines Taxes and Fees

Payment Terms

- Premium is due within 30 days of policy inception

Options

- None

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Other Disclosures / Disclaimers - Continued

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

Optional Coverages – Continued

Other Coverage Options

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Business Income/Extra Expense
- Earthquake
- Employed Lawyers
- Employee Benefits Liability
- Equipment Breakdown
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Network Security / Privacy Liability and Internet Media Liability
- Non-Owned & Hired Automobile Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property in Transit
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers Compensation & Employers Liability
- Workplace Violence

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<https://consumers.ambest.com/content.aspx?rec=261613>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

Binding Requirements Recap

Below is a recap by Line of Coverage. **ALL** coverage(s) require the following:

- A written request to bind coverage
- All Surplus Lines Taxes/Fees are Fully Earned (only applies to a non-admitted carrier)

Coverage Line and Description of Subjectivity(ies)	Effective Date
ANML Excess Liability – \$10M <ul style="list-style-type: none"> • None 	July 1, 2024
Excess Liability - \$5M xs \$10M <ul style="list-style-type: none"> • Completed Terrorism Notice accepting or rejecting coverage 	July 1, 2024
Excess Liability Coverage - \$10M xs \$15M <ul style="list-style-type: none"> • Completed Terrorism Notice accepting or rejecting coverage 	July 1, 2024
Excess Workers Compensation and Employers Liability <ul style="list-style-type: none"> • None 	July 1, 2024
Property <ul style="list-style-type: none"> • Request to Bind Coverage • Signed Surplus Lines Disclosure Notice • Signed APIP Claims Reporting Acknowledgement Receipt Form 	July 1, 2024
Inland Marine <ul style="list-style-type: none"> • None 	July 1, 2024

Binding Requirements Recap – Continued

Coverage Line and Description of Subjectivity(ies)	Effective Date
<p>Cyber Liability</p> <ul style="list-style-type: none"> • Please provide the intended contact information for this policy. • Cowbell Renewal Application signed and dated within 60 days of the effective date. • Implement MFA fully on (1) Company Email, (2) Remote Network Access, (3) Critical System Access, (4) Cloud Application Access, and (5) Admin Accounts. Once we receive confirmation this has been implemented, we can remove the Ransomware/ Extortion Threat Sublimit Endorsement. • Maintain a monthly (or more frequent) update to critical IT systems and applications in order to remove the Extortion Threat Sublimit Endorsement. 	<p>July 1, 2024</p>
<p>Crime</p> <ul style="list-style-type: none"> • Signed Request to Bind Coverage 	<p>July 1, 2024</p>
<p>Pollution Liability</p> <ul style="list-style-type: none"> • None 	<p>July 1, 2024</p>
<p>Drone & Hull Liability</p> <ul style="list-style-type: none"> • None 	<p>July 1, 2024</p>

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind coverage prior to our receipt and underwriting acceptance of the above information. However, if we do bind coverage prior to such acceptance, the terms and conditions as indicated above may be amended until such receipt and acceptance. Any agreement to bind coverage in connection with this proposal must be in writing from an authorized employee of the Insurer.

Request to Bind Coverage

Marin Municipal Water District

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
ANML Excess Liability – \$10M	<input type="checkbox"/>
Excess Liability Coverage - \$5M excess \$10M	<input type="checkbox"/>
Excess Liability Coverage - \$10M excess \$15M	<input type="checkbox"/>
Excess Workers Compensation and Employers Liability	<input type="checkbox"/>
Property	<input type="checkbox"/>
Inland Marine	<input type="checkbox"/>
Cyber Liability	<input type="checkbox"/>
Crime	<input type="checkbox"/>
Pollution Liability	<input type="checkbox"/>
Drone & Hull Liability	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative

Date

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.



STAFF REPORT

Meeting Type: Board of Directors
Title: Amendments to BFFIP Contracts No. 1967 and No. 1948
From: Shaun Horne, Director of Watershed Resources
Through: Ben Horenstein, General Manager
Meeting Date: July 2, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve Amendment No. 3 to Contract No. 1948 with Forester and Kroeger and Amendment No. 2 to Contract No. 1967 with Bay Area Tree Services

SUMMARY: The District utilizes contractors to assist with the implementation of the Biodiversity, Fire, and Fuels Integrated Plan (BFFIP) on the watershed. On June 6, 2021 the District entered into Contract No. 1948 for Fuelbreak Maintenance and Invasive Management (“Contract”) with Forester and Kroeger, which had a contract end date of June 30, 2023, and was subsequently extended to June 30, 2024. On January 4, 2022 the District and the Contractor entered into Contract No. 1967 for ‘Forestry Services’ (“Contract”) with Bay Area Tree Services, which had a contract end date of June 30, 2023, which was subsequently extended to June 30, 2024. Section 1.5 of Contract No. 1967 and Contract No. 1948 gives the District an option to extend the contracts in one (1) year increments for up to an additional two years. To support the ongoing implementation of the BFFIP, staff with the Watershed Committee referral is requesting approval of the contract extensions for one additional year per the contract terms.

DISCUSSION: Over the past three years Bay Area Tree Specialists and Forester and Kroeger have assisted the District with the implementation of the District’s Biodiversity, Fire, and Fuels Integrated Plan (BFFIP) to reduce wildfire hazards and to maintain and enhance ecosystem function on watershed lands. Vegetation management under the BFFIP aims to reduce fuel loads, maintain fuelbreak infrastructure, preserve defensible space, reduce invasive weed species and enhance biodiversity. Vegetation management is conducted continuously throughout the year with the chief goal of reducing fuel loads and maintaining the watershed’s biological diversity.

On June 6, 2021, the District entered into Contract No. 1948 for Fuelbreak Maintenance and Invasive Management with Forester and Kroeger, which had a contract end date of June 30, 2022. On January 27, 2023, the District Board of Directors authorized Amendment No. 1, which corrected the contract completion date to June 30, 2023 to match the bid sheet. Amendment No. 2, approved by the District

Board of Directors on June 6th, 2023, extended the contract completion date to June 30, 2024. The current Amendment No. 3 would extend the contract for one final year to June 30, 2025.

On January 4, 2022, the District and Bay Area Tree Services entered into Contract No. 1967 for 'Forestry Services' to run through June 30, 2023. On June 6, 2023, the District Board of Directors authorized an amendment (Amendment No. 1), which extended the contract completion date to June 30, 2024. The current Amendment No. 2 would extend the contract for one final year to June 30, 2025.

Both contracts are set to expire on June 30, 2024. Due to the District's ongoing need for contractor support and the fact that these contractors have performed exceptionally well over the past years, staff desires to exercise the option to extend their services for one additional year. Per Section 1.5 of the contracts, the District has the option to extend the contracts in one (1) year increments for up to an additional two years. Per Section 1.22 of Contract No. 1967 and Contract No. 1948, the contractor is allowed to escalate the unit prices in accordance with the San Francisco-Oakland-San Jose Consumer Price Index (CPI), which is 2.4%. This will be the final contract extension for Contract NO. 1948 and Contract No. 1967 per the terms of the contract.


ENVIRONMENTAL REVIEW: All work conducted under this contract is directed by Management Actions outlined in the 2019 'Biodiversity Fire and Fuels Integrated Plan' and supporting EIR.

FISCAL IMPACT: Contract No. 1948 will be increased by \$1,008,316 to cover BFFIP FY 2025 costs. Contract No. 1967 will be increased by \$1,054,671 to cover BFFIP FY 2025 costs.

Funds for these contracts will be paid out of a combination of District BFFIP Operations and Capital funding, as well as with a secured Wildlife Conservation Board Grant and Cal Fire Forest Health Grants.

ATTACHMENT(S):

- 1. Amendment No.3, 'Fuelbreak Maintenance', Forester and Kroeger (Contract No. 1948)
- 2. Amendment No.2, 'Forestry Services', Bay Area Tree Specialists (Contract No. 1967)

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed	 Shaun Horne Watershed Resources Director	 Ben Horenstein General Manager

**AMENDMENT NO. 3 TO FUELBREAK MAINTENANCE
AND INVASIVE MANAGEMETN CONTRACT BETWEEN
MARIN MUNICIPAL WATER DISTRICT and FORSTER AND
KROEGER LANDSCAPE MAINTENANCE INC.
(CONTRACT NO. 1948)**

This Contract Amendment ("Amendment No. 3") is entered into by and between Marin Municipal Water District ("District") and Forster and Kroeger Landscape Maintenance Inc. ("Contractor"). For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. On June 6, 2021 the District and the Contractor entered into Contract No. 1948 for Fuelbreak Maintenance and Invasive Management ("Contract") to run through June 30, 2022.
- B. On January 27, 2023, the District Board of Directors authorized an amendment (Amendment No. 1) which corrected the contract completion date to June 30, 2023.
- C. The Contract contains an option for the District to extend the term in one year increments for up to an additional two years. On June 6th, 2023, the District Board of Directors authorized an amendment (Amendment No. 2) which extended the contract completion date to June 30, 2024.
- D. At this time, the Parties desire to execute an amendment ("Amendment No. 3") to the Contract to extend the services of Contractor for one final year term until June 30, 2025.

Section 2. Terms:

- A. Amendment to Contract: This Amendment No. 3 modifies the Contract. Except for the modifications contained herein, all the terms of the Contract shall apply.
- B. Terms:
 - 1. Special Provisions Part 1-General- Paragraph 1.5 entitled "CONTRACT COMPLETION DATE" is amended to read as follows:

Upon the execution of Amendment No. 3 to this Contract, the term shall be extended for one final year and terminate on June 30, 2025 unless otherwise terminated pursuant to Article 46 of the standard specifications.
 - 2. Pursuant to Special Provisions Part 1 – General – Paragraph 1.22 entitled "ESCALATION OF UNIT PRICE", the unit prices will be adjusted effective July 1, 2024 by 2.4% as reflected on Attachment A to this Amendment No. 3, which is incorporated herein and made part of the Contract.

Continues on next page

Executed by the parties as follows:

Dated: _____

Forster & Kroeger

By: _____

Raul Garcia, President

Marin Municipal Water District

Dated: _____

By: _____

Bennett Horenstein, General Manager

Forster & Kroeger Understory Brush/Tree Removal & Mastication Year 4						
	Description	Quantity	Year 3 Rate	CPI Increase	Year 4 Rate	Total
a	Crew Supervisor	3600	62.52	2.40%	\$64.02	\$230,472.00
b	Laborer (Landscape Worker)	13000	52.1	2.40%	\$53.35	\$693,550.00
c	Laborer (Sawyer)	1500	52.1	2.40%	\$53.35	\$80,025.00
d	Chipper, run time	80	26.05	2.40%	\$26.68	\$2,134.40
e	Box Truck	80	26.05	2.40%	\$26.68	\$2,134.40
	Total					\$1,008,315.80

**AMENDMENT NO. 2 TO FORESTRY SERVICES
CONTRACT BETWEEN MARIN MUNICIPAL WATER
DISTRICT and BAY AREA TREE SPECIALIST
(CONTRACT NO. 1967)**

This Contract Amendment ("Amendment No. 2") is entered into by and between Marin Municipal Water District ("District") and Bay Area Tree Specialist ("Contractor"). For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. On January 4, 2022 the District and the Contractor entered into Contract No. 1967 for Forestry Services ("Contract") for a period of two years.
- B. The Contract contains an option for the District to extend the term in one year increments for up to an additional two years.
- C. On June 6th 2023, the District Board of Directors authorized an amendment (Amendment No. 1) which extended the contract completion date to June 30, 2024.
- D. At this time, the Parties desire to execute an amendment ("Amendment No.2") to the Contract to extend the services of Contractor for one final year term until June 30, 2025.

Section 2. Terms:

- A. Amendment to Contract: This Amendment No. 2 modifies the Contract. Except for the modifications contained herein, all the terms of the Contract shall apply.
- B. Terms:
 - 1. Special Provisions Part 1-General- Paragraph 1.5 entitled "CONTRACT COMPLETION DATE" is amended to read as follows:

This contract shall commence upon the execution of Amendment No. 2 and terminate on June 30, 2025 unless otherwise terminated pursuant to Article 46 of the standard specifications.
 - 2. Pursuant to Special Provisions Part 1 – General – Paragraph 1.22 entitled "ESCALATION OF UNIT PRICE", the unit prices will be adjusted effective July 1, 2024 by 2.4% as reflected on Attachment A to this Amendment No. 2, which is incorporated herein and made part of the Contract.

Continued on next page

Executed by the parties as follows:

Dated: _____

Bay Area Tree Specialist

By: _____

Richard Smith, Owner

Marin Municipal Water District

Dated: _____

By: _____

Bennett Horenstein, General Manager

ATTACHMENT A
CN 1967 Amendment No.2 Budget

Bay Area Tree Specialists Forestry, Fuels, & Weeds: FY25 - Year 4 (7/1/24 - 6/30/25)						
	Description	Quantity	Year 3 Rate	CPI Increase	Year 4 Rate	Total
a	Crew Supervisor	840	97.67	2.40%	\$100.01	\$84,008.40
b	Heavy Equipment Operator	1680	100.89	2.40%	\$103.31	\$173,560.80
c	Tree Trimmer	1680	97.67	2.40%	\$100.01	\$168,016.80
d	Ground Person	4200	97.67	2.40%	\$100.01	\$420,042.00
e	Excavator	840	118.06	2.40%	\$120.89	\$101,547.60
f	Skid Steer	840	107.33	2.40%	\$109.91	\$92,324.40
g	Water Buffalo	840	16.1	2.40%	\$16.49	13851.6
h	Mob / Demob	lump sum	1287.91	2.40%	\$1,318.82	\$1,318.82
	Total					\$1,054,670.42



STAFF REPORT

Meeting Type: Board of Directors
Title: Spillway Modifications Alternatives Selection and Design
From: Alex Anaya, Director of Engineering
Through: Ben Horenstein, General Manager
Meeting Date: July 2, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Authorize the General Manager to finalize and execute a professional services agreement with Black and Veatch in the amount of \$1,944,669 with a staff requested contingency of \$300,000, for a total not to exceed amount of \$2,244,669, for the Spillway Modifications Alternatives Selection and Design Project

SUMMARY: The Spillway Modifications Alternatives Selection and Design Project includes work to analyze/design spillway modification alternatives at Seeger (Nicasio), Soulajule, Peters (Kent), and Alpine dams. Based on their subject matter expertise, familiarity with the District’s system, and attention to detail, District staff recommends the District select Black and Veatch to proceed with the Spillway Modifications Alternatives Selection and Design.

DISCUSSION: This item was previously presented at the Operations Committee on June 21, 2024. At the April 30, 2024 Board of Directors Meeting, in order to expeditiously explore the Nicasio spillway raise and analyze three other spillways, the Board directed staff to spin-off the Spillway Modifications projects that were identified through the ongoing Local Storage project work into a separate, focused effort.

While individual spillway modifications cannot satisfy the ultimate goal of providing substantial additional local storage on their own, modifications to the District’s spillways could provide additional storage and could likely be constructed relatively quickly. It is estimated that the addition of permanent gates on the Nicasio spillway may provide upwards of 3,000 acre-feet of additional storage, at a very reasonable cost, making this project quite attractive relative to other water supply enhancement alternatives.

The Spillway Modifications Alternatives Selection and Design contract will evaluate alternatives for spillway modifications at four of the District’s dams: Alpine, Peters (Kent), Seeger (Nicasio), and Soulajule. In particular, Nicasio dam is different from the other three dams in this category because

potential spillway gates were considered in the original design of the dam and spillway. As such, this contract also includes engineering design services for the selected spillway modification alternative at Seeger Dam.

Other ongoing District work will feed in to the spillway modifications alternatives analysis. Staff is in the early stages of a Spillway Capacity Assessment which will provide the underlying hydrologic and hydraulic modeling results needed as a baseline of information to support the alternatives analysis of the potential spillway modifications. Additionally, since 2017, District staff has been progressing on spillway condition assessments, in accordance with the Division of Safety of Dams (DSOD) directives, at Peters (Kent), Seeger (Nicasio), and Soulajule spillways. These assessments will also provide useful information for any spillway modifications proposed at these sites.

The District is proposing to contract with Black and Veatch, with a project team that has over 40 years of experience in the design and construction of major water supply projects with a focus on dam spillways and outlet works. The scope of work includes (i) hydrologic and hydraulic analyses that builds upon work performed as part of the Spillway Capacity Assessment, (ii) alternatives analysis and project optimization of spillway modifications at the four dams, (iii) spillway modification design at Seeger (Nicasio) dam, (iv) DSOD coordination, and (v) grant funding support.

The proposal submitted by Black and Veatch provides a comprehensive approach based on their subject matter expertise, attention to detail, familiarity with the District’s system and recent work on the Spillway Capacity Assessment. District staff recommends the District select Black and Veatch to proceed with the Spillway Modifications Alternatives Selection and Design.

Budget:

Professional Services Agreement: \$1,944,669

Contingency (15%): \$300,000

Total Budget: \$2,244,669

Budget Category: A1A05

The alternatives analysis and design is scheduled to be completed in December 2025.

ENVIRONMENTAL REVIEW: Not Applicable, as this work will be preliminary to any project approval and associated environmental review and analysis.

FISCAL IMPACT: The Spillway Modifications Alternatives Selection and Design is funded in the Fiscal Year 2024/2025 Adopted Capital Budget and is in the five year Capital Improvement Plan. As shown in the table below, the total cost for the agreement with Black and Veatch is \$1,944,669 with a staff requested contingency of \$300,000 for a total not to exceed amount of \$2,244,669.

Task Description	Budget
Task 0 – Project Management and Coordination: This task includes project management activities including day-to-day administration, progress meetings, and technical reviews throughout the duration of the contract.	\$246,962
Task 1 – Data Gathering: This task includes collection and review of hydrologic data, DSOD inspection reports, and hydraulic structures drawings. This task also includes a visit to DSOD’s office to review relevant records and a site visit to the four dam sites.	\$79,151

Task 2 – Hydrologic and Hydraulic Analyses: This task will utilize the hydrologic and hydraulic modeling being performed as part of the Spillway Capacity Assessment to inform the evaluation of the spillway modification alternatives. The analysis will be conducted for up to two proposed spillway modification alternatives for each of the four dams. There will be an evaluation of the upstream and downstream impacts as well as a yield study.	\$212,660
Task 3 – Alternatives Analyses & Project Prioritization: This task includes an assessment and recommendation of a spillway modification alternative for each of the four spillways and a relative ranking of SoulaJule, Kent, and Alpine to allow the District to prioritize and potentially schedule those future improvements.	\$507,962
Task 4 – Spillway Modification Design – Seeger (Nicasio) Dam: This task includes engineering design services for modifications to the spillway at Seeger Dam suitable for bidding and construction. This includes 50%, 90%, and 100% design documents.	\$725,355
Task 5 (OPTIONAL) – Spillway Modification Design – SoulaJule, Kent, & Alpine: This task engineering design services for modifications to the spillways at SoulaJule, Kent, and Alpine dams suitable for bidding and construction. This includes 50%, 90%, and 100% design documents for each project site.	\$0
Task 6 – DSOD Coordination: This task includes communication and coordination with DSOD throughout the Project.	\$111,277
Task 7 – Grant Funding Support: This task includes support for grant identification and application package development.	\$61,302
Professional Services Agreement Total	\$1,944,669
Contingency (15%)	\$300,000
Total Authorized Amount	\$2,244,669

Staff is requesting the Board authorize the General Manager to execute a professional services agreement with Black and Veatch in the amount of \$1,944,669 with a staff requested contingency amount of \$300,000, for a total not to exceed of \$2,244,669, for the Spillway Modifications Alternatives Selection and Design Project.

ATTACHMENT(S): None.

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



STAFF REPORT

Meeting Type: Board of Directors
Title: FY 2025 Pay Schedule for All District Employees
From: Bret Uppendahl, Finance Director
Through: Ben Horenstein, General Manager
Meeting Date: July 2, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Adopt a resolution approving the updated pay schedule effective July 1, 2024 for District Employees to reflect the CPI increase and cost of living adjustments approved by the Board in November 2023

SUMMARY: CalPERS requires that the District adopt a current pay schedule for all District employees. On November 7, 2023, the Board approved a Memorandum of Understanding, Resolution, and Employment Contract amendments providing salary increases for District employees, as explained below.

DISCUSSION: In order to document the cost of living adjustments for FY 2025 as approved by the Board in November 2023, which are in part based on the change in Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area, CalPERS requires the adoption of a current pay schedule for all District employees.

On November 7, 2023, the Board adopted the Memorandum of Understanding (MOU) between Marin Municipal Water District and Service Employees International Union (SEIU) Local 1021, establishing the salaries and other terms and conditions of employment for District employees represented by SEIU 1021. The approved salary adjustment for employees represented by SEIU 1021 is based on the following MOU language:

Effective the first full pay period following July 1, 2024, the District shall provide all classes an increase equivalent to the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area, plus three-quarters of one percent (0.75%).

The general wage increase on July 1, 2024, shall not be less than two percent (2.0%) nor greater than five percent (5.0%).

On November 7, 2023, the Board also adopted Resolution 8760 (Resolution) establishing the terms and conditions of the employment for Unrepresented Employees, which includes Division Directors, Mid-Managers and Confidential Employees. The approved salary adjustment for Unrepresented Employees in the Resolution is based on the following language:

Effective the first full pay period following July 1, 2024, the District shall provide all Unrepresented Classes an increase equivalent to the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area, plus three-quarters of one percent (0.75%). The general wage increase on July 1, 2024, shall not be less than two percent (2.0%) nor greater than five percent (5.0%).

Additionally, the Resolution approved a salary increase equivalent to the reduction in the Employer Paid Member Contribution for Division Directors as stated below.

Division Directors shall receive a 1.25% salary increase to offset the reductions to the Employer Paid Member Contributions. Such salary adjustments shall occur on each of the following dates: (1) November 20, 2023 (2) July 1, 2024, (3) July 1, 2025, and (4) July 1, 2026.

The employment contracts for the General Manager and the General Counsel specify that the base salary, effective the first full pay period following July 1, 2024, shall increase an increase equivalent to the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area. The General Counsel shall also receive a 1.25% salary increase to offset the reductions to the Employer Paid Member Contributions. Such salary adjustments shall occur on each of the following dates: (1) November 20, 2023 (2) July 1, 2024, (3) July 1, 2025, and (4) July 1, 2026.

The change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for the San Francisco-Oakland-Hayward metropolitan area was an increase of 2.6%. Per the approved Memorandum of Understanding, Resolution and Employment Contracts, District employees represented by SEIU 1021 will receive a wage increase of 3.35%, the Unrepresented Employees excluding District Directors will receive a wage increase of 3.35%, Division Directors will receive a wage increase of 4.60%, the General Manager will receive a wage increase of 2.60% and the General Counsel will receive a wage increase of 3.85% effective the first full pay period following July 1, 2024. The FY 2025 Pay Schedule for All District Employees reflecting the wage increase is included.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: The projected costs for the COLA for all District employees, including benefits, is \$1,384,683 and is included in the FY 2025 Budget.

ATTACHMENT(S):

- 1. Proposed Resolution
- 2. FY 2025 Pay Schedule for All District Employees

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

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS APPROVING FY 2025 PAY SCHEDULES INCLUDING COST OF LIVING ADJUSTMENT FOR DISTRICT EMPLOYEES

WHEREAS, on November 7, 2023, the Board of Directors approved a Memorandum of Understanding (MOU) between the Marin Municipal Water District and Service Employees International Union Local 1021 (SEIU 1021), establishing the salaries and other terms and conditions of employment for District employees represented by SEIU 1021 through June 30, 2027; and

WHEREAS, on November 7, 2023, the Board of Directors also adopted Resolution No. 8760 (Resolution) establishing the salaries and other terms and conditions of employment for Unrepresented Employees, including division directors, mid-managers and confidential personnel, through June 30, 2027; and

WHEREAS, the MOU and the Resolution authorize an annual salary increase for the respective employees equivalent to the change in Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area, plus three-quarters of one percent (0.75%) effective the first full pay period following July 1, 2024; and

WHEREAS, the District General Manager and General Counsel are employed pursuant to at-will employment agreements with the District that, upon receiving a satisfactory evaluation by the Board of Directors, authorize the base salary to increase in an amount equivalent to the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area, effective the first full pay period following July 1, 2024; and

WHEREAS, the Resolution and employment agreements authorize Division Directors and the General Counsel to receive 1.25% salary increases to offset the reductions to the District's Employer Paid Member Contributions effective the first full pay period following July 1, 2024; and

WHEREAS, the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for the calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area was an increase of 2.6%; and

WHEREAS, California Code of Regulations Title 2, Section 570.5 requires the annual adoption of a pay schedule for District employees.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby approve implementation of a salary increase of 3.35% for District employees represented by SEIU 1021 and Unrepresented Employees, excluding Division Directors, effective July 1, 2024, based on the previous calendar year change in the Consumer Price Index-U as set forth in the revised pay schedule attached hereto as “Exhibit A” and incorporated herein by this reference.

BE IT RESOLVED, that the Board of Directors does hereby approve implementation of a salary increase of 4.6% for Division Directors, effective July 1, 2024, based on the previous calendar year change in the Consumer Price Index-U as set forth in the revised pay schedule attached hereto as “Exhibit A” and incorporated herein by this reference.

BE IT RESOLVED, that the Board of Directors does hereby approve implementation of a salary increase of 2.6% for the General Manager, effective July 1, 2024, based on the previous calendar year change in the Consumer Price Index-U as set forth in the revised pay schedule attached hereto as “Exhibit A” and incorporated herein by this reference.

BE IT RESOLVED, that the Board of Directors does hereby approve implementation of a salary increase of 3.85% for General Counsel, effective July 1, 2024, based on the previous calendar year change in the Consumer Price Index-U as set forth in the revised pay schedule attached hereto as “Exhibit A” and incorporated herein by this reference.

PASSED AND ADOPTED this 2nd day of July, 2024, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Ranjiv Khush
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

ATTACHMENTS:

Exhibit A: FY 2025 Pay Schedule for All District Employees

Exhibit A

Section 8. Item #e.

**Marin Municipal Water District
All Pay Scales (Monthly)
Effective 7-1-24**

POSITION TITLE	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant I	\$7,340	\$7,709	\$8,093	\$8,497	\$8,924
Accountant II	\$8,307	\$8,773	\$9,224	\$9,702	\$10,172
Accounting Assistant I	\$5,498	\$5,771	\$6,043	\$6,378	\$6,698
Accounting Assistant II	\$6,065	\$6,403	\$6,724	\$7,071	\$7,367
Accounting Assistant III	\$6,459	\$6,735	\$7,126	\$7,442	\$7,773
Accounting Supervisor	\$9,886	\$10,380	\$10,897	\$11,444	\$12,017
Administrative Analyst	\$8,057	\$8,431	\$8,857	\$9,351	\$9,833
Administrative Assistant	\$7,035	\$7,395	\$7,707	\$8,161	\$8,521
Administrative Assistant - Confidential	\$7,214	\$7,586	\$7,902	\$8,366	\$8,737
Administrative/Legal Support Specialist	\$8,057	\$8,431	\$8,857	\$9,351	\$9,833
Aquatic Ecologist	\$9,293	\$9,816	\$10,323	\$10,859	\$11,389
Assistant Engineer	\$9,638	\$10,132	\$10,629	\$11,142	\$11,673
Assistant Engineer - Civil	\$9,638	\$10,132	\$10,629	\$11,142	\$11,673
Assistant Superintendent of Operations	\$13,188	\$13,832	\$14,489	\$15,187	\$15,940
Assistant Superintendent Water Treatment	\$12,821	\$13,458	\$14,134	\$14,839	\$15,581
Assistant Water Resources Specialist	\$9,638	\$10,132	\$10,629	\$11,142	\$11,673
Assistant Utility-Maintenance Worker	\$6,059	\$6,358	\$6,688	\$6,971	\$7,378
Associate Engineer	\$11,141	\$11,670	\$12,234	\$12,836	\$13,457
Associate Engineer - Civil	\$11,141	\$11,670	\$12,234	\$12,836	\$13,457
Associate Water Resources Specialist	\$11,141	\$11,670	\$12,234	\$12,836	\$13,457
Automotive Mechanic I	\$6,428	\$6,700	\$7,089	\$7,405	\$7,734
Automotive Mechanic II	\$7,458	\$7,803	\$8,194	\$8,657	\$9,101
Backflow & Reclamation Specialist	\$7,879	\$8,291	\$8,727	\$9,187	\$9,671
Backflow & Reclamation Supervisor	\$8,903	\$9,399	\$9,891	\$10,395	\$10,900
Board Secretary	\$9,478	\$9,905	\$10,366	\$10,887	\$11,499
Business Systems Analyst Confidential I	\$8,545	\$8,920	\$9,322	\$9,757	\$10,248
Business Systems Analyst Confidential II	\$9,735	\$10,226	\$10,796	\$11,352	\$11,945
Business Systems Analyst Confidential III	\$10,705	\$11,244	\$11,877	\$12,488	\$13,137
Business Systems Analyst I	\$8,545	\$8,920	\$9,322	\$9,757	\$10,248
Business Systems Analyst II	\$9,735	\$10,226	\$10,796	\$11,352	\$11,945
Business Systems Analyst III	\$10,705	\$11,244	\$11,877	\$12,488	\$13,137
Business Systems Support Technician	\$8,057	\$8,431	\$8,857	\$9,351	\$9,833
Chemist I	\$8,152	\$8,537	\$8,968	\$9,470	\$9,959
Chemist II	\$9,305	\$9,828	\$10,335	\$10,867	\$11,396
Chief Mechanic	\$8,621	\$9,103	\$9,578	\$10,071	\$10,557
Communications & Public Affairs Manager	\$14,846	\$15,843	\$16,836	\$17,834	\$18,829
Communications Specialist	\$8,853	\$9,235	\$9,655	\$10,103	\$10,615
Construction Inspection Supervisor	\$11,156	\$11,781	\$12,385	\$13,032	\$13,663
Construction Inspector I	\$8,232	\$8,607	\$9,008	\$9,463	\$9,990
Construction Inspector II	\$9,377	\$9,900	\$10,407	\$10,951	\$11,482
Control Systems Administrator	\$11,330	\$11,899	\$12,492	\$13,117	\$13,774
Control Systems Specialist	\$10,387	\$10,921	\$11,449	\$12,004	\$12,575
Control Systems/Corrosion Control Supervisor	\$11,657	\$12,309	\$12,946	\$13,613	\$14,273
Controls Technician I	\$8,029	\$8,394	\$8,787	\$9,230	\$9,745
Controls Technician II	\$9,064	\$9,574	\$10,067	\$10,590	\$11,106
Corrosion Control Supervisor	\$10,130	\$10,637	\$11,169	\$11,727	\$12,313
Corrosion Control Technician I	\$8,097	\$8,450	\$8,831	\$9,244	\$9,710
Corrosion Control Technician II	\$9,221	\$9,684	\$10,228	\$10,754	\$11,312
Customer Service Field Inspector	\$6,456	\$6,834	\$7,129	\$7,451	\$7,796
Customer Service Manager	\$12,220	\$12,847	\$13,464	\$14,121	\$14,794

Exhibit A

Section 8. Item #e.

**Marin Municipal Water District
All Pay Scales (Monthly)
Effective 7-1-24**

POSITION TITLE	Step 1	Step 2	Step 3	Step 4	Step 5
Customer Service Representative I	\$5,199	\$5,459	\$5,714	\$6,030	\$6,332
Customer Service Representative II	\$6,043	\$6,374	\$6,695	\$7,039	\$7,336
Customer Service Representative III	\$6,456	\$6,834	\$7,129	\$7,451	\$7,796
Customer Service Supervisor	\$9,886	\$10,380	\$10,897	\$11,444	\$12,017
Director of Engineering	\$18,777	\$19,716	\$20,700	\$21,738	\$22,826
Director of Water Resources	\$18,777	\$19,716	\$20,700	\$21,738	\$22,826
Director of Watershed Resources	\$18,777	\$19,716	\$20,700	\$21,738	\$22,826
Distribution System Operator	\$8,706	\$9,084	\$9,496	\$9,937	\$10,438
Distribution System Operator Supervisor	\$10,284	\$10,798	\$11,335	\$11,904	\$12,499
Distribution System Operator Trainee	\$7,916	\$8,256	\$8,633	\$9,033	\$9,491
Ecologist I	\$8,052	\$8,431	\$8,857	\$9,351	\$9,833
Ecologist II	\$9,293	\$9,816	\$10,323	\$10,859	\$11,389
Engineering Aide	\$6,635	\$6,917	\$7,318	\$7,645	\$7,986
Engineering Manager I	\$13,428	\$14,078	\$14,765	\$15,479	\$16,257
Engineering Manager II	\$14,596	\$15,574	\$16,555	\$17,533	\$18,517
Engineering Support Services Manager	\$13,607	\$14,325	\$15,080	\$15,869	\$16,708
Engineering Technician	\$7,602	\$7,941	\$8,294	\$8,682	\$9,120
Engineering Technician - Facilities Designer I	\$7,602	\$7,941	\$8,294	\$8,682	\$9,120
Engineering Technician - Facilities Designer II	\$8,256	\$8,667	\$9,099	\$9,555	\$10,032
Engineering Technician- DevSvc Supervisor	\$8,903	\$9,399	\$9,891	\$10,395	\$10,900
Engineering Technician Supv - Records	\$8,903	\$9,399	\$9,891	\$10,395	\$10,900
Environmental Compliance Specialist	\$9,681	\$10,164	\$10,673	\$11,207	\$11,766
Executive Assistant to the GM	\$9,478	\$9,905	\$10,366	\$10,887	\$11,499
Field Supervisor	\$10,242	\$10,716	\$11,260	\$11,886	\$12,500
Finance Director/Treasurer	\$18,777	\$19,716	\$20,700	\$21,738	\$22,826
Finance Manager	\$14,846	\$15,843	\$16,836	\$17,834	\$18,829
Finance Analyst	\$8,307	\$8,773	\$9,224	\$9,702	\$10,172
Financial Management Analyst	\$11,062	\$11,616	\$12,195	\$12,806	\$13,448
General Counsel	\$23,689	\$23,689	\$23,689	\$23,689	\$23,689
General Manager	\$25,729	\$25,729	\$25,729	\$25,729	\$25,729
Grant Program Coordinator	\$10,149	\$10,685	\$11,246	\$11,836	\$12,460
Heavy Equipment Operator	\$7,730	\$8,078	\$8,455	\$8,881	\$9,380
Human Resources Analyst	\$9,076	\$9,587	\$10,085	\$10,600	\$11,256
Human Resources Manager	\$14,846	\$15,843	\$16,836	\$17,834	\$18,829
Human Resources Technician	\$7,737	\$8,099	\$8,507	\$8,980	\$9,446
Information Systems Analyst I	\$8,545	\$8,920	\$9,322	\$9,757	\$10,248
Information Systems Analyst II	\$9,735	\$10,226	\$10,796	\$11,352	\$11,945
Information Systems Analyst III	\$10,705	\$11,244	\$11,877	\$12,488	\$13,137
Information Systems Analyst Supervisor	\$12,311	\$12,934	\$13,658	\$14,360	\$15,108
Information Technology Manager	\$14,846	\$15,843	\$16,836	\$17,834	\$18,829
Junior Engineer	\$8,267	\$8,677	\$9,167	\$9,644	\$10,139
Laboratory Technician	\$7,661	\$8,021	\$8,426	\$8,898	\$9,361
Land Surveyor	\$9,636	\$10,132	\$10,664	\$11,179	\$11,697
Landscape and Facilities Maint. Coord	\$8,209	\$8,619	\$9,050	\$9,503	\$9,979
Maintenance Crew Leader	\$8,607	\$9,005	\$9,461	\$9,989	\$10,504
Maintenance Worker I	\$6,683	\$6,965	\$7,375	\$7,692	\$8,043
Maintenance Worker II	\$7,376	\$7,693	\$8,045	\$8,423	\$8,847
Mechanical & Electrical Maint Worker I	\$7,281	\$7,590	\$8,031	\$8,385	\$8,762
Mechanical & Electrical Maint Worker II	\$8,157	\$8,508	\$8,892	\$9,308	\$9,775
Mechanical & Electrical Maint Worker III	\$8,538	\$8,927	\$9,342	\$9,813	\$10,363

Exhibit A

Section 8. Item #e.

**Marin Municipal Water District
All Pay Scales (Monthly)
Effective 7-1-24**

POSITION TITLE	Step 1	Step 2	Step 3	Step 4	Step 5
Mechanical & Electrical Maint Worker IV	\$9,523	\$9,963	\$10,468	\$11,054	\$11,623
Mechanical & Electrical Maintenance Plan	\$9,996	\$10,463	\$10,989	\$11,605	\$12,202
Mechanical & Electrical Operations Supv	\$11,330	\$11,899	\$12,492	\$13,117	\$13,774
Meter Operations Supervisor	\$9,886	\$10,380	\$10,897	\$11,444	\$12,017
Meter Reader and Repair Worker I	\$6,143	\$6,507	\$6,785	\$7,092	\$7,423
Meter Reader and Repair Worker II	\$6,904	\$7,306	\$7,623	\$7,969	\$8,340
Meter Service Technician	\$7,879	\$8,291	\$8,727	\$9,187	\$9,671
Natural Resources Program Manager	\$11,395	\$12,036	\$12,653	\$13,317	\$13,962
Natural Resources Technician	\$4,279	\$4,603	\$4,938	\$4,938	\$4,938
Office Assistant II	\$5,534	\$5,803	\$6,086	\$6,374	\$6,731
Operations Director	\$18,777	\$19,716	\$20,700	\$21,738	\$22,826
Park Ranger I	\$6,550	\$6,843	\$7,146	\$7,480	\$7,858
Park Ranger II	\$7,602	\$7,940	\$8,294	\$8,686	\$9,120
Park Ranger Trainee	\$5,955	\$6,224	\$6,503	\$6,827	\$7,096
Payroll Technician	\$7,586	\$7,937	\$8,339	\$8,802	\$9,260
Principal Human Resources Analyst	\$11,212	\$11,842	\$12,458	\$13,094	\$13,900
Program Manager (AMI)	\$11,859	\$12,488	\$13,120	\$13,791	\$14,471
Project Coordinator	\$7,782	\$8,183	\$8,584	\$9,098	\$9,557
Real Property Agent	\$8,917	\$9,421	\$9,906	\$10,417	\$10,922
Safety & Emergency Response Manager	\$12,323	\$12,939	\$13,587	\$14,265	\$14,980
Safety & Technical Training Specialist	\$8,700	\$9,103	\$9,564	\$10,098	\$10,621
Senior Administrative Assistant	\$8,057	\$8,431	\$8,857	\$9,351	\$9,833
Senior Buyer	\$8,118	\$8,470	\$8,855	\$9,265	\$9,730
Senior Chemist	\$11,061	\$11,614	\$12,195	\$12,804	\$13,443
Senior Communications Specialist	\$9,738	\$10,159	\$10,621	\$11,114	\$11,676
Senior Construction Inspector	\$9,910	\$10,431	\$10,983	\$11,560	\$12,169
Senior Customer Service Field Inspector	\$7,343	\$7,774	\$8,114	\$8,482	\$8,874
Senior Customer Service Representative	\$7,799	\$8,190	\$8,648	\$9,093	\$9,569
Senior Drafting Tech-CAD System Spec	\$9,004	\$9,460	\$9,988	\$10,503	\$11,048
Senior Engineer I	\$11,960	\$12,534	\$13,148	\$13,785	\$14,477
Senior Engineering Technician	\$8,256	\$8,667	\$9,099	\$9,555	\$10,032
Senior Heavy Equipment Operator	\$7,768	\$8,127	\$8,538	\$9,017	\$9,481
Senior Human Resources Analyst	\$10,328	\$10,908	\$11,475	\$12,062	\$12,803
Senior Meter Reader and Repair Worker	\$7,343	\$7,774	\$8,114	\$8,482	\$8,874
Senior Park Ranger	\$8,224	\$8,588	\$8,971	\$9,392	\$9,865
Staff Attorney I	\$11,611	\$12,192	\$12,803	\$13,443	\$14,115
Staff Attorney II	\$14,155	\$14,864	\$15,608	\$16,385	\$17,206
Staff Attorney III	\$16,411	\$17,232	\$18,093	\$18,998	\$19,947
Superintendent of Operations	\$13,853	\$14,512	\$15,212	\$15,962	\$16,735
Superintendent of Sys Mnt & Sup Svcs	\$14,200	\$14,890	\$15,599	\$16,355	\$17,158
Supervising Land Surveyor	\$10,883	\$11,426	\$11,998	\$12,598	\$13,230
Supv Facilities Maint & Special Projects	\$10,324	\$10,852	\$11,380	\$11,931	\$12,500
Treatment Plant Trainee I	\$7,326	\$7,654	\$7,992	\$8,369	\$8,788
Treatment Plant Trainee II	\$7,993	\$8,368	\$8,790	\$9,285	\$9,768
Treatment Plant/System Operator III	\$8,790	\$9,285	\$9,766	\$10,264	\$10,764
Treatment Plant/System Operator IV	\$9,230	\$9,749	\$10,252	\$10,779	\$11,305
Utility Crew Leader	\$8,607	\$9,005	\$9,461	\$9,989	\$10,504
Utility System Specialist	\$8,607	\$9,005	\$9,461	\$9,989	\$10,504
Utility Worker I	\$6,683	\$6,965	\$7,375	\$7,692	\$8,043
Utility Worker II	\$7,376	\$7,693	\$8,045	\$8,423	\$8,847

Exhibit A

Section 8. Item #e.

**Marin Municipal Water District
All Pay Scales (Monthly)
Effective 7-1-24**

POSITION TITLE	Step 1	Step 2	Step 3	Step 4	Step 5
Warehouse Worker I	\$6,358	\$6,628	\$7,016	\$7,318	\$7,649
Warehouse Worker II	\$7,146	\$7,459	\$7,795	\$8,161	\$8,572
Water Conservation Specialist I	\$7,778	\$8,112	\$8,581	\$8,958	\$9,361
Water Conservation Specialist II	\$8,853	\$9,235	\$9,655	\$10,103	\$10,615
Water Conservation Specialist III	\$9,273	\$9,691	\$10,144	\$10,655	\$11,251
Water Conservation Specialist Supervisor	\$10,519	\$10,996	\$11,507	\$12,088	\$12,764
Water Efficiency Manager	\$13,453	\$14,208	\$14,945	\$15,709	\$16,469
Water Quality Field Supervisor	\$9,692	\$10,240	\$10,771	\$11,322	\$11,870
Water Quality Laboratory Manager	\$13,547	\$14,190	\$14,876	\$15,613	\$16,368
Water Quality Manager	\$14,596	\$15,574	\$16,555	\$17,533	\$18,517
Water Quality Technician	\$8,309	\$8,682	\$9,065	\$9,494	\$9,971
Water System Technician	\$8,266	\$8,625	\$9,011	\$9,432	\$9,906
Water Treatment Plant Supervisor	\$11,061	\$11,614	\$12,195	\$12,804	\$13,443
Watershed Maintenance Supervisor	\$10,186	\$10,699	\$11,298	\$11,881	\$12,499
Watershed Protection Mgr - Chief Ranger	\$12,345	\$12,994	\$13,679	\$14,397	\$15,153
Watershed Resources Manager	\$14,723	\$15,423	\$16,166	\$16,966	\$17,784
Watershed Volunteer Coordinator	\$8,052	\$8,431	\$8,857	\$9,351	\$9,833
Welder/Fabricator	\$8,498	\$8,893	\$9,345	\$9,865	\$10,374



Hourly Rates	Step 1	Step 2	Step 3
Control Systems Administrator - Ret. Ann	\$ 79.47		
Director of Engineering - Ret. Ann.	\$ 131.68		
Engineering Intern	\$ 31.01		
Information Systems Analyst - Ret Ann	\$ 75.81		
Intern	\$ 25.84		
Law Clerk-Temporary	\$ 55.81		
Public Information Rep - Ret. Ann.	\$ 54.26		
Special Assignment-Blog Writer	\$ 75.81		
Summer Helper	\$ 22.74		
Water Efficiency Technician Intern	\$ 24.68	\$ 26.56	\$ 28.48
Water Quality Intern	\$ 31.01		
Watershed Aide	\$ 24.68	\$ 26.56	\$ 28.48

2024 Contract Pricing	
Retail Price	\$249
CalWEP Price	\$205
Customer Pays at Checkout*	\$94 + tax + shipping
Refund after install	\$25
District Pays	\$136 + tax

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: As of April 30, 2024, the District’s CalWEP account for funding Flume devices has a remaining balance of \$1,044.86. These funds are drawn-down with each customer purchase. Adding an additional 300 devices to the program will cost the district \$44,472.00.

ATTACHMENT(S): None.

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Water Resources	 Paul Sellier Water Resources Director	 Ben Horenstein General Manager



STAFF REPORT

Meeting Type: Board of Directors
Title: Water Supply and Roadmap Update
From: Paul Sellier, Water Resources Director
Through: Ben Horenstein, General Manager
Meeting Date: July 2, 2024

Handwritten initials: AH and B

TYPE OF ACTION: Action X Information Review and Refer

RECOMMENDATION: Receive an update on Water Supply and Roadmap

SUMMARY: Staff will provide an update on water supply conditions and the Water Supply Roadmap.

DISCUSSION: Reservoir water storage levels are at 112% of normal for this date and at 95% of total capacity. The District continues to urge customers to use water wisely and anticipates adequate supplies to meet both potable demand and environmental releases over the next year. The District is continuing work on the Water Supply Roadmap and staff will provide a brief update on the status of work on the Roadmap projects including updates on the short term actions and anticipated schedule for the long term projects.

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: None.

ATTACHMENT(S): None.



STAFF REPORT

Meeting Type: Board of Directors

Title: Amendment No. 2 to Miscellaneous Agreement (MA) No. 6188 With Woodard & Curran for Water Supply Roadmap Program Management and Support Services

From: Paul Sellier, Director of Water Resources

Through: Ben Horenstein, General Manager

Meeting Date: July 2, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve Amendment No. 2 to MA No. 6188 with Woodard and Curran in the amount of \$469,440 for Water Supply Roadmap Program Management and Support Services

SUMMARY: The Board selected the Integrated Water Supply Roadmap at the end of February 2023 and Woodard and Curran (W&C) has been assisting staff in various aspects of the work including program management, modeling and technical review. As the water supply alternatives are narrowed and the depth and breadth of investigation and design work increases, W&C’s input and technical advice moving forward will be an important resource. Staff is proposing to amend the existing agreement with W&C to provide for their availability for program management and technical services to support the evaluation, development and implementation of these important water supply projects over the next year.

DISCUSSION: W&C have a strong track record and have previously worked for the District on the Emergency Intertie Project where, along with staff, they coordinated a range of consulting engineering disciplines. The W&C team’s technical ability, experience and resources proved instrumental to navigating a range of critical challenges, from environmental to structural, that enabled delivery of the final project design within a very short timeline. The Storage and the Conveyance projects that the District is now seeking to implement are complex, long term projects that will require similar levels of coordination and resources to those brought to bear on the Emergency Intertie Project. The W&C team has experience on dam projects and has demonstrated experience working for the District on challenging pipeline projects.

In addition to assisting staff with Program Management, staff is proposing that W&C provide modeling services to assess the individual and combined performance of projects that are being developed. In



addition, a new task has been added, to develop a prioritized set of in system improvements that remove bottlenecks in the District’s distribution system that will maximize the potential use of supplemental water during the winter months.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: Amendment No 2 to MA 6188 will add \$469,440 to the existing contract amount, for a total contract value of \$914,210 that covers a period of approximately two years, from spring 2023 to mid-2025.

ATTACHMENT(S):

- 1. Scope of Work For Amendment No 2
- 2. Amendment No 2 Fee

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Water Resources	 Paul Sellier Water Resources Director	 Ben Horenstein General Manager

Attachment A-2**Amendment #2****Scope of Work****1. OVERALL PROGRAM MANAGEMENT ASSISTANCE**

Consultant will continue overall program management assistance as needed, subject to available task funds. Anticipated activities include:

- Assisting with planning and coordination of work among consultants including those for environmental studies, conveyance and storage.
- Assisting with procuring additional consultant assistance as required. Potential areas of activity include assistance with scoping and negotiation of amendments with existing consultants, and development of needed materials for procuring new consultants such as a Technical Review Board.

Deliverables: as directed, for example draft Board briefing materials, review comments on work of technical consultants, strategic advice, draft procurement documents (RFQ, RFP) for consultant services.

2. OTHER SERVICES

Consultant will support the program as requested subject to available task funds. Example activities include assistance with grant funding proposals and associated documents.

Deliverables: as appropriate, for example grant application materials

3. WATER SUPPLY MODELING

Consultant will continue to support the program by enhancing and applying the existing MarinSim water system model. Anticipated areas of activity include analyzing a range of options not originally identified, including combinations of storage and conveyance projects (spillway modifications, dam enlargement/construction, and conveyance), all with various sizes.

Consultant will also assist Marin Water in their work with other entities (SCWA, NMWD) as needed to identify likely water supply or conveyance constraints.

An Excel tool for use by operators, to assist them in operating the system in response to dynamic criteria, will also be provided.

Deliverables: working model files; model results; Excel tool; training

4. IN-DISTRICT BOTTLENECK RESOLUTION (NEW TASK)

Consultant will analyze bottlenecks within the District’s existing system, building upon preliminary work done in 2021. The work will take advantage of updates to the District’s distribution system InfoWater Pro model made since that time. The overall goal is to maximize the District’s ability to use Ignacio Pump Station (IPS) in the winter.

Subtasks include:

4.1 Develop Project Goals, Criteria, and Constraints

Define goals and criteria, including scenarios to be modeled.

4.2 Hydraulic Model update

While the hydraulic model was recently updated, it’s anticipated that certain controls may need updating to optimize IPS rates. The task includes discussing system operation with the District, updating model controls to reflect the desired approach consistent with maximizing winter-time use of IPS, and preparing figures the distribution approach.

4.3 Develop Projects

Prepare a set of potential in-District projects aimed at improving in-system transmission, particularly during the winter. The projects are anticipated to be built on the projects identified in the 2022 Water Conveyance Bottleneck Investigation Technical Memorandum. Projects identified in that study will be incorporated as alternative scenarios in the recently updated version of the District’s model. Up to 5 additional projects will also be developed based on discussions with District Staff.

4.4 Project Cost Estimates

Cost estimates for projects identified in the 2022 Water Conveyance Bottleneck Investigation will be updated to reflect the current ENRSF CCI, and new cost estimates will be prepared for any projects developed under subtask 4.3. Cost estimates will be prepared to a AACE Class 4 accuracy level.

4.5 Develop Project Portfolios for Further Investigation

In collaboration with the District, assemble a top ten list of portfolios (a portfolio is defined as a combination of two or more projects) based on judgement and/or cost ceiling, capacity/cost ranking, compatibility with other planned work, etc.

4.6 Model and Rank Alternative Portfolios

Woodard & Curran will work with the District to define up to 4 scenarios (including supply and demand conditions) appropriate for evaluating the performance of each portfolio. Water treatment plant turndown constraints are a key part of each scenario. W&C will model the performance of each portfolio in the top ten against the supply/demand scenarios. A key performance parameter is IPS utilization.

4.7 Refine Alternative Portfolios Scope and Costs

Refine estimates of project scopes and costs for each top-ten portfolio. This exercise could generate important variants to a portfolio, and a need to model performance of those variants by revisiting the portfolio modeling as needed, if “inflection points” are identified as the project scope is explored.

Revisit and revise hydraulic modeling underpinning the relevant capacity estimates as needed.

4.8 Facilitate Selection of Preferred Portfolio

Prepare tables and visualizations showing the cost and performance of the top ten portfolios as refined, along with qualitative data consistent with evaluation criteria.

Facilitate one or more workshops with District staff to converge on a preferred portfolio.

4.9 Technical Memorandum

The results of this task will be summarized in a Draft and Final Technical Memorandum (TM). The TM will include the selected components listed above as agreed upon by the District.

TM will provide a ranked list of the selected project portfolios based on modeling results, constructability, cost, and other selected criteria.

Deliverables:

- Technical memorandum summarizing the portfolios selection process, a ranked list of the selected project portfolios, tables and visualizations of each of the portfolios in the top ten list, and the selected portfolio.
- Workshop presentation materials for up to 2 workshops (one workshop to identify scenarios and criteria, and a second workshop to discuss portfolio findings and rankings).

Attachment 2



**MMWD Roadmap Implementation
Amendment #2 itemization**

Tasks	Project Manager	Technical Lead	Project Engineer/Planner 2	Goldsim Modeler	Hyd Modeler/Project Engineer	QA/QC/Cost estimator	Project Assistant	Total Hours	W&C Labor Costs (1)	Total ODCs (3)	Total Fee
	Xavier Irias	Chris van Lienden	Max Storms	Melissa Stine	Nery Berrera	Glenn H.	Staff				
Task 1 Overall Program Management Assistance											
General program management assistance	300		240	20	60	40	12	672	\$218,080	\$550	\$218,630
Subtotal Task 1:	300		240	20			12	672	\$218,080	\$550	\$218,630
Task 2 Other Services											
Other services	60		8	12	50			130	\$40,870	\$0	\$40,870
Subtotal Task 2:	60		8	12			0	130	\$40,870	\$0	\$40,870
Task 3 Water Supply Modeling											
Refine supply model, provide operational tool and training	110		60	160				330	\$102,650	\$0	\$102,650
Subtotal Task 3:	110		60	160			0	330	\$102,650	\$0	\$102,650
Task 4 In-District Bottleneck Analysis											
4.1 Workshops, meetings	14	8			8		6	36	\$10,910	\$550	\$11,460
4.2 Develop Project Goals, Criteria, and Constraints	2	4			4			10	\$3,210	\$0	\$3,210
4.3 Hydraulic Model Update	1	12			16			29	\$8,865	\$0	\$8,865
4.4 Develop Projects	2	12			20			34	\$10,290	\$0	\$10,290
4.5 Project Cost Estimates		16			32	2		50	\$14,890	\$0	\$14,890
4.6 Develop Portfolios for Further Investigation	2	8			16			26	\$7,810	\$0	\$7,810
4.7 Model and Rank Alternative Portfolios	2	24			48			74	\$21,970	\$0	\$21,970
4.8 Refine Alternative Portfolios Scope and Costs	2	8			16			26	\$7,810	\$0	\$7,810
4.9 Facilitate Selection of Preferred Portfolio	1	4			8			13	\$3,905	\$0	\$3,905
4.10 Development of Draft and Final TM	6	16			32	2		56	\$17,080	\$0	\$17,080
Subtotal Task4:	32	112	0	0	200	4	6	354	\$106,740	550	\$107,290
TOTAL	502	112	308	192	310	44	18	1486	\$468,340	550	\$469,440

1. The individual hourly rates include salary, overhead and profit.
 2. Subconsultants will be billed at actual cost plus 10%.
 3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
 4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.



UPCOMING MEETINGS

This schedule lists upcoming board and committee meetings as well as upcoming agenda items for the next month, which may include Board interest in adding future meeting items. The schedule is tentative and subject to change pending final publication and posting of each meeting agenda.

Internal Meetings		
Meeting Date	Meeting Type	Key Item(s)
Tuesday, July 16, 2024 6:30 p.m.	Board of Directors' Regular Bi-Monthly Meeting	Public Hearing – Water Efficiency Ordinance
Friday, July 19, 2024 9:30 a.m.	Operations Committee Meeting/Special Meeting of the Board of Directors	Update on Micro-Turbins and Pumpbacks
Tuesday, August 6, 2024 6:30 p.m.	Board of Directors' Regular Bi-Monthly Meeting	Grant Update

External Meetings	
Meeting Date	Meeting Type
Friday, July 12, 2024 9:30 a.m.	North Bay Watershed Association Board Meeting