



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

Tuesday, December 17, 2024 at 5:30 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

Closed Session begins at 5:30 p.m.

Marin Water Mt. Tam Conference Room, 220 Nellen Avenue, Corte Madera, CA 94925

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)**

Following announcement of Closed Session items and prior to recess into Closed Session, the public may speak up to three minutes on items to be addressed in Closed Session. The Board will convene to Closed Session in the Mt. Tam Conference Room after public comment.

- a. Conference with Legal Counsel - Liability Claim**
(Pursuant to §54961)

Claimant: Point Tiburon Bayside Condominium Association

Agency claimed against: Marin Municipal Water District

- b. Conference with Legal Counsel - Anticipated Litigation**
(Initiation of Litigation pursuant to §54956.9(c))

Number of Cases: 1

Adjourn closed session and reconvene to open session in the Board Room and via Zoom.

- 4. Reconvene to Open Session; Closed Session Report Out**
- 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 December 10, 2024 and Special Meeting on December 13, 2024

RECOMMENDATION: Approve the minutes

- b.** General Manager's Report November 2024

RECOMMENDATION: Approve Report

- c.** Amendment No. 1 to Miscellaneous Agreement (MA) 6165 – Janitorial Services

RECOMMENDATION: Authorize the General Manager to execute Amendment No. 1 to MA-6165 with ML Cleaning, Inc. in the amount of \$228,427.48

d. Network Infrastructure Refresh Project

RECOMMENDATION: Authorize the General Manager to execute Amendment No. 1 to MA-6326 with Quest Technology Management in the amount not to exceed \$105,000

e. Adopt a Marin Municipal Water District Health Reimbursement Arrangement Plan to Allow the District to Administer Healthcare Premium Reimbursements to District Retirees

RECOMMENDATION: Approve a resolution adopting a Marin Municipal Water District Health Reimbursement Arrangement Plan (HRA Plan) to allow the District to administer healthcare premium reimbursements to District retirees in accordance with the District's Retiree Healthcare Contribution Schedule

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

a. Amendment No. 2 to MA-6120 with Hazen and Sawyer for Kastania Pump Station Rehabilitation Project – Phase 2 (D21027)

RECOMMENDATION: Approve and Authorize the General Manger to execute Amendment No. 2 to Professional Services Agreement No. 6120 with Hazen and Sawyer, for additional engineering services in support of the Kastania Pump Station Rehabilitation Project – Phase 2 (D21027) in the amount of \$142,342 with a staff requested contingency of \$65,000

b. Safety and Emergency Response Program Update

RECOMMENDATION: Receive a staff update on the District's Safety and Emergency Response Program

c. Dual Noticing of Committee Meetings

RECOMMENDATION: Approve revising the District's current practice of dually noticing the committee meetings as special board meetings

d. 2025 Board and Committee Meetings Calendar

RECOMMENDATION: Approve the 2025 Calendar of Board and Committee Meetings

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: 12-13-2024



STAFF REPORT

Meeting Type: Board of Directors
Title: Minutes of the Board of Directors’ Regular Bi-Monthly Meeting on December 10, 2024 and Special Meeting on December 13, 2024
From: Terrie Gillen, Board Secretary
Through: Ben Horenstein, General Manager
Meeting Date: December 17, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve the minutes

SUMMARY: The Board of Directors held their regular meeting on December 10, 2024 and a special meeting on December 13, 2024. The minutes of both meetings are attached.


DISCUSSION: None.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

- 1. Draft December 10, 2024 Meeting Minutes
- 2. Draft December 13, 2024 Meeting Minutes

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs Department	 <hr/> Terrie Gillen Board Secretary	 <hr/> Ben Horenstein General Manager



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

Tuesday, December 10, 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

Closed Session to immediately follow Open Session

Marin Water Mt. Tam Conference 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 Swearing In Ceremony

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

Next, newly elected Diana Maier was ceremonially sworn in to the Marin Water Board of Directors.

2. Roll Call

DIRECTORS PRESENT

- Diana Maier
- Larry Russell (*arrived at 6:46 p.m.*)
- Jed Smith
- Matt Samson
- Ranjiv Khush

3. Adoption of Agenda

Director Smith made the motion to adopt the agenda. Vice President Samson seconded the motion.

There were no public comments.

Voting Yea: Directors Maier, Smith, Samson, and Khush

Absent: Director Russell

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

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

6. Public Comment on Non-Agenda Matters

There were three (3) public comments.

7. Directors' and General Manager's Announcements

- Director Smith thanked staff for the work done at Leo Cronin Fish Viewing Area and invited the public to see the coho salmon located there.
- General Manager Ben Horenstein reported on the District-wide Outlook system issues, and thanked IT staff for their recovery efforts.

8. Board Committee Reports

- Communications & Water Efficiency Committee Chair Khush and Finance & Administration Committee Chair Smith provided highlights from their meetings last month.
- Vice President Samson provided highlights from the Lagunitas TAC Meeting, and thanked staff for their Lagunitas Creek presentation.

9. Consent Items

- a. Minutes of the Board of Directors' Regular Bi-Monthly Meeting on November 19, 2024

RECOMMENDATION: Approve the minutes

- b. California Water Efficiency Partnership Agreements to Extend Flume and Rachio Incentives and Adopt Grant Funded Increase to Turf Rebates

RECOMMENDATION: Authorize the general manager to execute the CalWEP agreements extending the Flume and Rachio direct distribution programs for two years; and, Approve the increased turf program rebates utilizing grants funds, until exhausted

Director Smith made the motion to adopt the Consent Calendar. Vice President Samson seconded the motion.

There were no public comments.

Voting Yea: Directors Maier, Smith, Samson, and Khush

Absent: Director Russell

10. Regular Items

a. Board of Directors Reorganization 2024

RECOMMENDATION: Elect a President and Vice President to the Marin Municipal Water District Board of Directors for 2025, and recognize the outgoing Board President

President Khush presented this item.

Director Russell arrived at the dais.

Director Smith made the motion to nominate Vice President Samson as President of the Board. Director Maier seconded the motion.

Voting Yea: Directors Maier, Smith, Samson, and Khush

Voting Nay: Director Russell

Director Khush made the motion to nominate Director Smith as Vice President of the Board. Director Russell seconded the vote.

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

The directors thanked Director Khush for his service as the 2024 President of the Board of Directors.

b. Water Supply Roadmap Update on Costs

RECOMMENDATION: Receive staff presentation on Updated Costs for Water Supply Roadmap project

Water Resources Director Paul Sellier, Finance Director Bret Uppendahl, and Xavier Irias, consultant with Woodard and Curran, presented this item. Discussion between the Board and staff occurred throughout the presentation.

There were 15 public comments.

This was an information item. The Board provided feedback, but did not take any formal action.

11. Future Board and Committee Meetings and Upcoming Agenda Items

a. Upcoming Meetings

The Board Secretary listed upcoming internal and external meetings scheduled in December.

There were no public comments.

The Board did not take any formal action.

12. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s)

Before convening to Closed Session, there were two (2) public comments.

The Board left the dais at 8:47 p.m. and went to the Mt. Tam Conference Room.

a. Conference with Legal - Pending Litigation
(California Government Code §54956.9)

California Native Plant Society, Marin Audubon Society, and Marin Conservation League vs.
Marin Municipal Water District

Marin County Superior Court, Case No. CV0004078

13. Reconvene to Open Session; Closed Session Report Out

The Board reconvened to Open Session at 9:33 pm. with no reportable action.

14. Adjournment

There being no further business, the Board of Directors' Regular Bi-Monthly Meeting adjourned on December 10, 2024, at 9:33 p.m.

Board Secretary



NOTICE OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

Friday, December 13, 2024 at 9:00 AM

MINUTES

LOCATIONS:

Open Session to start at or after 9:00 a.m.

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

Outside location for Director Matt Samson – 760 Knocknaboul Way, San Rafael, CA 94903

Outside location for Director Jed Smith - 7 Patricia Lane, Mill Valley, CA 94941

Outside location for Director Ranjiv Khush – 30 Rivera Street, San Anselmo, CA 94960

Outside location for Director Diana Maier – 1000 Fourth Street, 8th Floor, Room No. 875, San Rafael, CA 94901

Outside location for Director Larry Russell – Daniel K. Inouye International Airport (aka Honolulu Airport), Terminal 2 TSA Prescreening Area, 300 Rodgers Blvd, Honolulu, HI 96819

Closed Session to immediately follow Open Session via Zoom - Directors and District Staff Only

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 Samson called the meeting to order at 9:00 a.m.

DIRECTORS PRESENT

Larry Russell

Jed Smith

Ranjiv Khush

Diana Maier (*arrived during Closed Session*)

Matt Samson

2. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s)

There were no public comments pertaining to the Closed Session.

The Directors convened to Closed Session at 9:00 a.m.

a. Conference with Legal - Pending Litigation
(California Government Code §54956.9)

California Native Plant Society, Marin Audubon Society, and Marin Conservation League vs.
Marin Municipal Water District

Marin County Superior Court, Case No. CV0004078

The Directors adjourned the Closed Session.

3. Reconvene to Open Session; Closed Session Report Out

At 10:25 a.m., President Samson reconvened the Open Session and stated that no reportable action was taken.

4. Adjournment

There being no further business, the Special Meeting of the Board of Directors adjourned on December 13, 2024 at 10:25 a.m.

Board Secretary



STAFF REPORT

Meeting Type: Board of Directors
Title: General Manager’s Report November 2024
From: Ben Horenstein, General Manager
Meeting Date: December 17, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve Report

SUMMARY:

A. HIGHLIGHTS:

- The daily average net production for the month of November 2024 was 17.3 MGD compared to 17.0 MGD for the month of November 2023. Typical usage for November is 20.0 MGD.
- The daily average flow from Sonoma County Water Agency for the month of November 2024 was 7.5 MGD compared to 4.3 MGD for the month of November 2023.
- Staff received final notification from the California Office of Emergency Services that all seven of the Districts dam Emergency Action Plans have been approved. This was a multiyear, iterative process that required input from both local and state emergency response agencies to complete.
- District awarded the contract to Maggiora and Ghilotti for the Marin City Phase 1 Pipeline Replacement Project which looks to replace leak prone, seismically deficient cast iron pipe within the Community of Marin City beginning in January. This first phase of the project will replace approximately 10,230 feet of pipe with new seismically resilient welded steel pipe along with new water service laterals between the new main and customer water meter which will all help to increase system resiliency and reliability
- Staff coordinated the installation and realignment of a portion of the North Marin Line around the landslide at Loma Alta. This was completed in two weeks with coordination with Marin County Open Space and ahead of the atmospheric river storm that started on November 19th. This realignment was necessary to ensure the reliable flow of water from the San Geronimo Treatment Plant into both Fairfax and Smith Saddle Tanks.
- System Maintenance repaired a 10” cast iron water main break on Grand Avenue in San Rafael. Staff installed a section of C-900 PVC to repair the damaged pipeline. District staff

worked throughout the day/night into the next day making repairs and performing extensive cleanup to driveways, front yards and street gutters.

- The District continued with Year 6 of the BFFIP plan through November 2024. In November the District completed a 45 Acre Oak Woodland Restoration Project adjacent to the Meadow Club, and the last remaining 14 acres of Doug Fir Thinning work in a project area near Potrero Meadow. The Potrero Meadow work concluded the obligations in the 2021 CalFire Forest Health Grant, and a final grant report will be submitted to CalFire in December. New forestry / mastication work near Rock Springs started in November and will continue through January 2025. Lastly the District continues to collaborate with PG&E on multiple projects across the entire watershed to repair hardware and clear vegetation under lines.
- Staff helped lead a Lichen Bioblitz in the Rock Spring/Cataract Trail area of the Watershed. Two Habitat Restoration events engaged 70 people in removing French broom and other invasive plants by Bon Tempe.
- Three guided watershed hikes attracted 55 participants – two focused on fire ecology and the other focused on a WWII Plane Crash on Mt Tam led by a Ranger.
- Fisheries staff began the District’s annual adult salmon monitoring throughout the Lagunitas Creek watershed - an unusually large run of coho salmon is predicted this winter based on juvenile counts from previous years.

MARIN WATER GRANT STATUS

PROJECT DETAILS						REQUIREMENTS		BUDGET	
OPPORTUNITY	FUNDER	FUNDER PRIORITIES	AGREEMENT APPLICATION DATE	MATCHING PROJECT	DESCRIPTION	STATUS	PREREQUISITE	FUNDS REQUESTED	MATCH REQUIREMENT %
CURRENT GRANTS									
Prop 1, Round 2 IRWM Disadvantaged Community Forestry Corps	DWR	Water Infrastructure Vegetation Management	12/1/22	Marin City/San Rafael Infrastructure Ongoing Forestry work	Replacing aging transmission lines and laterals in Marin City and San Rafael's Canal District	Funded	IRWM CC Approval	\$6,500,000	0
Fisheries Restoration Grant Program	CCNB	Fisheries	Jan 2023	Ongoing Forestry work	Workforce development, state funding directly to CCNB to fund crews working on the watershed	Funded	Corps Partnership	\$500,000	0
Lagunitas Creek Salmonid Spawning Gravel Improvement Project	CDFW	Fisheries	4/20/23	Lagunitas Creek Restoration	Funding for Phase II site design and CEQA	Funded	30% designs	\$600,000	50%
Lagunitas Creek Salmonid Spawning Gravel Improvement Project	DWR Riverline	Fisheries	1/1/22	Lagunitas Creek Restoration	Gravel augmentation for Lagunitas Creek	Funded	None	\$590,000	0
Lagunitas Creek Salmonid Spawning Gravel Improvement Project	USBR Environmental Restoration Project	Fisheries	8/17/23	Lagunitas Creek Restoration	Gravel augmentation for Lagunitas Creek Sites 1-3	Funded	CEQA	\$1,400,000	39.39%
Rain Water Harvesting Project	MCSTOPP	Conservation	Unknown	Conservation	Barrels for customers	Funded	None	\$15,032	0
Urban Multi-Benefit Drought Relief	DWR	Water Resources	3/19/22	SWSA	Strategic Water Supply	Funded	None	\$2,000,000	0
Water Conservation	USBR WEEG	Conservation		Conservation		Funded		\$722,025	
Water Conservation	DWR IRWMP	Conservation		Conservation		Funded		\$222,477	
Prop 1, Fisheries Restoration	CDFW	Fisheries	7/1/23	Lagunitas Creek Restoration	Lagunitas Creek Restoration Sites 1-6	Funded	60% designs	\$4,600,000	0
CA Division of Boating & Waterways	NRA	Water Quality	7/1/23	Reservoir Water Quality	Monitor and prevent infestation of quagga and zebra mussels	Funded	NA	\$86,800	0
Azules Hill Trail Restoration	State Parks	Trail Restoration	2/1/20	Watershed	Azules Hill Restoration	Funded	None	\$952,657	0
One Tam Forest Health Strategy	CA WCB	Forestry Restoration	11/2/23	BFFIP Implementation	BFFIP Implementation for 2-3 years	Funded	CEQA	\$2,600,000	0
WaterSMART Applied Science	USBR	Water Resource	10/15/2023	Advanced Weather Modeling	Funding for weather modeling to inform water resources management	Funded	TBD	\$150,628.00	50%
One Tam Forest Health Phase II	Cal Fire	Forestry Restoration	1/15/2024	BFFIP Implementation	BFFIP Implementation for 2-3 years	Notice of Award	CEQA	\$3,000,000	TBD
								TOTAL FUNDED:	\$24,140,519
Desal Feasibility Study	USBR	Desalination	2/28/23	Desalination	Exploring new brackish desal in Petaluma	Open	None	\$200,000	50
Hazard Mitigation Program	CalOES/ FEMA	Natural Hazards	Aug-24	Treatment Plant Clarifiers	Funds to address seismic hazards in water treatment facilities	Open	NOI APPROVAL	\$22,000,000.00	25%
WaterSmart Energy Efficiency	USBR	Conservation	2/22/2024	AMI	Funding to expand AMI	Open	Environmental Compliance	\$1,000,000	50%
WaterSMART Planning & Design	USBR	Water Supply	5/20/2024	Water Supply Planning	Water Supply - Nicasio Spillway	Open	TBD	\$400,000.00	
Environmental Resources Grant	USBR	Forest Health	8/24/2024	BFFIP Implementation	BFFIP Implementation for 2-3 years	Open	TBD	\$3,000,000.00	
CDFW Environmental Enhancement Fund	CDFW	Fisheries	9/11/2024	Lagunitas Creek Restoration	Phase II	Not Funded	TBD	\$3,457,044.00	0%
USBR Drought Resiliency Program	USBR	Water Supply	10/7/2024	Water Supply Planning	Water Supply - Nicasio Spillway	Open	TBD	\$3,000,000.00	50%
Dam Safety & Climate Resilience Local Assistance	DWR	Infrastructure	10/21/24	Legunitas Valves & Actuator Replacement	Dam Safety	Open	TBD	\$2,000,000.00	50%
								TOTAL OPEN:	\$29,600,000
UPCOMING APPLICATIONS									
USBR WaterSmart & Energy Efficiency (WEEG)	USBR	Conservation	11/13/2024	AMI Expansion	AMI Expansion	Open	TBD	\$3,500,000.00	50%
LONG TERM OPPORTUNITIES (ongoing development)									
2024 Water Bond	State of CA	Water supply projects	Fall 2024	SWSA Water Supply Projects	Currently in Legislature	In legislature	Voter approval, District participation		TBD
Water Resources Development Act	Amy Corps of Engineers	Water supply projects	FY 2024	SWSA Water Supply Projects	Pursuing for No Regrets and regional projects	In appropriations	Authorization (secured 2022)	\$28,000,000.00	
Small Storage Program	USBR	Water Supply	Fall 2024	Phoenix Lake	Funding for new water supply projects	TBD	Approved Feasibility Study		TBD
United States Department of Fish and Wildlife	USFWS	Water Supply	Unknown	Phoenix Lake	Habitat Conservation Planning	TBD	Habitat Conservation PI		TBD

DISCUSSION:

B. SUMMARY:

- AF = Acre Feet
- Mg/L = milligrams per liter
- MPN = most probable number
- MPY = mils per year
- MG = million gallons
- NTU = nephelometric turbidity units

1. Water Production:

	FY 2024/25		FY 2023/24	
	(million gallons)	(acre-feet)	(million gallons)	(acre-foot)
Potable				
Total production this FY	3,588	11,012	3,522	10,809
Monthly production, November	521	1,598	513	1,575
Daily average, November	17.35	53.25	17.11	52.51
Recycled				
Total production this FY	141.49	434.20	142.76	438.10
Monthly production, November	11.09	34.04	13.28	40.75
Daily average, November	0.37	1.13	0.44	1.36
Raw Water				
Total production this FY	47.43	145.56	38.84	119.20
Monthly production, November	7.18	22.03	0.83	2.55
Daily average, November	0.24	0.73	0.03	0.08
Imported Water				
Total imported this FY	1,317	4,041	1,579	3,417
Monthly imported, November	225	692	128	1,146
Reservoir Storage				
Total storage, November	22,872	70,193	21,096	64,742
Storage change during November	2,432	7,465	-504	-1,547
Stream Releases				
Total releases this FY	1,184	3,633	1,366	4,191
Monthly releases, November	261	802	371	1,140

2. <u>Precipitation:</u>	<u>FY 2024/25 (in.)</u>	<u>FY 2023/24 (in.)</u>
Alpine	13.34	5.01
Bon Tempe	11.92	4.42
Kent	16.54	5.89
Lagunitas *	15.30	5.88
Nicasio	11.06	4.15
Phoenix	16.48	4.83
Soulajule	12.04	2.83
* Average to date = 9.61 inches		

3. Water Quality:

<u>Laboratory</u>	<u>FY 2024/25</u>	<u>FY 2023/24</u>
Water Quality Complaints:		
Month of Record	9	10
Fiscal Year to Date	82	41
Water Quality Information Phone Calls:		
Month of Record	12	2
Fiscal Year to Date	69	9

The WQ lab ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing 1,617 analyses on treatment plants and distribution system samples.

Mild steel corrosion rates averaged 1.42 (0.36 – 2.30) MPY. The AWWA has recommended an operating level of <5 MPY with a goal of <1 MPY.

Complaint Flushing: Two flushing events were performed at 36 Los Robles Dr (Hy#02214) and at Clorinda Ave & Los Robles Dr. in San Rafael to ensure water quality for this month on record.

Disinfection Program: 5,094’ of new pipelines were disinfected during the month of November. Performed chlorination on 25 water storage tanks to ensure compliance with bacteriological water quality regulations.

Tank Water Quality Monitoring Program: Performed 53 water quality-monitoring events on storage tanks for various water quality parameters this month to help ensure compliance with bacteriological water quality regulations.

Summary:

The lab analyzed 1,617 treatment plant and distribution water samples, and the water quality department treated 25 tanks for low chlorine and checked an additional 53 tanks for low chlorine residual in November 2024.

4. Water Treatment:

<u>Treatment Results</u>	<u>San Geronimo</u>		<u>Bon Tempe</u>		<u>Ignacio</u>	
	Average	Monthly Goal	Average	Monthly Goal	Average	Monthly Goal
Turbidity (NTU)	0.05	≤ 0.10	0.05	≤ 0.10	0.04	≤ 0.10
Chlorine residual (mg/Lv)	2.72	2.75 *	2.76	2.75 *	2.85	2.75 *
Color (units)	0.3	≤ 15	0.5	≤ 15	0.0	≤ 15
pH (units)	7.9	7.8*	7.7	7.8*	8.0	8.1**

- * Set monthly by Water Quality Lab
- ** pH to Ignacio is controlled by SCWA

5. Capital Improvement:

- a. Pine Mountain Tank Phase 1 – Rough Grading Project (D21043): The Pine Mountain Tunnel Tanks Replacement Project is a multi-year two-phased project that will replace the existing Pine Mountain Tunnel. This project (Phase 1) will excavate approximately 45,000 cubic yards of hillside and will install a soil nail retaining wall in preparation for a future project that will install two 2-million gallon pre-stressed concrete storage tanks (Phase 2). This Phase 1 project will also perform site grading and drainage improvements.
 - Project Budget: \$7,734,575
 - Monthly Activities: The Contractor has completed the installation of all 570 soil nails as part of the retaining wall construction, and continues to install rebar and concrete wall facing. Concrete Pipe Road between Taylor Trail and Fairfax-Bolinas Road remains closed Monday through Friday 8:00 AM to 5:00 PM throughout the duration of the

project. The Phase I rough grading and retaining wall project is anticipated to be complete January 31, 2025.

- b. Wolfback Ridge Tanks Rehabilitation Project (D20009): This project will replace the roof and recoat both the interior and exterior of each tank at Wolfback Ridge in Sausalito.
 - Project Budget: \$950,000
 - Monthly Activities: The Contractor has mobilized to the project site and has begun water tank restoration work. The contract completion is estimated March 2025.

- c. Sir Francis Drake Pipeline Replacement Project (D23009): This project will install approximately 4,540 linear feet of welded steel pipe to replaced aged, leak-prone cast iron pipe installed as early as 1924 on Sir Francis Drake Boulevard between San Francisco Boulevard and Butterfield Road. Water pipelines will also be replaced on Broadmoor Avenue and Saunders Avenue, each for approximately 250 feet from Sir Francis Drake.
 - Project Budget: \$3,799,400
 - Monthly Activities: The project has been completed.

- d. Granada Drive Pipeline Replacement Project (D23020): This project will install approximately 10,230 linear feet of welded steel pipe to replace old, leak-prone, and seismic-deficient piping in the Town of Corte Madera. The District coordinated with the Town to incorporate the Town’s road reconstruction work into the District’s project to minimize construction impacts to the community.
 - Project Budget: \$5,564,384
 - Monthly Activities: The Contractor is continuing to install water services on Sonora Way, and Granada Drive, and Vista Court. The project is anticipated to be complete March 2025.

- e. Lagunitas Creek Coho Habitat Enhancement Project – Phase 1A (GC21001): Phase 1A of the Lagunitas Creek Coho Habitat Enhancement Project will implement an extensive set of habitat enhancement structures in Lagunitas Creek within Samuel P. Taylor State Park. The work includes the installation of large woody debris, rock, and gravel structures in Lagunitas Creek in support of endangered Coho Salmon, threatened steelhead populations, and freshwater shrimp.
 - Project Budget: \$3,958,000
 - Monthly Activities: The project has been completed.

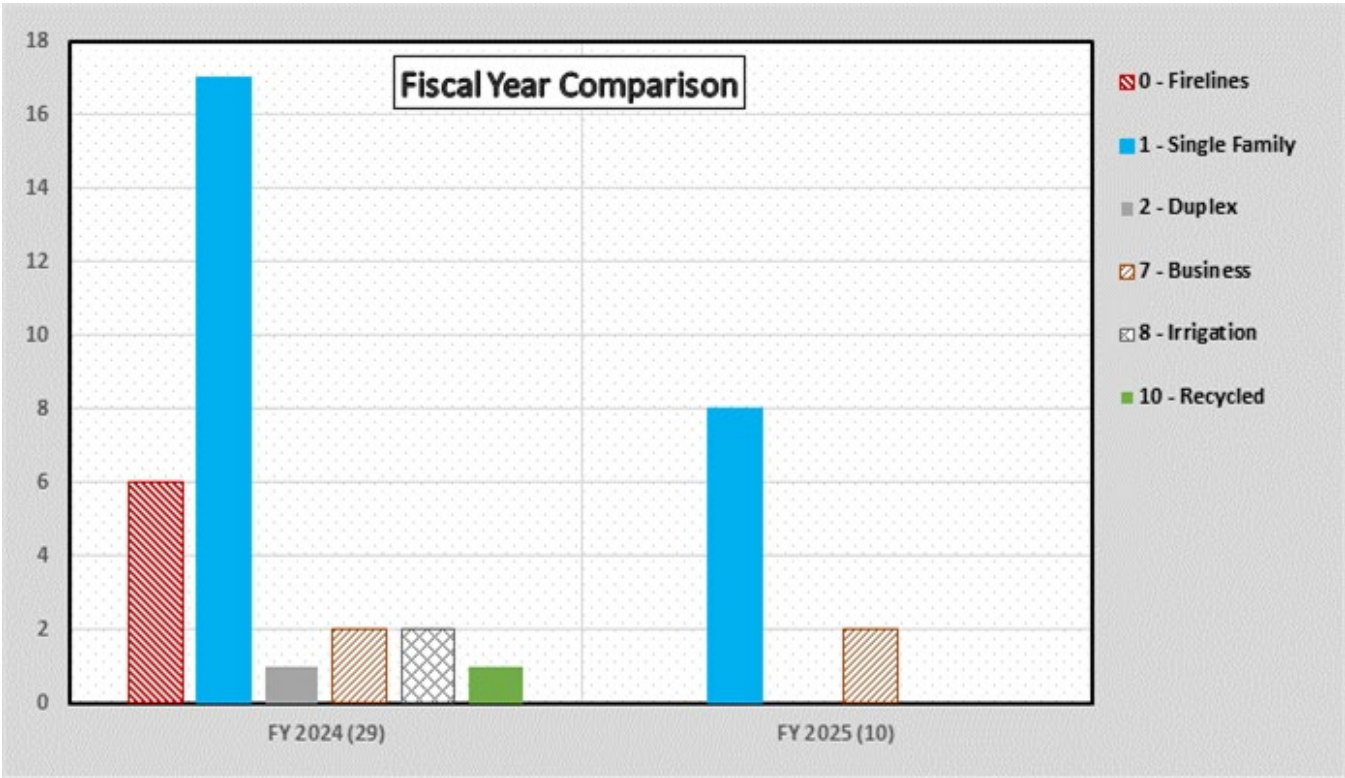
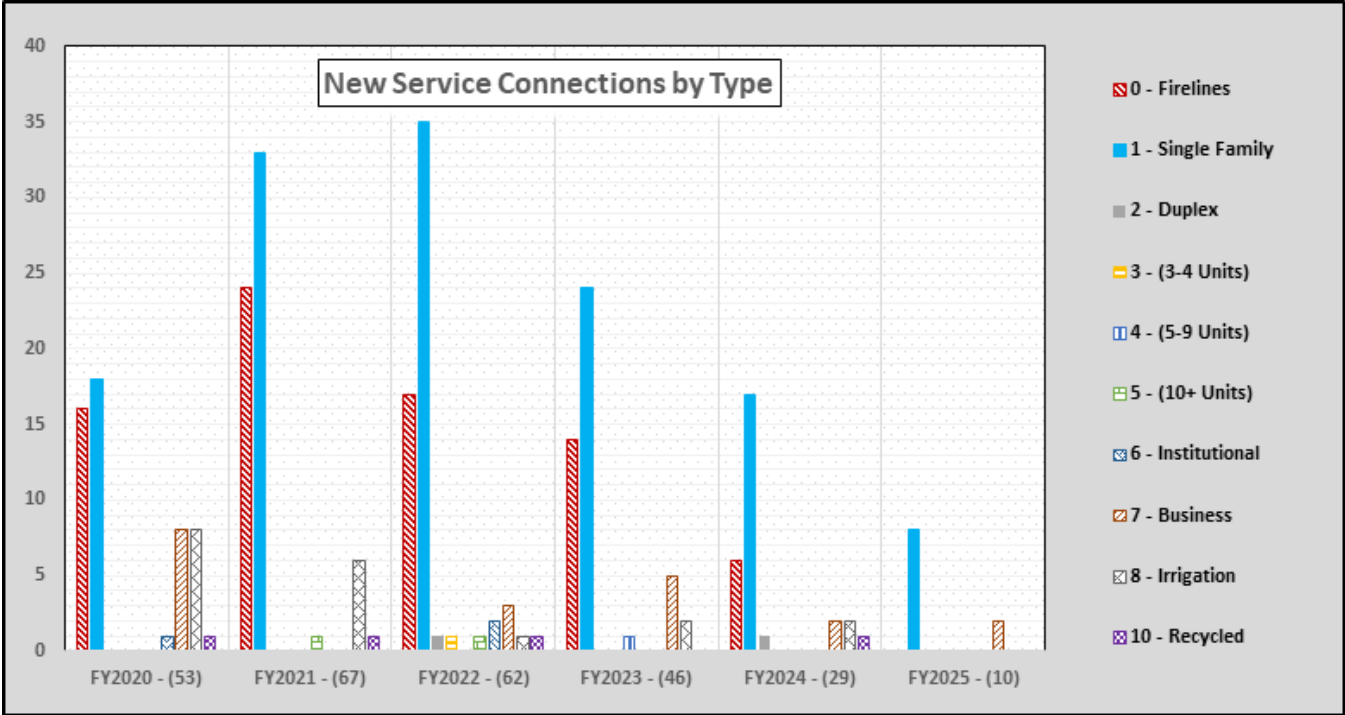
- f. Tiburon Pipeline Replacement Project (D23018): The 2024 Tiburon Pipeline Replacement Project is a component of the District’s Capital Improvement Program and Fireflow Improvement Program. The project includes the installation of approximately 3,490 linear feet of 8-inch, 6-inch, and 4-inch welded steel potable water pipe with valves, fittings, laterals, and appurtenances in the Town of Tiburon. This project replaces 102 year old, leak-prone, cast iron pipe with new reliable, seismically resilient welded steel pipe.
 - Project Budget: \$3,112,285
 - Monthly Activities: The Contractor continues to perform tie-ins, connecting the new system to the existing system, and is also transferring water services. The project is expected to be complete in the winter.

- g. Rock Ridge Pipeline Replacement Project (F22001): The Rock Ridge Pipeline Replacement Project (Project) is a component of the Fire Flow Improvement Program. This Project will install approximately 7,590 feet of new 8" and 6" welded steel and polyvinyl chloride (PVC) pipe to replace the old, leak prone fire flow deficient piping installed as early as 1934.
 - Project Budget: \$3,928,105
 - Monthly Activities: The Contractor has completed water main installation and testing on Hillside Drive and has installed approximately 400 feet of water main on Muriel Place. The project is expected to be completed May 2025.

- h. Marin City Phase I Pipeline Replacement Project (GC25005): The Marin City Phase I Pipeline Replacement Project is a component of the District's Capital Improvement Program. This Project will install approximately 9,200 linear feet of 8, 6 and 4-inch welded steel pipe to replace the old, leak prone, seismic deficient pipe installed as early as 1959.
 - Project Budget: \$4,069,592.20
 - Monthly Activities: The project was awarded at the November 6 Board of Directors Meeting and the contract is currently being executed. The preconstruction meeting is currently being scheduled and the District anticipates mobilization in January. The project is expected to be completed October 2025.

6. Other:

<u>Pipeline Installation</u>	<u>FY2024/25</u>	<u>FY2023/24</u>
Pipe installed during November (feet)	N,NNN	120
Total pipe installed this fiscal year (feet)	NN,NNN	1,439
Total miles of pipeline within the District	908*	908*
<i>* Reflects adjustment for abandoned pipelines</i>		
 <u>Pipe Locates (1,029 Responses)</u>	 <u>FY2024/25</u>	 <u>FY2023/24</u>
Month of November (feet)	46,735	26,611
Total this fiscal year (feet)	154,532	156,988
 <u>Main Line Leaks Repaired:</u>	 <u>FY2024/25</u>	 <u>FY2023/24</u>
Month of November	24	10
Total this fiscal year (7/1/24-5/31/25)	73	63
 <u>Services:</u>	 <u>FY2024/25</u>	 <u>FY2023/24</u>
Service upgrades during November	NN	16
Total service upgrades this FY	NN	83
Service connections installed during November	N	2
Total active services as of December 1st, 2024	60,599	60,543
(Total Including firelines)	61,985	61,927



7. Recruitments and Hires

The District is currently recruiting for the following positions:

1. Treatment Plant Trainee II / Treatment Plant-System Operator III
2. Environmental Planner
3. Engineering Records Manager (Internal)
4. Meter Service Technician (Internal)
5. Natural Resources Technician II – Limited Duration (Internal)
6. Watershed Aides – Vegetation Management (2)

Promotion through competitive process:

1. Utility Crew Leader

The District recently hired new employees for the following positions:

1. Watershed Aides (2)
2. Supervising Land Surveyor
3. Meter Reader Repair Work I

8. Demand Management:

	Nov-24	FY 24/25 TOTAL	FY 23/24 TOTAL	FY 22/23 TOTAL
WATER-EFFICIENCY PROGRAMS				
<i>Water-Use Site Surveys</i>				
Conservation Assistance Program (CAP) Consultations				
Residential properties resi 1-2 (single-family)	44	275	404	291
Residential properties resi 3-5 (multi-family units)	1	3	6	3
Non-residential properties resi 6-7 (commercial)	0	0	0	3
Dedicated irrigation accounts resi 8-10 (large landscape)	0	2	0	0
Marin Master Gardeners' Marin-Friendly Garden Walks				
Residential garden walks	6	49	173	72
<i>Public Outreach, Education, Customer Service</i>				
Public outreach events (number of people attending)	0	3500	7022	17775
Public education events (number of participants)	0	225	425	328
Department customer calls/emails	590	3420	4485	4150
Outreach to new Marin Water customers (letters sent)	185	405	1908	0
<i>School Education</i>				
School assemblies				
Number of activities	0	4	19	0
Number of students reached	0	4600	21850	0
Field trips				
Number of activities	1	10	16	15
Number of students reached	27	204	343	307
Classroom presentations				
Number of activities	1	6	14	17
Number of students reached	27	167	457	531
Other (e.g. Earth Day booth events, school gardens)				
Number of activities	0	0	3	1
Number of students reached	0	0	400	480
<i>Incentives</i>				
Number of HECWs approved	0	2	98	103
Number of Rain Barrel/Cisterns approved	6	9	9	15
Rain Barrel Give-a-way (Gallons)	2805	17710	4840	0
"Cash for Grass" Lawn Replacements approved	4	31	61	116
"Cash for Grass" (Best Practices) square ft. lawn replaced	0	1000	0	0
"Cash for Grass" (Standard) square ft. lawn replaced	2475	45693	0	0
Number of Laundry-to-Landscape Systems (kits) approved	0	0	1	7
Hot water recirculating system rebates	0	3	11	30
Pool Cover rebates	3	14	35	27
HET rebates	0	4	17	22
Number of Smart Home Water Monitor "Flume Direct Distribution" redeemed	61	291	544	271
Number of Smart Controllers MW rebates approved	2	18	49	35
Number of Smart Controllers "RainBird compatible w/Flume" approved	0	41	131	0
Number of Smart Controllers "Rachio Direct Distribution" approved	4	96	219	77
<i>Advanced Metering Infrastructure (AMI)</i>				
AMI leak letters sent to customers (>200 GPD)	73	623	1330	1168
ORDINANCES				
<i>Water Waste Prevention</i>				
Water Waste Reports Received	3	108	224	392
Water Waste Notifications Sent	0	21	49	81
<i>Landscape Plan Review</i>				
Plans submitted	3	31	117	88
Plans exempt	0	3	23	5
Plans completed	3	7	30	20
Plans in workflow (pass & fail)	7	49	172	145
<i>Tier 4 Exemption</i>				
Inspections that resulted in a pass	1	1	2	1

9. Watershed Protection:

Rangers Assist with Medical Aid Call in San Anselmo

In early November two Rangers were returning to the Watershed when they overheard the Ross Valley Fire Dept. (RVFD) being dispatched to a medical aid call for a car vs. eBike accident on Center Blvd at San Anselmo Ave. The Rangers realized they were approaching the scene of the accident and located the patient as they arrived at the intersection. The Rangers provided medical care to the patient and updated the responding fire unit of the patient's condition. The patient was transported by paramedics to the hospital for their injuries. During the course of their duty, Rangers travel throughout parts of the county and through different jurisdictions. Rangers never know what they'll have to take action and assist others.

Rangers Assist with District Fire Extinguisher Training

The Rangers assisted The District's Safety Manager in providing hands on fire extinguisher training for the Water Treatment Plant Operators. The training was conducted at the San Geronimo Water Treatment Plant using live fire in a propane powered burn pan.



Ranger Demonstrating Fire Extinguisher Use

Rangers Rollout Naturalist Outreach Program

At the end the November the Rangers rolled out their new monthly naturalist outreach program. This program was identified as a need as part of the Watershed Recreation Feasibility Program. The first event was a hike and guided tour to the crash site of a US Navy Seaplane that crashed on Mount Tam during World War II. The hike was held on the 80th Anniversary of the crash. The crash site is one of cultural resources that the District and the Rangers are responsible for preserving and protecting.

Incidents and Events	722
Visitor Assists	208
Warnings	160
Dam Checks	86
Fish and Game checks	80
Assist Maintenance	60
Citations	49
Misc LE Calls	24
Vandalism	12
Citizen Complaint Illegal Bike Use	6
Preventive Search and Rescue	6
Suspicious Circumstance	5
Citizen Complaint: Dogs off Leash	4
Assist Outside Agency	3
Medical Aid	2
Humane/Animal Related Call	2
Unsanctioned Event	2
Illegal Trail Work	2
Misc. Calls for Service	2
Assist Outside Law Enforcement	1
Assist Fire/EMS	1
Citizen Complaint: eBike	1
Theft	1
Assist Other MMWD Work Group	1
Ranger Callout	1
Red Flag Warning	1
Illegal Dumping	1
Outreach/Interpretation	1

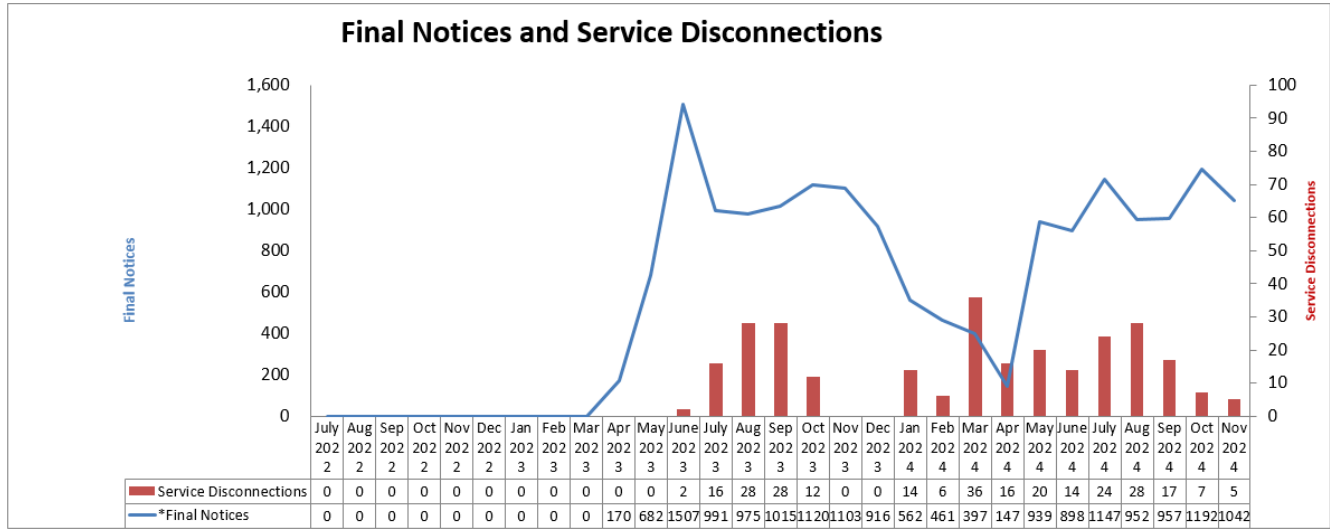
Citations	49
Non-Payment of Parking Fees	43
Parking After Sunset	4
Parking on Fire Road	1
Vehicle Code Violation	1

Ranger Foot and Bike Patrols for the Month	Miles
Foot patrols	109
Bike patrols	56




10. Shutoff Notices and Disconnections:

*Final Notices
Service Disconnections
* Includes 10 day and final notices



FISCAL IMPACT: None.

ATTACHMENT(S): None.

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Office of the General Manager	_____	
	Ben Horenstein General Manager	Ben Horenstein General Manager



STAFF REPORT

Meeting Type: Board of Directors
Title: Amendment No. 1 to Miscellaneous Agreement (MA) 6165 – Janitorial Services
From: Bret Uppendahl, Finance Director
Through: Ben Horenstein, General Manager
Meeting Date: December 17, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Authorize the General Manager to execute Amendment No. 1 to MA-6165 with ML Cleaning, Inc. in the amount of \$228,427.48

SUMMARY: On January 17, 2023, the District awarded MA-6165, in the amount of \$228,427.48, to ML Cleaning, Inc. for the purpose of janitorial services at the Administration Building, Corporation Yard, Water Quality Lab, Sky Oaks Headquarters, San Geronimo Treatment Plant and Bon Tempe Treatment Plant locations. The agreement was for a two year term commencing February 1, 2023 and ending January 31, 2025.

The District has the option to extend the contract in one (1) year increments, for a third, fourth and fifth year of the agreement and will allow price adjustments not to exceed 10% for the optional years. At this time, the District would like to exercise the extension option for an additional two years through January 31, 2027, with Amendment No. 1 to MA-6165 and leave open the option to extend for the fifth year at the end of this two year term.

DISCUSSION: The District awarded MA-6165 to ML Cleaning, Inc. in the amount of \$228,427.48, a two-year agreement, for janitorial services covering the Administration Building, Corporation Yard, Water Quality Lab, Sky Oaks Headquarters, San Geronimo Treatment Plant and Bon Tempe Treatment Plant locations. Janitorial services covers cleaning, washing, dusting, vacuuming and sweeping at all locations on a daily and/or weekly basis, as well as quarterly and/or semi-annually floor strip, clean and waxing, shampooing carpeted areas, high area dusting and interior mirror and glass cleaning.

The agreement is due to expire on January 31, 2025. It is the desire of the District to amend MA-6165, to extend the janitorial services for an additional two-year term, which would expire on January 31, 2027.

ML Cleaning, Inc. has submitted their pricing proposal for the next two years of \$228,427.48, which is the same pricing as the current agreement, with no increase, for a total not to exceed amount of \$456,854.96.

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: Funding for this contract has been included in the FY 2024/25 Inter-Departmental Operating budget.

ATTACHMENT(S):

- 1. Amendment No 1 to Agreement for General Services between Marin Municipal Water District and ML Cleaning, Inc. (MA-6165)
- 2. Exhibit A – Scope of Services
- 3. Exhibit B – Billable Rates

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

**AMENDMENT NO. 1 FOR GENERAL SERVICES
BETWEEN MARIN MUNICIPAL WATER DISTRICT and
ML CLEANING, INC.
(AGREEMENT NO. MA 6165)**

This Contract Amendment ("Amendment No. 1") is entered into by and between Marin Municipal Water District ("District") and ML Cleaning, Inc. ("Service Provider").

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

Section 1. Recitals:

- A. District and the Service Provider entered into an Agreement for General Services beginning February 1, 2023 ("Agreement") and expiring on January 31, 2025.
- B. The parties desire to enter into this Amendment No. 1 to the Agreement to extend Service Provider's janitorial services for a period of two (2) years until January 31, 2027.

Section 2. Terms:

- A. Amendment to Contract: This Amendment No. 1 modifies the Agreement. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
 - 1. Section 4 entitled "COMPENSATION" is hereby amended to read as follows:

The total of all fees paid to Contractor for the satisfactory performance and completion of all services performed pursuant to this Amendment No. 1 and set forth in Exhibit A-1 shall not exceed the total sum of \$228,427.48, for a total not to exceed amount equal to \$456,854.96.
 - 2. Section 5(a) entitled "Billable Rates" is hereby amended to read as follows:

5(a) Contractor shall be paid for the performance of services at unit prices, as set forth in Exhibit B-1.
 - 3. Section 5(c)(6) entitled "Invoices" is hereby amended to read as follows:

Dates of services provided through January 31, 2027.
 - 4. Section 6(a) entitled "TERM, SUSPENSION, TERMINATION" is hereby

amended to read as follows:
The term of this Agreement shall be through February 1, 2027.

- 5. The effective date of this Amendment No. 1 (“Effective Date”) shall be February 1, 2025 and the agreement shall expire on January 31, 2027.

Executed by the parties as follows:

ML Cleaning, Inc.

Dated: _____

By: _____

Marin Municipal Water District

Dated: _____

By: _____

Bennett Horenstein, General Manager

SERVICE PROVIDER'S RESPONSIBILITY

General Information: Service Provider shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced within a reasonable time after notification of such damages. Repairs and/or replacements shall be equal to original in all aspects. No portion of this work shall be subcontracted or assigned without the written authorization of the District. Service Provider shall provide a supervisor or foreman who shall be present at all times during agreement operations, and who shall be responsible for both conduct and workmanship. Said supervisor or foreman shall have the ability to communicate effectively, in English both written and orally.

Custodial Closets

1. The Service Provider shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closet and not in any other part of the building. The janitor's closets shall be kept in a neat and orderly manner at all times.
2. Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in State Fire Marshal approved containers. All containers shall be properly labeled as to contents. Toxic materials that must be stored shall be labeled with its name and proper antidotes. All buckets, wringers, sink mops, and other tools and equipment shall be kept clean and free of odors. The floor/wall-sink, whether porcelain or stainless steel, is to be kept clean and polished at all times. The Service Provider is responsible for abiding by all applicable Federal, State and local codes, laws and regulations regarding storage and use of all material and equipment.

A. Employees

1. All Service Provider personnel shall be employees of the Service Provider. Service Provider shall insure that all personnel are trained in the performance of the work required. Service Provider personnel may have to pass a District background check and/or security screening.
2. Service Provider shall not allow any person(s) under the influence of alcohol or drugs on District premises or in District buildings. Service Provider shall not allow the use or presence of alcohol or drugs on District premises or in District buildings by his employees. No person shall be employed under this agreement that is found to be incompetent, disorderly, troublesome, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable should be discharged immediately and not re-employed under this agreement.

3. Service Provider is required to have Employee ID badges that include i.e.; current photo (head shot), employee name, job title, employee number and date of ID insured).
4. Service Provider shall instruct employee's that photo ID badges are to be worn at all times while working on MMWD sites.
5. Service Provider is required to supply MMWD (Operations Center) with duplicate copy of the employee photo ID badges.
6. Service Provider is required to supply MMWD (Operations Center) with a current list of employees (regular and part time) who will be working at MMWD sites.
7. Service Provider shall notify MMWD Contract Administrator and Operations Center 24-hours in advance if regular staff employee is unable to come to work.
8. Service Provider employees shall check and sign in before their shift and after completion of the shift with Operations Center personnel.
9. Workers shall perform all services in accordance with the agreement and at the direction of the Agreement Administrator or Site Supervisor. Workers shall direct all inquiries or requests related to the services provided to the Agreement Administrator or Site Supervisor.
10. Workers shall not smoke or use profanity or other inappropriate language while on site.
11. Workers shall be courteous to the public and District employees.
12. The Service Provider is responsible for advising his employees of all Environmental and Hazardous Materials Handling and is also required to have and maintain Material Safety Data Sheets (MSDS) on all materials that are required by State and Federal Laws and/or Regulations.

C. Restrictions

General: Service Provider's personnel shall not disturb papers on desks, open drawers or cabinets, use radios, television sets, coffee pots, stoves or refrigerators, nor shall they tamper with any personal or District property.

1. **Telephones:** The Service Provider or its employees shall not use the telephone for personal or business reasons with the following exception(s):
 - a. Notification to the Central Control office of damage as required in this agreement.
 - b. To report need of medical aid, fire or need of law enforcement, use 9-911 number.

Any calls to numbers other than those above will be considered a violation of this agreement and grounds for immediate termination.

2. **Radios:** The Service Provider or its employees shall not use any of the District owned two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of this agreement.

STANDARDS –VEHICLES, EQUIPMENT/TOOLS, MATERIALS/SUPPLIES

General Information: The Service Provider shall furnish everything required to perform this Work Statement. The Service Provider’s equipment, tools materials and supplies shall meet specifications listed herein. The District may inspect the Service Provider’s equipment, materials, or supplies at any time and direct the removal of any items not meeting specification. The Service Provider at the Service Provider’s expense shall replace any items failing to meet required standards. The District will provide water and electrical power.

- A. Service Provider-Furnished Vehicles.** The Service Provider shall provide and maintain Service Provider-owned or leased vehicles to provide transportation to meet the requirements of this agreement. All vehicles used in the performance of the agreement shall be in operable condition and meet the local, state, and federal safety requirements. All vehicles shall be registered, licensed, insured, and operated in accordance with all traffic regulations by a licensed driver.
- B. Service Provider-Furnished Equipment and Tools.** The Service Provider’s equipment shall be of commercial quality, size, and type suitable for accomplishing the various phases of work specified and operate from existing sources of District furnished electrical power. All electrical equipment used by the Service Provider shall meet all safety requirements of the agreement and shall be UL approved. It shall be the responsibility of the Service Provider to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the

capacity of existing building circuits. All equipment shall have bumpers and guards to prevent marking and scratching of fixtures, furnishing, or building surfaces. The Service Provider’s equipment shall be in good repair and able to operate efficiently and safely. Equipment shall be maintained, cleaned and painted to present a neat, professional appearance. The Agreement Administrator may inspect the Service Provider’s equipment and/or tools at any time and direct the removal of any objectionable, improper, inadequate, or unsafe equipment/tools. These items shall be removed for the job by the Service Provider and replaced with satisfactory equipment.

C. Service Provider-Furnished Equipment. The equipment used by the Service Provider shall comply with the following:

Vacuums. Vacuums shall be commercial quality, upright units intended for rugs and carpets. Commercial wet/dry tank-type vacuums shall be used for water pick-up caused from overflow or broken pipes, and other appropriated jobs. Tank type vacuums shall be utilized for vinyl and ceramic floors.

Scrubber/Buffer. Commercial grade floor machines shall be used for floor stripping, spray buffing, dry buffing, and scrubbing floors.

Blower/Dryer. Used after extracting carpeted areas to help speed drying.

Carpet Extractor. Used to perform hot water extraction cleaning of carpeted areas. Commercial-type extractor shall heat water to dispense steam-cleaning solutions, recover the water, chemicals and soil from the carpet. Battery operated automatic floor machines may be used. Service Provider shall supply battery-recharging equipment.

Service Provider-Furnished Tools. The following are representative of the tools the Service Provider should have readily accessible to each employee. The Service Provider is responsible for all equipment, supplies and materials necessary to perform the agreement. If an item is not listed below, it does not relieve them of their responsibility.

- | | | |
|------------------------|---------------------------------------|----------------|
| Brooms, Upright | Floor Push Brooms | Dust Mop |
| Bowl Mop | Polish Cloth | Rubber Gloves |
| Mop Bucket with Ringer | Squeegee | Wax Applicator |
| Mop | Dust Pans | Sponges |
| Funnels | Water hoses for janitor sinks and mat | |
| Scouring Pads | Wooden ladders | |

Pressure sprayer	Spray Bottles	Floor Signs
Spot Remover	Buckets, pails	Scraping Tool
Cleaning and Trash Carts (On wheels)		
Various Pads and Brushes for Scrubbers/Buffers		
Supply of Clean Rags		

E. Supplies

Service Provider shall furnish at his expense all supplies to perform this work. Including but not limited to:

Floor, glass, carpet and other cleaners; floor wax strippers, sealers, tile metal furniture waxes/polishes, disinfectants, deodorant blocks and sand for sand urns/ash trays.

F. Quality of Cleaning Materials, Supplies and Processes

All cleaning supplies, materials, and tools used in the performance of this agreement shall be of good commercial quality, and suitable for the purpose intended. All chemicals and processes used shall be safe and effective for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The District shall have the right to prohibit the use of any process, material, supply or tool which may damage District property or which may be a risk to employees, the public, or others using District facilities.

The Service Provider shall post copies of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA's Hazard Communication Standard. This shall include labeling the contents of all-secondary type plastic bottles or containers.

G. Trash

1. Service Provider shall remove all trash from buildings. Dumpsters and other trash containers are provided for disposal of trash.
2. Service Provider shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall Service Provider or his employee slide containers across the floor or carpet.
3. Service Provider shall not recycle trash or store recycled material on the premises.

PERFORMANCE SPECIFICATIONS

General Information: The Service Provider shall provide all management, tools, equipment and labor necessary to ensure that janitorial services are performed at the District facilities in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance. The Service Provider’s workforce shall perform all services associated with general janitorial or cleaning duties. This will include all specific tasks addressed in this section and listed in the performance requirements summary as well as the general cleaning tasks of spot cleaning smudges, smears, grease marks, etc., from walls, doors (including handles, pushbars and kickplates) and light switch and electrical outlet coverplates.

SUPERINTENDENCE BY SERVICE PROVIDER. The Service Provider shall at all times provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with the terms of the agreement.

A. Cleaning Tasks and Services. All cleaning tasks shall be accomplished to meet the requirements of this Work Statement. There are minimum frequencies for each area requiring cleaning listed below; however, the Service Provider shall maintain each facility to the standards established in this agreement which may require Service Provider services at more frequent intervals. For example, the Service Provider shall supply restrooms whenever necessary to ensure adequate supplies are always available.

1. Maintain Floors. All floors, unless otherwise having carpet, shall receive floor maintenance. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform, glossy appearance, and be free of scuff marks, heel marks, and other stains and discoloration. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain floors underneath. All moved items shall be returned to their proper position when all operations have been completed. Floor maintenance includes the techniques of sweeping, dust mopping, damp mopping, wet mopping, dry buffing, spray buffing, stripping, scrubbing, sealing, and waxing as required to achieve the above stated results. The techniques used depend upon the materials, equipment, and personnel used to do the job. The Service Provider needs to apply these techniques only to the portion of the floor needing work to bring the entire floor up to the standard unless it is necessary to apply these techniques to the entire floor to bring it up to the standard. Wax is only to be applied to floor surfaces that have been cleaned.

2. Sweep/Dust Mop Floors All accessible floor areas shall be swept or dust mopped. After the floor has been swept or dust mopped, the entire floor surface, including corners and abutments will be free of litter, dust and debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to sweep underneath.

3. Mop Floors All accessible floor areas shall be damp and/or wet mopped. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Do not mop wood or carpeted floors.

4. Strip, Scrub, Seal, and Wax Floors. Strip, scrub, seal, and wax floors as indicated in Bid Tab to maintain a uniform glossy appearance. The Service Provider shall perform all tasks associated with the stripping, sealing, and waxing of the floor surface. A non-skid wax is preferred. A uniform glossy appearance is free of scuff marks, heel marks, wax build-up, and other stains and discoloration.

5. Remove Trash. All trash containers shall be emptied at the frequencies stated below and containers returned to their initial location. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle due to a leaky plastic trash bag must be removed. Trash shall be disposed of in plastic bags and securely tied or knotted closed. The Service Provider shall pick up any trash that may fall onto the facility or grounds during the removal of such collection trash. The trash shall be deposited in the nearest outside trash collection point. Unless otherwise indicated, trash shall be picked up from all office wastebaskets. Dirty trash receptacles shall be washed inside and out and shall be odor free. Trash containers and bags shall be carried or wheeled for disposal, and shall not be dragged across any floors.

6. Empty and Clean Public Ashtrays. The Service Provider shall empty all public ashtrays daily. Clean ashtrays periodically by replacing the old sand with new sand.

7. Clean Restrooms/Locker Room. The Service Provider shall perform the following work for restrooms/locker rooms as indicated below:

Clean, disinfect and deodorize surfaces of toilet bowls, urinals, lavatories, sanitary napkin dispensers, plumbing fixtures, partitions, dispensers,

doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles will be left free of deposits, dirt, streaks, and odors.

Disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kickplates, ventilation grates, metal guards, etc.) and all areas adjacent to wall mounted lavatories, urinals, and toilets.

Descal showers, toilet bowls and urinals as needed. After descaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

8. Clean & Refill Dispensers. Service Provider shall ensure all paper towel dispensers are cleaned and refilled throughout the facilities. Clean and refill soap, lotion, toilet tissue and toilet seat cover dispensers in all restrooms. Supplies shall be stored in a designated area on site.

9. Perform Low Dusting. After low dusting, all dust, lint, litter, and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment and from horizontal ledges, windowsills, hand rails, baseboards, air condition vents, etc., to a line 7'-0" above the top of the floor level.

10. Perform High Dusting: After high dusting, all dust, lint, litter, cobwebs and dry soil shall be removed from surfaces higher than seven (7) feet above the top of the floor surface. Air conditioning diffusers, return grilles and window blinds are included in high dusting.

11. Clean Interior Glass/Mirror. Includes all glass partitions, walls, doors, mirrors and adjacent trim. Clean display cases, directory boards and other interior glass not addressed above. After glass cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter (NOTE: Both sides of glass partition, walls and doors are to be cleaned.)

12. Clean Drinking Fountains. Disinfect all porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.

13. Clean Stairways. All floor surfaces shall be maintained and all lint, dust, dirt and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails and baseboards. Service Provider shall remove all marks, dirt, smudges, cuffs, and other foreign matter from adjoining stairwell walls to provide or maintain a clean, uniform appearance.

14. Vacuum Carpets. After being vacuumed, the carpeted floor shall be free of visible litter and soil. All tears, burns, and raveling shall be brought to the attention of the Agreement Administrator or Building Coordinator.

15. Vacuum Hallway Carpets. Service Provider personnel shall vacuum hallway carpets.

16. Spot Clean Carpets. The Service Provider shall spot clean/shampoo carpets that are stained over an area of 2 square feet or less.

17. Vacuum/Clean Walk-Off Mats. The Service Provider shall vacuum/clean interior and exterior walk-off mats. After vacuuming or cleaning, mats shall be free of all visible lint, litter and soil. Carpet style entrance mats shall be vacuumed daily to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.

18. General Spot Cleaning. Service Provider personnel shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to the removing of, or cleaning of smudges, fingerprints, marks, streaks, spill, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, pushbars, kickplates, and fixtures. Germicidal detergent shall be used in restroom, locker rooms, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.

19. Clean/Shampoo Carpets. All cleaning/shampooing shall be accomplished by Deep Dirt Extraction (Steam Cleaning) methods. Apply a heavy-duty spot remover in heavily soiled areas. Apply required amount of cleaning solution with the extractor machine, extract, and allow carpet to dry before use. After shampooing, the carpeted area will be uniform in appearance and be free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs and other similar items. Chairs, trash receptacles, and easily movable items shall be moved to clean carpets underneath, and returned to their original location.

20. Light Maintenance. Change bulbs and lamps in any and all indoor light fixtures located below 10' of ceiling when needed.

21. Clean Exterior Windows Inside and Out. Includes all exterior windows exposed to the outer elements and the insides of those windows. After glass cleaning, there shall be no traces of film, dirt, smudges, water

or other foreign matter. If a subcontractor is providing high window cleaning at San Geronimo Treatment Plant, proof of General Liability, Automobile and Workers Compensation insurance shall be provided to the Agreement Administrator and approved by the District *prior* to scheduling work.

PERFORMANCE

The Service Provider shall, as a minimum, perform the cleaning tasks and services listed above at the following intervals.

1. RESTROOMS/LOCKER ROOMS (as defined above):

1a. Daily (Except at the San Geronimo Treatment Plant where these services will be done three (3) times a week):

- Maintain Floors
- Sweep/Dust Mop Floors
- Mop Floors
- Remove Trash
- Clean & Refill Dispensers
- Perform Low Dusting

1b. Quarterly:

- Strip, Scrub, Seal, and Wax Floors
- Wash down and sanitize all lockers, toilet stalls, shower stalls and walls.
- Perform High Dusting

NOTE: Toilets and urinals shall be cleaned using an acid based cleaner to remove lime deposits and to prevent alkaline buildup in the traps. Wire-formed bowl brushes are prohibited due to the marks left on porcelain, but pumice stones are acceptable. Deodorized blocks shall be used in urinals.

2. KITCHEN (Located in Administration Office):

2a. Daily:

- Remove Trash
- Maintain Floors
- Sweep/Dust Mop Floors
- Mop Floors
- Clean and Refill Dispensers
- General Spot Cleaning
- Wipe down all counter tops, tables and chairs with a disinfectant cleaner
- Clean sinks with Borax or Comet type cleaner
- Fill Dishwasher, dispense soap and turn on
- Empty and put away clean dishes from dishwasher
- Clean Microwaves

2b. Quarterly:

- Strip, Scrub, Seal, and Wax Floors
- Perform High Dusting

3. ALL OTHER BUILDINGS AND SERVICE AREAS:

3a. Daily (Except at the San Geronimo Treatment Plant where these services will be done three (3) times a week):

- Spot-clean all entry glass doors to premises.
- Maintain Floors
- Sweep/Dust Mop Floors
- Mop Floors

- Wipe down Board room and Training room tables
- Remove Trash
- Empty and Clean Public Ashtrays
- Clean & Refill Dispensers
- Clean Drinking Fountains
- Clean Stairways
- Vacuum Carpets
- Vacuum Hallway Carpets
- Spot Clean Carpets
- Vacuum/Clean Walk-Off Mats
- General Spot Cleaning
- Keep Custodial Closet Clean and Orderly
- Computer Rooms shall maintain a dust and static free condition at all times

3b. Weekly:

- Thoroughly vacuum all carpeted areas, including areas that the daily vacuuming does not reach. Include wall edges, around furniture and cabinets, and under desks and office furniture
- Sweep all areas; include wall edges, around furniture and cabinets, and under desks and office furniture
- Perform Low Dusting

3c. Quarterly (Does not include the San Geronimo Treatment Plant Facility):

- Strip, Scrub, Seal, and Wax Floors
- Perform High Dusting

- Clean Interior Glass/Mirror

3d. Semi-Annual (San Geronimo Treatment Plant):

- Strip, Scrub, Seal and Wax Floors
- Clean/Shampoo Carpets

3e. Semi-Annual (Administration Office):

- Clean/Shampoo Carpets in Hallways Only
-
- Clean outside windows

Semi-Annual (Corporation Yard):

- Clean/Shampoo Carpets in offices and training room

3f. Annual (San Geronimo Treatment Plant):

- Clean exterior windows inside and out

Annual (Administration Office):

- Clean/Shampoo all Carpets
- Clean exterior windows inside and out

Annual (Corporation Yard and Water Quality Lab):

- Clean exterior windows inside and out

Janitorial Service

PROPOSAL BIDDING SHEET SCHEDULE SERVICE AREA 1

The following items represent the physical locations of services at which janitorial services are to be provided **daily and weekly** for a two year period. These costs represent the base bid, including all sales and other taxes.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY</u>	
1.	Administration Office 220 Nellen Ave. Corte Madera, CA 94925	\$ 3,189.02	X 12 = \$ 38,268.24
2.	Corporation Yard 220 Tamal Vista Blvd. Corte Madera, CA 94925	\$ 1,784.50	X 12 = \$ 21,414.00
3.	Water Quality Lab 220 Tamal Vista Blvd Corte Madera, CA 94925	\$ 934.90	X 12 = \$ 11,218.80

The following items represent the physical locations of services at which janitorial services are to be provided **quarterly**. These costs represent the base bid, including all sales and other taxes.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUARTERERLY</u>	
4.	Administration Office 220 Nellen Ave. Corte Madera, CA 94925	\$650.00	X 4 = \$ 2,600.00
5.	Corporation Yard 220 Tamal Vista Blvd. Corte Madera, CA 94925	\$358.80	X 4 = \$ 1,435.20

Janitorial Service

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUARTER</u>
6.	Water Quality Lab 220 Tamal Vista Blvd. Corte Madera, CA 94925	\$ <u>450.74</u> X 4 = \$ <u>1,802.96</u>

The following items represent the physical locations of services at which janitorial services are to be provided **annually**. These costs represent the base bid, including all sales and other taxes.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL</u>
6.	Admin Building, Corporation Yard and Water Quality Lab Corte Madera, CA 94925	\$ <u>7,367.96</u> X 1 = \$ <u>7,367.96</u>

GRAND TOTAL FOR ONE YEAR OF SERVICE – AREA 1 \$ 84,107.16

x 2yrs = \$ 168,214.32

The District reserves the right to reject any or all bids. The Professional Service Agreement will be awarded to the lowest responsible bidder as determined by the District. The Professional Service Agreement shall be awarded to only one service provider for all work described in the bid items.

Mummy ML Cleaning Inc
SIGNATURE COMPANY

Mercedes Lanfair
PRINT SIGNATURE NAME

804 Garfield Dr Petaluma Petaluma Ca 94954
ADDRESS CITY/STATE/ZIP CODE

707 765 2855 10/29/2024
TELEPHONE NUMBER DATE

PROPOSAL BIDDING SHEET SCHEDULE SERVICE AREA 2

The following items represent the physical locations of services at which janitorial services are to be provided **two days a week and three days a week, respectively** for a 12-month period. These costs represent the base bid.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY</u>	
1.	Sky Oaks Headquarters 49 Sky Oaks Rd. Fairfax, CA 94930	\$ <u>698.20</u>	X 12 = \$ <u>8,378.40</u>
1.	Bon Tempe Treatment Plant		
2.	The End of Sky Oaks Rd. Fairfax, CA 94930	\$ 658.50	X 12 = \$ <u>7,902.00</u>
3.	San Geronimo Treatment Plant 330 San Geronimo Valley Dr. Woodacre, CA 94973	\$ <u>599.82</u>	X 12 = \$ <u>7,197.84</u>

The following items represent the physical locations of services at which janitorial services are to be provided **quarterly**. These costs represent the base bid, including all sales and other taxes.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUARTERLY</u>	
4.	Sky Oaks Headquarters 49 Sky Oaks Rd. Fairfax, CA 94930	\$ <u>520.80</u>	X 4 = \$ <u>2,083.20</u>
5.	Bon Tempe Treatment Plant The End of Sky Oaks Rd. Fairfax, CA 94930	\$ <u>297.50</u>	X 4 = \$ <u>1,190.00</u>
6.	San Geronimo Treatment Plant 330 San Geronimo Valley Dr. Woodacre, CA 94973	\$ <u>349.66</u>	X 4 = \$ <u>1,398.64</u>

The following items represent the physical locations of services at which janitorial services are to be provided **annually**. These costs represent the base bid, including all sales and other taxes.

Janitorial Service

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL</u>
1.	Sky Oaks Headquarters 49 Sky Oaks Rd. Farifax, CA 94930	\$ <u>698.20</u> X 1 = \$ <u>698.20</u>
2.	Bon Tempe Treatment Plant The End of Sky Oaks Rd. Fairfax, CA 94930	\$ <u>658.50</u> X 1 = \$ <u>658.50</u>
3.	San Geronimo Treatment Plant 330 San Geronimo Valley Dr. Woodacre, CA 94973	\$ <u>599.80</u> X 1 = \$ <u>599.80</u>

GRAND TOTAL FOR ONE YEAR OF SERVICE – AREA 2 \$ 30,106.58

x 2 years = \$60,213.16

GRAND TOTAL FOR TWO YEARS OF SERVICE AREAS 1 & 2: \$ 228,427.48

The District reserves the right to reject any or all bids. The Professional Service Agreement will be awarded to the lowest responsible bidder as determined by the District. The Professional Service Agreement shall be awarded to only one service provider for all work described in the bid items.

	ML Cleaning Inc
SIGNATURE	COMPANY

Mercedes Lanfair

PRINT SIGNATURE NAME

804 Garfield Dr Petaluma	94954
ADDRESS	CITY/STATE/ZIP CODE

707 765 2855	10/29/2024
TELEPHONE NUMBER	DATE



STAFF REPORT

Section 8. Item #d.

Meeting Type: Board of Directors
Title: Network Infrastructure Refresh Project
From: Bret Uppendahl, Finance Director
Through: Ben Horenstein, General Manager
Meeting Date: December 17, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Authorize the General Manager to execute Amendment No. 1 to MA-6326 with Quest Technology Management in the amount not to exceed \$105,000

SUMMARY: Much of the current hardware supporting the District network is well past its service life or will no longer be supported by the manufacturer within a year. Remediation is also required to replace cabling and fiber infrastructure to support modern networking standards and increased speeds. Lastly, the current Wide Area Network (WAN) architecture can be simplified by migrating off of the current solution and moving towards WAN services directly provided by our primary carrier.

Staff is proposing an amendment to MA-6326 with Quest Technology Management to perform the needed remediation. This project marks an important step in improving the reliability, capacity, and performance of the District local and wide area networks and is critical for the delivery of IT services, solutions, and applications across the organization.

DISCUSSION: Staff provided an overview of the Network Infrastructure Refresh project at the Operations Committee on November 15th. This project is necessary to ensure future serviceability and manageability of the District’s network and is a crucial component supporting the adoption of cloud services and the modernization of the District’s ERP infrastructure. This project will provide several benefits to the District, including cost reduction, simplification of network architecture, improved functionality and increased reliability.

The District entered into an agreement with Quest Technology Management (MA 6326) for \$40,000 in October 2024 for remediation work at the Corporation Yard. The proposed amendment would add an additional \$105,000 for a not to exceed total of \$145,000.

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: As shown in the table below, and detailed in the attachments, the estimated cost for Quest Technology Management to perform the remediation is \$104,928. This includes, cabling, and fiber upgrades as well as professional services for execution of the project. The purchase of network hardware and associated licensing costs are not included.

Component	Description	Quote
Admin Building/Corp Yard	<ul style="list-style-type: none"> Install armored and outdoor-rated fiber optic cable Install a 12U network rack in the electrical room. Install 1 Cat 6 plenum rated cable for a feeder from the electrical room to an existing rack in the Lab. Install 275 feet of indoor/outdoor fiber between the electrical room and the warehouse. Install 1 harsh environment 42U network cabinet. 	\$54,928
Bon Tempe/ San Geronimo/ Ignacio	<ul style="list-style-type: none"> Install a 10-12U wall mounted rack Install a 3U vertical network rack. Install new 24-port modular patch panels. Relocate the OSP cables and Access Points Install Cat 6 data drops 	\$30,000
Sky Oaks	<ul style="list-style-type: none"> Install a new 24-port modular patch panel. Install approximately 15 plenum rated data cables. Run new 6 Strand outdoor rated fiber between ranger station and both trailers 	\$20,000

Total Project Cost: \$104,928

ATTACHMENT(S):

1. Amendment No. 1 to Agreement for Professional Services between Marin Municipal Water District and Quest Technology Management (MA-6326)

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Finance	 <hr style="border: 0; border-top: 1px solid black;"/> Bret Uppendahl Finance Director	 <hr style="border: 0; border-top: 1px solid black;"/> Ben Horenstein General Manager

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN MARIN MUNICIPAL WATER
DISTRICT and QUEST TECHNOLOGY MANAGEMENT (aka QUEST MEDIA & SUPPLIES INC.)
(Miscellaneous Agreement No. 6326)**

This Contract Amendment (“First Amendment”) is entered into by and between Marin Municipal Water District (“District”) and Quest Technology Management (aka Quest Media & Supplies Inc.) (“Consultant”).

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

Section 1. Recitals:

- A. District and Consultant entered into an Agreement, for replacement of fiber optic cabling and remediation/cleanup of UTP cabling at the District’s Corporation Yard, dated October 4, 2024 (“Agreement”).
- B. The parties desire to enter into an amendment (“First Amendment”) to the Agreement to increase the not to exceed amount set forth in the Agreement to permit the utilization services and to perform work at additional District sites.

Section 2. Terms:

- A. Amendment to Agreement: This First Amendment modifies the Agreement. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
 - 1. **Amend Section 1 entitled “Description of Services and Payment”, subsection (b) to read as follows:**

The fee and fee payment for such work shall be as stipulated within Attachment A of this First Amendment, which is attached hereto and incorporated herein. Payment for these services shall not exceed \$105,000 in total without prior written approval and a further amendment to the Agreement. The total amount payable under the Agreement and this First Amendment together shall not exceed One Hundred Forty-Five Thousand Dollars (\$145,000).

QUEST TECHNOLOGY MANAGEMENT

Dated: _____

By: _____
Ray Aldrich, Director of Professional Services

MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By: _____
Bennett Horenstein, General Manager

ATTACHMENT A



Statement of Work

Site	Description	Quote
Admin Building	<ul style="list-style-type: none"> Install, terminate, test and label (200) feet of 6 strand Single Mode armored fiber optic cable from the server room to IDF closet in the hallway. The fiber will terminate in an existing 2 post rack and existing fiber LIU in the Server Room. The fiber will terminate in an existing wall mount cabinet in a new LIU in the IDF. The pathway will be over the ceiling following the hallway. Do not disturb the ceiling 	\$15,000
Corporation Yard & Lab	<ul style="list-style-type: none"> Install, terminate, test and label 1000 feet of 6 strand Single Mode outdoor rated fiber between the Admin Building and the Lab building. The fiber will be terminated in an existing rack in the Admin building and a new 12U rack in the Lab building. Install a 12U network rack in the electrical room. Install (1) Cat 6 plenum rated cable for a feeder from the electrical room to an existing rack in the Lab. Install, terminate test and label 275 feet of 6 strand Single Mode indoor/outdoor fiber in a 3/4 inch conduit between the electrical room and the warehouse. Remove an existing 42U rack, all cabling, fiber and network equipment and set it off to the side. Install (1) harsh environment 42U network cabinet. Remove cable off the ground, support on the wall, clean up, re-terminate, test and label approximately (100) existing data drops in the new network cabinet. Some existing drops may need to be repaired, if possible 	\$39,928
Bon Tempe Treatment Plant	<ul style="list-style-type: none"> Install a 10-12U wall mounted rack in office next to control room. Install a new (24) port modular patch panel. Relocate the OSP cable currently running to the basement IDF to the new rack. Install, terminate, test and label (3) Cat6 data drops for (3) customer owned AP's. AP cable will be installed in EMT and end up outside. (approximately 40 feet of 3/4 inch EMT + 20 feet of liquid tight on the outside). 	\$15,000
San Geronimo Treatment Plant	<ul style="list-style-type: none"> Install a new (24) port modular patch panel. Re-cable (1) customer owned AP with Cat6 OSP rated cable. Install, terminate, test and label (12) Cat6 data cables (wreck out old cable). Relocate (2) existing AP's closer to outside walls by filtering tanks. 	\$10,000

Site	Description	Quote
Ignacio Pump Station	<ul style="list-style-type: none"> • Install a 3U vertical network rack. • Install a new (24) port modular patch panel. • Install, terminate, test and label (2) Cat6 data drops for (2) customer owned AP's, (1) inside the office and (1) for the exterior parking lot. 	\$5,000
Sky Oaks Watershed Center	<ul style="list-style-type: none"> • Install a new (24) port modular patch panel. • Install, terminate, test and label approximately (15) plenum rated data cables. (Wreck out old cable). • Run new 6 Strand outdoor rated fiber between ranger station and both trailers 	\$20,000

Total Projected Cost: \$104,928

All calls will have a minimum charge as follows:
 8 am to 5 pm \$500 minimum charge for four man-hours.
 Overtime (after 5 pm), Weekends & Holidays \$750 minimum charge for four man-hours.

Additional labor hours will be charged as follows:
 8 am to 5 pm \$125 per man-hour for additional labor.

Overtime (after 5 pm), Weekends & Holidays
 \$187.50 per man-hour for additional labor.

Project Coordinator
 \$95 per man-hour

Travel Charges are as follows:
 All Travel \$85 per man-hour

Materials and shipping cost will be billed as actual plus a processing fee.
 Charges will start when the technician leaves the Quest office.

This qualifies under prevailing wage.



AGREEMENT FOR PROFESSIONAL SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter the "District", and Quest Technology Management (aka Quest Media & Supplies Inc.), hereinafter, "Consultant".

WHEREAS, Consultant is a duly qualified consulting firm, experienced as a subject matter expert on the design and installation of low voltage data cabling infrastructure, computer network switching infrastructure, and fiber optic data cabling.

WHEREAS, in the judgment of the Board of Directors of the District, it is necessary and desirable to employ the services of the Consultant for the replacement of the current fiber optic cabling infrastructure between the MMWD Administration Building and the Corporation Yard sites, as well as cleanup and remediation of sub-standard Ethernet cabling located in an aggregation cabinet in the Corporation Yard warehouse to improve both network fidelity and capacity.

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

PART A – SPECIFIC PROVISIONS:

- 1. **DESCRIPTION OF SERVICES AND PAYMENT:** Except as modified in this agreement, the services to be provided and the payment schedule are:
 - a. The Scope of Work covered by this agreement shall be that included in Attachment A of this agreement.
 - b. The fee and fee payment for such work shall be as stipulated within Attachment A of this agreement and shall not exceed \$40,000 in total without prior written approval and an amendment to this agreement.

PART B – GENERAL PROVISIONS

- 1. **ASSIGNMENT/DELEGATION:** Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 2. **STATUS OF CONSULTANT:** The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of District, and is not entitled to participate in any pension

plan, insurance, bonus or similar benefits District provides its employees.

3. INDEMNIFICATION: District is relying on professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the Consultant's work by District shall not operate as a waiver or release.

- a. Consultant expressly agrees to defend, indemnify and hold harmless District, its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits and damages, including attorneys' fees, arising out of or pertaining or relating to Consultant's, its associates', employees', subcontractors', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend District, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with this agreement and the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of District.

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

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by **June 30 2024**, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

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

DISTRICT: Marin Municipal Water District
Attn: Bradford Taylor / Information Technology Manager
220 Nellen Avenue
Corte Madera, CA 94925
Ph.# 415-945-1445

CONSULTANT: Quest Technology Management
Attn: Georgina Hastings / Billing Director
9000 Foothills Blvd., Suite 100
Roseville, CA 95747
Ph.# 916-338-7070

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

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

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

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

In addition, if the Consultant should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, District may terminate this agreement by giving the Consultant written notice of such termination, stating the reason for such termination. In such event, the Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by the Consultant bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by District by virtue of the breach of the agreement by the Consultant.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: The Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent,

and right to ideas, in and to all versions of any plans and specifications, reports, video tapes, photographs, and documents now or later prepared by the Consultant in connection with this contract.

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

All materials resulting from the efforts of District and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, video tapes, computer programs, computer printouts, digital data, notes, and any other pertinent data are the exclusive property of District. Provided, however, that Consultant may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Consultant's business, so long as such excerpts and data do not identify District by name or contain any of the District's confidential or proprietary information, and provided further that Consultant retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Consultant's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Pre-existing Intellectual Property"). Nothing contained in this Agreement shall preclude Consultant from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Consultant shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Consultant shall not use or disclose any of District's confidential information.

District shall retain its rights in any confidential and proprietary material that District supplies to Consultant. If the District provides Consultant with materials owned or controlled by District or with use of, or access to, such materials, the District grants to Consultant all rights and licenses that are necessary for Consultant to fulfill its obligations under each Statement of Work. Consultant grants to District for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Consultant Pre-existing Intellectual Property embodied in the Deliverables.

Attachment A – Quote & Estimate (#018854) / Scope of Work
Attachment B - Additional Insured Endorsement (mandatory inclusion)

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

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

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

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

14. INSURANCE: The Consultant shall obtain insurance acceptable to District in a company or companies with a Best's rated carrier of at least "A". The required documentation of such insurance shall be furnished to District at the time the Consultant returns the executed contract. The Consultant shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

The Consultant shall have and maintain at all times during the life of this agreement, up to the date of acceptance, the following policies of insurance:

- a. **Workers' Compensation Insurance:** Workers' Compensation Insurance to cover its employees, as required by the State of California, and shall also require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior notice to District, Attn: Bradford Taylor, by certified mail."

The Workers' Compensation Insurance self-insured deductibles and retentions for both the Consultant and its subcontractors shall not exceed \$1,000.

- b. **Public Liability Insurance:** Personal Injury (including bodily injury) and Property Damage Insurance for all activities of the Consultant and its subcontractors arising out of or in connection with this agreement, written on a commercial general liability form which provides coverage at least as

broad as ISO Commercial General Liability Occurrence Form CG 00 011185 or 88 or any subsequent revision or equivalent including benefit contractual coverage, completed operations coverage, Consultant's protective coverage, and automobile coverage. The automobile coverage should be at least as broad as ISO Business Auto Form CA00I edition 187 or equivalent including employer's non-ownership liability. All deductibles or self-insured retentions shall not exceed \$1,000. Coverage in an amount not less than \$1,000,000 combined single limit personal injury, including bodily injury, and property damage for each occurrence is required. Each such policy shall be endorsed with the following language:

1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
2. The insurance shall be primary as respects the insured shown in the schedule above.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.
4. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
5. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Consultant's policy shall be endorsed with "Attachment D - Additional Insured Endorsement" form.

The General Aggregate Limits of Insurance in the referenced policies apply separately to this project.

- c. Professional Liability Insurance: The Consultant shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than \$1,000,000. All insurance deductibles or self-insured retentions shall not exceed \$1,000. All Professional Liability Insurance policies shall be endorsed with the following specific language:
 - (i) This policy shall not be canceled without first giving thirty {30} days prior notice to District by certified mail.
- d. Documentation: The following documentation of insurance shall be

submitted to District:

- (i) A Certificate of Insurance for Workers' Compensation Insurance for Consultant. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.
 - (ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraphs b. and c. shall be attached to each Certificate submitted.
- e. Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

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

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

16. BILLING AND DOCUMENTATION: The Consultant shall bill District for work on a monthly or agreed upon basis or as articulated in Attachment Band shall include a summary of work for which payment is requested. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

This engagement is to be conducted on a time and materials basis, with billing to be submitted per the hourly rate schedule shown below:

Category/Description	Hourly Rate
Engineering & Support Services	\$265.00
Materials & Expenses	Actual

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

Dated: October 8, 2024
 By: Ray Aldrich
 Director of Professional Services

QUEST TECHNOLOGY MANAGEMENT
DocuSigned by:
Ray Aldrich
129ECCD2499D46B...

Dated: 10/04/2024
 By: Bennett Horenstein
 General Manager

MARIN MUNICIPAL WATER DISTRICT



STAFF REPORT

Meeting Type: Board of Directors

Title: Adopt a Marin Municipal Water District Health Reimbursement Arrangement Plan to Allow the District to Administer Healthcare Premium Reimbursements to District Retirees

From: Vikkie Garay, Human Resources Manager

Through: Ben Horenstein, General Manager

Meeting Date: December 17, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve a resolution adopting a Marin Municipal Water District Health Reimbursement Arrangement Plan (HRA Plan) to allow the District to administer healthcare premium reimbursements to District retirees in accordance with the District’s Retiree Healthcare Contribution Schedule

SUMMARY: As a result of labor and employment contract negotiations, in November 2023, the Board approved changes to the retirement health care benefits for new employees. All District employees hired after January 1, 2024, may receive District paid contributions towards their and their spouse’s, if applicable, healthcare premiums based on the vesting schedules outlined in the Memorandum of Understanding (MOU) between the Marin Municipal Water District and Service Employees International Union (SEIU), Local 1021, for represented employees, and Resolution No. 8760 for unrepresented employees (“District’s Retiree Healthcare Contribution Schedule”).

CalPERS, the District's benefit administrator, does not administer healthcare contribution payments that align with District's vesting and tiered benefits schedule. To ensure that the District’s contributions are in alignment with the District’s Retiree Healthcare Contribution Schedule, the District must administer the payment of retiree healthcare premium contributions outside of the CalPERS program.

DISCUSSION: To ensure that District retiree healthcare premium contributions are in alignment with the District service requirements outlined in the MOU and Resolution No. 8760 for unrepresented employees, the District will pay CalPERS only the required Public Employees’ Medical and Hospital Care Act (PEMHCA) minimum healthcare premium for all District retirees, which the District is required to pay for all retirees. The remainder of the healthcare premium will be paid by the retiree to CalPERS, typically through a deduction from their monthly pension payment. The District will then provide

monthly payments via check or direct deposit through a third-party administrator to reimburse the retirees for any amount over the PEMHCA minimum to which they are entitled based on the District’s Retiree Healthcare Benefits Schedule. This will allow the District to implement different retiree health care benefits, consistent with the revised vesting schedule adopted in November 2023, for newer employees once they retire.

A health reimbursement arrangement (HRA) is an employer-funded plan that can be used to reimburse retirees for healthcare insurance premiums. The benefit of a HRA is that, pursuant to Section 105 of the Internal Revenue Service Code, reimbursement dollars received by retirees are generally deemed tax-free by the IRS.

Staff recommends that the Board approve the resolution adopting the HRA Plan and Plan Summary to allow the District to reimburse retirees participating in the District’s retiree healthcare program for qualifying healthcare premium costs consistent with the District’s Retiree Healthcare Contribution Schedule.

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: The budget for health insurance is included in each department’s operating budget.

ATTACHMENT(S):

- 1. Proposed Resolution Adopting HRA Plan and Plan Summary

DEPARTMENT OR DIVISION	DEPARTMENT MANAGER	APPROVED
Human Resources Department	 Vikkie Garay Human Resources Manager	 Ben Horenstein General Manager

Attachment 1

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

RESOLUTION OF THE BOARD OF THE MARIN MUNICIPAL WATER DISTRICT
ADOPTING THE MARIN MUNICIPAL WATER DISTRICT HEALTHCARE
REIMBURSEMENT ARRANGEMENT PLAN AND PLAN SUMMARY

WHEREAS, in November 2023, the Marin Municipal Water District Board of Directors approved a new Memorandum of Understanding (MOU) for employees represented by SEIU Local 1021 and Resolution No. 8760 for unrepresented employees, which set forth new retiree healthcare vesting schedules for all District employees hired after January 1, 2024, and created a tiered benefit system for District retirees (“District’s Retiree Healthcare Contribution Schedule”);

WHEREAS, CalPERS, who the District contracts with for healthcare insurance, will not implement and enforce the new District’s Retiree Healthcare Contribution Schedule;

WHEREAS, to ensure proper implementation and enforcement of the District’s Healthcare Contribution Schedule, the District is required to self-administer the program;

WHEREAS, after a competitive selection process, the District engaged P&A Group to serve as the Claims Administrator and assist with the implementation and administration of the District’s Retiree Healthcare Contribution Schedule;

WHEREAS, in October 2024, District retirees were notified of the necessary changes to how the District’s contribution towards their retiree healthcare would occur and additional steps were taken by District staff to begin the implementation and administration of the District’s Retiree Healthcare Contribution Schedule;

WHEREAS, among one of the remaining steps to implement the retiree healthcare program is the adoption of a Healthcare Reimbursement Arrangement Plan and Plan Summary which will detail the reimbursement process while ensuring that such reimbursements receive tax advantaged status consistent with Section 105 of the Internal Revenue Service Code; and

NOW THEREFORE BE IT RESOLVED that the Board approves and authorizes the following:

1. The form of the Marin Municipal Water District Health Reimbursement Arrangement Plan (Plan), effective January 01, 2025, presented at this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the District are hereby authorized

and directed to execute and deliver to the Claims Administrator of said Plan one or more counterparts of the Plan, and to make minor amendments as necessary to keep the Plan current and in compliance with applicable legal requirements.

2. District staff and the Claims Administrator shall be instructed to take such actions that they deem necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.
3. The proper agents of the District shall act as soon as possible to notify retired District employees of the adoption of the Plan and to deliver to each retired employee a copy of the Plan Summary, which is attached hereto and is hereby approved.
4. The undersigned further certifies that attached hereto as Exhibits, are true and correct copies of the Marin Municipal Water District's Plan and Plan Summary approved and adopted at this meeting of the Board of Directors on December 17, 2024.

PASSED AND ADOPTED this 17th day of December 2024, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Matthew Samson
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

Attachments:

1. Marin Municipal Water District Healthcare Reimbursement Arrangement Plan
2. Marin Municipal Water District Healthcare Reimbursement Arrangement Plan Summary

Marin Municipal Water District

Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925

Marin Municipal Water District Health Reimbursement Arrangement (HRA) Plan Effective January 01, 2025

I. ARTICLE - DEFINITIONS

- 01. "PLAN ADMINISTRATOR"
- 02. "CODE"
- 03. "COVERAGE PERIOD"
- 04. "EFFECTIVE DATE"
- 05. "ELIGIBLE RETIRED EMPLOYEE"
- 06. "EMPLOYER"
- 07. "EMPLOYER CONTRIBUTION"
- 08. "PARTICIPANT"
- 09. "PERMISSIBLE EMPLOYEE CLASS(ES)"
- 10. "PLAN YEAR"
- 11. "PREMIUMS"
- 12. "QUALIFYING EXPENSES"
- 13. "RETIRED EMPLOYEE"

II. ARTICLE - PARTICIPATION

- 01. ELIGIBILITY
- 02. EFFECTIVE DATE OF PARTICIPATION
- 03. TERMINATION OF PARTICIPATION

III. ARTICLE - BENEFITS

- 01. ESTABLISHMENT OF HRA
- 02. NONDISCRIMINATION REQUIREMENTS
- 03. HEALTH REIMBURSEMENT ARRANGEMENT CLAIMS
- 04. RECOVERY OF EXCESS OR MISTAKEN PAYMENTS

IV. ARTICLE - PLAN PROVISIONS

- 01. CLAIM FOR BENEFITS
- 02. NAMED FIDUCIARY
- 03. GENERAL FIDUCIARY RESPONSIBILITIES
- 04. NONASSIGNABILITY OF RIGHTS

V. ARTICLE - ADMINISTRATION

- 01. HRA ADMINISTRATION
- 02. EXAMINATION OF RECORDS
- 03. INDEMNIFICATION OF ADMINISTRATOR

VI. ARTICLE - AMENDMENT OR TERMINATION OF HRA

- 01. AMENDMENT
- 02. TERMINATION

VII. ARTICLE - MISCELLANEOUS

- 01. ADOPTION BY OTHER EMPLOYERS
- 02. HRA INTERPRETATION
- 03. GENDER AND NUMBER
- 04. WRITTEN DOCUMENT
- 05. EXCLUSIVE BENEFIT
- 06. NOT EMPLOYMENT CONTRACT
- 07. ACTION BY THE EMPLOYER
- 08. NO GUARANTEE OF TAX CONSEQUENCES
- 09. INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS
- 10. FUNDING
- 11. GOVERNING LAW
- 12. SEVERABILITY

13.	HEADINGS	
14.	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT	
15.	UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT	
16.	HIPAA PRIVACY STANDARDS	
17.	HIPAA ELECTRONIC SECURITY STANDARDS	

Section 8. Item #e.

VIII. Appendix A- HRA Plan Document

INTRODUCTION

Marin Municipal Water District ("District") hereby adopts the District Health Reimbursement Arrangement Plan (the "HRA") with an effective date of January 1, 2025, the terms of which are set forth in this document and appendix hereto. The HRA provides for the reimbursement of healthcare premium expenses, as described in this document, which have been incurred by HRA Participants.

It is intended that the HRA meet the requirements for qualification under Code Section 105 with respect to Retired Employees, and that benefits paid to Retired Employees hereunder be excludible from their gross incomes pursuant to Code Section 105(b).

I. ARTICLE - DEFINITIONS

As used in this HRA, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

01. **"Plan Administrator or Administrator"** means the individual(s) or committee appointed by the Employer to carry out the administration of the HRA. In the event the Administrator has not been appointed, or resigns from an appointment, the Employer shall be deemed to be the Administrator.
02. **"Code"** means the Internal Revenue Code of 1986, as amended.
03. **"Coverage Period"** means the period of the current plan year in which the individual is an eligible employee on or after his or her plan entry date.
04. **"Effective Date"** means January 1, 2025.
05. **"Eligible Retired Employee"** means a Retired Employee who meets the eligibility requirements set forth under the HRA and included in the Section titled: "Eligibility".
06. **"Employer"** means the Marin Municipal Water District, a Government Entity or any successor which shall maintain this HRA.
07. **"Employer Contribution"** means the amounts contributed to the HRA by the Employer.
08. **"Participant"** means any Eligible Retired Employee and their qualifying spouse or dependent, if any, who has satisfied the requirements of the Section titled: "Eligibility" and has not for any reason become ineligible to participate further in the HRA.
09. **"Permissible Employee Class(es)"** means the permitted classifications for distinguishing among employees defined by law.
10. **"Plan Year"** means the 12-month period beginning January 01 and ending December 31.
11. **"Premiums"** mean the Participant's cost for any health plan coverage, including Medicare or other similar coverage as provided under the Social Security Act.
12. **"Qualifying Expenses"** means any expenses as described in the Appendix of this document that meets the definition of "qualified expenses" (within the meaning of Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder) of the Participant, the Participant's spouse or a Dependent and that are not otherwise used by the Participant as a deduction in determining the Participant's tax liability under the Code or reimbursed under any other health coverage, including a health Flexible Spending Account.
13. **"Retired Employee"** means any person who has retired from previous employment by the Employer or such other qualification requirements as set forth by the Employer.

II. ARTICLE - PARTICIPATION

01. Eligibility

A Participant shall be eligible to participate in the HRA if such person meets the Employer's eligibility requirements as established by the Employer, CalPERS and applicable law.

02. Effective Date of Participation

Any Participant shall be eligible to participate in the HRA if such person meets the Employer's eligibility requirements as separately established by the Employer hereunder on the date such individual is enrolled in the Employer's group medical plan.

03. Termination of Participation

Participants may continue to participate in the HRA, while amounts remain in the HRA, and any unused amounts shall be forfeited. In the case of the death of the Participant, any remaining balances may only be paid out as reimbursements for Qualifying Expenses as stated in the Section titled: "Health Reimbursement Arrangement Claims" under the Article title: "Benefits" and shall not constitute a death benefit to the Participant's estate and/or the Participant's beneficiaries. Similarly, if there are no surviving Dependent(s) who may be located to be able to utilize any unused amounts upon the Participant's death after a reasonable search, such remaining balances shall be forfeited and returned to the Plan for further use in defraying other Plan administrative costs or as further contribution allocations as determined by the Employer. A Participant shall be permitted at least annually to opt out of the HRA and waive future reimbursements from the HRA. The above notwithstanding, any Participant who is re-hired by the Employer for any period shall cease to be considered as a Participating Retired Employee for that period of time in which such individual remains actively employed, and no further payments can be made to such Participant during that remaining employment period of service with the Employer, except for Retired Employees who are qualifying CalPERS retired annuitants performing temporary work for the Employer

III. ARTICLE - BENEFITS

01. Establishment of HRA

- a. The HRA is intended to qualify as a Health Reimbursement Arrangement under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder.
- b. Claims for the reimbursement of Qualifying Expenses, as defined under the HRA, will be submitted by the Employer.
- c. The Employer shall make available to Participant an Employer Contribution in the amounts listed in the Appendix of this document.

The amounts provided to the HRA by the Employer will be made available pro rata on a monthly basis.

- d. This HRA shall not be coordinated or otherwise connected to the Employer's cafeteria plan (as defined in Code Section 125), except as permitted by the Code and the Treasury regulations thereunder in order for this HRA to be maintained as a Health Reimbursement Arrangement. No salary reduction contributions may be made to this Health Reimbursement Arrangement.

02. Nondiscrimination Requirements

- a. It is the intent of this Health Reimbursement Arrangement to not discriminate in violation of the Code and the Treasury regulations thereunder.
- b. If the Administrator deems it necessary in order to avoid discrimination under this Health Reimbursement Arrangement, it may, but shall not be required to reduce benefits provided to "highly compensated individuals" (as defined in Code Section 105(h)) in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

03. Health Reimbursement Arrangement Claims

- a. The Employer will submit all claims to the Claims Administrator for processing. The Claims Processor will process claims according to the Employer's HRA plan design then send a check or direct deposit, if Participant enrolls in direct deposit, for the amount that is eligible for reimbursement through this HRA. The Participant is responsible to pay the Provider for billed amounts not covered by this HRA.
- b. Payments under this HRA shall be made directly to the Participant.
- c. If the maximum amount available for reimbursement for a Coverage Period is not utilized in its entirety, refer to Appendix A for information on how these funds will be handled.

04. Recovery of Excess or Mistaken Payments

If any reimbursement or other payment made under this HRA Plan is subsequently found to have been excessive or made in error, the Plan shall notify the Participant and be entitled to recover the amount of such mistaken payments in accordance with the procedures set forth in this subsection. The Administrator and the Employer shall pursue recovery of mistaken payments utilizing one or more of the following correction methods: (a) Require the Participant or other person receiving the mistaken payment to reimburse the Plan for the amount of the mistaken payment; (b) If the HRA Administrator and the Employer are unable to obtain repayment per (a) above, deny the Participant reimbursement of subsequently submitted claims incurred during the same Plan Year until the amount of the mistaken payment is fully recovered by the Plan; or (c) Take such other action that the HRA Administrator and Employer reasonably deem necessary to ensure recovery of mistaken payments and that such mistaken payments do not recur. If none of the above correction methods are successful in recovering a mistaken payment, the Employer, consistent with its business practice, may treat the amount owed by the Participant as it would any other business debt. To the extent the Employer forgives the debt after requesting payment consistent with collection procedures for other business debt, the Employer shall report the amount of the mistaken payment to the Participant and IRS as taxable wages. Any of the above correction methods shall be pursued only in accordance with and to the extent permitted by applicable law.

IV. ARTICLE - PLAN PROVISIONS

01. Claim for Benefits

Any claim for Benefits shall be made by the Employer to the Administrator. The following time frames and the rules below for resolution of Participant claims apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Administrator will provide written or electronic notification of all claim denials to Employer and Participant as deemed necessary by Administrator. The notice will state:

1. Information sufficient to identify the claim involved, including the date,, the claim amount (if applicable),.
2. The specific reason or reasons for the adverse determination.
3. Reference to the specific HRA provisions on which the determination is based.
4. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.
5. A description of the HRA's internal review procedures and time limits applicable to such procedures, available external review procedures.
6. That upon request and free of charge, the following will be provided: a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding the claim.

When the Participant receives a notice of a decision of denial, the Participant shall have 180 days following receipt of the notification within which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the HRA. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the claim determination;
2. was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with HRA documents and that HRA provisions have been applied consistently with respect to all claimants; or
4. constituted a statement of policy or guidance with respect to the HRA concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the HRA who is neither the individual who made the adverse determination nor a subordinate of that individual.

After receiving notice of an adverse benefit determination or a final internal adverse benefit determination, a claimant may file with the HRA a request for an external review. A claimant request from the Administrator additional information describing the HRA's external review procedure.

02. Named Fiduciary

The "named Fiduciaries" of this HRA are (1) the Employer and (2) the Administrator. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under the HRA including, but not limited to, any agreement allocating or delegating their responsibilities, the terms of which are incorporated herein by reference. In general, the Employer shall have the sole responsibility for providing benefits under the HRA; and shall have the sole authority to appoint and remove the Administrator; and to amend or terminate, in whole or in part, the HRA. The Administrator shall have the sole responsibility for the administration of the HRA, which responsibility is specifically described in the HRA. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under the HRA, and is not required under the HRA to inquire into the propriety of any such direction, information or action. It is intended under the HRA that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the HRA. Any person or group may serve in more than one Fiduciary capacity.

03. General Fiduciary Responsibilities

The Administrator and any other fiduciary shall discharge their duties with respect to this HRA solely in the interest of the Participants and their beneficiaries and

- a. for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the HRA;
- b. with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

04. Nonassignability of Rights

The right of any Participant to receive any reimbursement under the HRA shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

V. ARTICLE - ADMINISTRATION

01. HRA Administration

The operation of the HRA shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the HRA is carried out in accordance with its terms, and for the exclusive benefit of Participants entitled to participate in the HRA. The Administrator shall have full power to administer the HRA in all of its details. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this HRA:

- a. To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the HRA;
- b. To interpret the HRA, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the HRA;
- c. To decide all questions concerning the HRA and the eligibility of any person to participate in the HRA and to receive benefits provided under the HRA;
- d. To limit benefits for certain highly compensated individuals if it deems such to be desirable in order to avoid discrimination under the HRA in violation of the applicable provisions of the Code;
- e. To approve reimbursement requests and to authorize the payment of benefits;
- f. To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the HRA; and

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the HRA shall continue to comply with the terms of Code Section 105(h) and the Treasury regulations thereunder.

02. Examination of Records

The Administrator shall make available to each Participant for examination at reasonable times during normal business hours, such records as pertain to that person's interest under the HRA.

03. Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee of the Employer who otherwise assists the Administrator in its obligations under this Plan against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the HRA, if such act or omission is or was in good faith.

VI. ARTICLE - AMENDMENT OR TERMINATION OF HRA

01. **Amendment**

The Employer, at any time or from time to time, may amend any or all of the provisions of the HRA without the consent of any Participant.

02. **Termination**

The Employer is establishing this HRA with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the HRA, in whole or in part, at any time. In the event the HRA is terminated, no further reimbursements shall be made.

VII. ARTICLE - MISCELLANEOUS**01. HRA Interpretation**

All provisions of this HRA shall be interpreted and applied in a uniform, nondiscriminatory manner. This HRA shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

02. Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

03. Written Document

This HRA, in conjunction with any separate written document which may be required by law, is intended to satisfy the written HRA requirement of Code Section 105 and any Treasury regulations thereunder.

04. Exclusive Benefit

This HRA shall be maintained for the exclusive benefit of Participants who participate in the HRA.

05. Not Employment Contract

This HRA shall not be deemed to constitute an employment contract between the Employer and any Participant or Retired Employee, or to be a consideration or an inducement for the employment of any Participant or Retired Employee. Nothing contained in this HRA shall be deemed to give any Participant or Retired Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Retired Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this HRA.

06. Action by the Employer

Whenever the Employer under the terms of the HRA is permitted or required to do or perform any act or matter or thing, it shall be done and performed by an authorized representative of the Employer.

07. No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the HRA will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the HRA is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable.

08. Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the HRA that are not for a permitted Expense such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

9. Funding

Unless otherwise required by law, amounts made available by the Employer need not be placed in trust, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the HRA may be made.

10. Governing Law

This HRA and Trust shall be construed and enforced according to the Code and the laws of the state of California.

11. Severability

If any provision of the HRA is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the HRA, and the HRA shall be construed and enforced as if such provision had not been included herein.

12. Headings

The headings and subheadings of this HRA have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

13. Health Insurance Portability and Accountability Act

Notwithstanding anything in this HRA to the contrary, this HRA shall be operated in accordance with HIPAA and the regulations thereunder.

14. Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this HRA to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

15. HIPAA Privacy Standards

- a. If this HRA is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- b. The HRA shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section is met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- c. Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of HRA administrative functions. The HRA's administrative functions shall include all HRA payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill HRA responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- d. The HRA shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the HRA. "Members of the Employer's workforce" shall refer to all Retired Employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 - i. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the HRA.
 - ii. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the HRA's privacy officer. The privacy officer, or the Employer, shall take appropriate action, including:

1. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 2. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 3. mitigation of any harm caused by the breach, to the extent practicable; and
 4. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- e. The Employer must provide certification to the HRA that it agrees to:
- i. Not use or further disclose Protected Health Information other than as permitted or required by the HRA documents or as required by law;
 - ii. Ensure that any agent or subcontractor to whom it provides Protected Health Information received from the HRA, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - iii. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or Retired Employee benefit plan of the Employer;
 - iv. Report to the HRA any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 - v. Make available Protected Health Information to individual HRA members in accordance with Section 164.524 of the Privacy Standards;
 - vi. Make available Protected Health Information for amendment by individual HRA members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 - vii. Make available the Protected Health Information required to provide an accounting of disclosures to individual HRA members in accordance with Section 164.528 of the Privacy Standards;
 - viii. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the HRA available to the Department of Health and Human Services for purposes of determining compliance by the HRA with the Privacy Standards;
 - ix. If feasible, return or destroy all Protected Health Information received from the HRA that the Employer still maintains in any form, and retain no copies of such information, when no longer needed for the purpose for which disclosure was made, or, if and only if such return or destruction is not feasible, limit further uses and disclosures to those permitted purposes that make the return or destruction of the information infeasible; and
 - x. Ensure adequate separation between the HRA and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

16. HIPAA Electronic Security Standards

If this HRA is subject to the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), then this Section shall apply as follows:

- a. The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the HRA. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- b. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- c. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in the Section titled: "HIPAA Privacy Standards".
- d. The HRA shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section is met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- e. Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of HRA administrative functions. The HRA's administrative functions shall include all HRA payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill HRA responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- f. The HRA shall disclose Protected Health Information only to members of the Employer's workforce, who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the HRA. "Members of the Employer's workforce" shall refer to all Retired Employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 - i. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the HRA.
 - ii. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the HRA's privacy officer. The privacy officer, or the Employer, shall take appropriate action, including:
 1. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 2. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 3. mitigation of any harm caused by the breach, to the extent practicable; and
 4. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

g. The Employer must provide certification to the HRA that it agrees to:

- i. Not use or further disclose Personal Health Information other than as permitted or required by the HRA documents or as required by law;
- ii. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the HRA, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- iii. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or Retired Employee benefit plan of the Employer;
- iv. Report to the HRA any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
- v. Make available Protected Health Information to individual HRA members in accordance with Section 164.524 of the Privacy Standards;
- vi. Make available Protected Health Information for amendment by individual HRA members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- vii. Make available the Protected Health Information required to provide an accounting of disclosures to individual HRA members in accordance with Section 164.528 of the Privacy Standards;
- viii. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the HRA available to the Department of Health and Human Services for purposes of determining compliance by the HRA with the Privacy Standards;
- ix. If feasible, return or destroy all Protected Health Information received from the HRA that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, or, if and only if such return or destruction is not feasible, limit further uses and disclosures to those permitted purposes that make the return or destruction of the information infeasible; and
- x. Ensure the adequate separation between the HRA and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

Employee Class

Retirees

Qualified Benefits

The purpose of this plan is to reimburse Participants for all or a portion of their Employer Sponsored Retiree health insurance premiums.

Reimbursement Schedule

The amount reimbursed will depend on the bargaining unit, years of service (“District Retiree Healthcare Contribution Schedule”) and CalPERS plan the Retired Employee and any qualifying dependent or spouse, if any, have enrolled in. Premiums for the Retired Employee and any qualifying dependent or spouse, if any, will be deducted from the Retired Employee’s CalPERS retirement check each month, or will be paid to CalPERS by Participant if CalPERS benefits are less than the premium amount due, the HRA will reimburse them for those healthcare premiums or a portion of those premiums in accordance with the District Retiree Healthcare Contribution Schedule.

Unused HRA Funds

Unused benefits, if any, at the end of the coverage period shall be carried forward to the next coverage period.

Marin Municipal Water District

Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925

Marin Municipal Water District Health Reimbursement Arrangement Plan Summary Effective January 01, 2025

TABLE OF CONTENTS

INTRODUCTION

I. ELIGIBILITY

- 01. What Are the Eligibility Requirements for this HRA?
- 02. When is My Entry Date?
- 03. Are There Any Retired Employees Who Are Not Eligible?

II. BENEFITS

- 01. What Benefits Are Available?
- 02. What is the "Plan Year"?
- 03. What is the "Coverage Period"?
- 04. How are payments made from the HRA?
- 05. Uniformed Services Employment and Reemployment Rights Act (USERRA)
- 06. What happens if I die?

III. GENERAL INFORMATION ABOUT OUR HRA

- 01. General HRA Information
- 02. Employer Information
- 03. Plan Administrator Information
- 04. Agent for Service of Legal Process
- 05. Type of Administration
- 06. Claims Administrator Information

IV. ADDITIONAL HRA INFORMATION

- 01. How Claims Are Submitted

V. Appendix A

This is the Summary Plan Description (the "SPD") for the Marin Municipal Water District HRA Plan, a Health Reimbursement Arrangement (the "HRA"). This SPD summarizes your rights and obligations as a Participant (or beneficiary) in the HRA.

Read this SPD carefully so that you understand the provisions of our HRA and the benefits you will receive. You should direct any questions you have to the Plan Administrator. There is a plan document on file, which you may review if you desire. In the event there is a conflict between this SPD and the plan document, the plan document shall control.

I. ELIGIBILITY

01. What Are the Eligibility Requirements for this HRA?

Participants shall be eligible to participate in the HRA if you meet the Employer's eligibility requirements as established by the Employer.

02. When is My Entry Date?

Any Participant shall be eligible to participate in the HRA if such person meets the Employer's eligibility requirements as separately established by the Employer hereunder on the date such individual is enrolled in the Employer's group medical plan.

03. Are There Any Retired Employees Who Are Not Eligible?

Yes, current employees who are otherwise eligible but do not elect to retire on the dates set forth by the Employer are not eligible to join the HRA until the next period in which the Employer provides the opportunity to participate in the HRA. Retired Employees will also cease to be eligible to continue participating in the Plan or receive further payment distributions at the point in which they become re-employed by the Employer at any time after their previous retirements, except for Retired Employees who are qualifying CalPERS retired annuitants performing temporary work for the Employer. Payment may continue for such individual for any previously unpaid amounts at such point as that individual ceases any further employment with the Employer as of any date thereafter.

II. BENEFITS

01. **What Benefits Are Available?**

The Plan allows eligible Participants to be reimbursed for their medical insurance premiums or a portion thereof. Because these premiums are deducted from the Retired Employee's CalPERS retirement check each month, or paid directly to CalPERS when CalPERS benefits are insufficient to cover Participants healthcare premium, the HRA will reimburse them for those premiums or a portion of those premiums. The amount reimbursed will depend on the Retired Employee's bargaining unit or date of hire, years of service with the District ("District's Retiree Healthcare Contribution Schedule") and CalPERS/Medicare plan the eligible retiree and qualifying spouse or dependent, if any, are enrolled in.

02. **What is the "Plan Year"?**

The "Plan Year" begins January 01 and ends December 31.

03. **What is the "Coverage Period"?**

The period of the current "Coverage Period" in which the individual is an eligible employee on or after his or her plan entry date.

04. **How are payments made from the HRA?**

Because the premiums for Participants will be deducted from the Retired Employee's retirement check each month, or in the case of insufficient CalPERS benefits paid directly to CalPERS by Participant, the Employer will notify P&A of the amount to reimburse each Retired Employee under the HRA for those premiums or a portion of those premiums based on the District's Retiree Healthcare Contribution Schedule. Retirees will not submit any claims, or out-of-pocket expenses for reimbursement. Reimbursements will be issued on or before the first of each month. Retirees can receive their reimbursements by check (3-5 business days to receive) or direct deposit into Retiree's bank account (1-2 business days).

05. **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, the Uniformed Services Employment and Reemployment Rights Act of 1994 may give you special rights to health care coverage under the HRA. If you may be affected by this law, ask your Plan Administrator for further details.

06. **What Happens If I Die?**

If you die before the entirety of all remaining balances under your HRA account have been paid or distributed, your remaining balance may continue to be used by your spouse or other qualifying dependent(s) under the same terms and conditions as would be applicable to you during your lifetime. If your spouse predeceases you, or there are no other remaining dependents who can be reasonably located for further use and distribution, any unpaid remaining balances will be forfeited and returned to the Plan.

III. GENERAL INFORMATION ABOUT OUR HRA

This Section contains certain general information, which you may need to know about the HRA.

01. General HRA Information

"Marin Municipal Water District HRA Plan" is the name of the Plan.

Your Employer has assigned Plan Number 502 to your Plan.

The company adopted this Plan, and the Plan shall be effective as of January 01, 2025.

Your Plan's records are maintained on the basis of a period of time known as the "Plan Year." The Plan Year begins on January 01 and ends December 31 (the "Plan Year").

02. Employer Information

Your Employer's name, address, and identification number are:

Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925
EIN: 94-6000878

03. Plan Administrator Information

The name and address of your Plan Administrator are:

Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925

The Plan Administrator will also answer any questions you may have about our HRA. The Plan Administrator has the exclusive right to interpret the appropriate HRA provisions. Decisions of the Plan Administrator are conclusive and binding. You may contact the Plan Administrator for any further information about the HRA.

04. Agent for Service of Legal Process

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the HRA. The HRA Agent of Service is:

Marin Municipal Water District
Attn: Legal Department
220 Nellen Avenue
Corte Madera, CA 94925

Legal process may also be served on the Plan Administrator.

05. Type of Administration

The HRA is a health reimbursement arrangement. The HRA is not funded or insured. Benefits are paid from the general assets of the Employer.

06. Claims Administrator Information

The name and address of your Claims Administrator are:

P&A Group
6400 Main Street, Suite 210
Williamsville, NY 14221

The Claims Administrator keeps the claims records for the HRA and is responsible for the claims administration of the HRA. The Claims Administrator will also answer any claims-related questions you may have about the HRA.

IV. ADDITIONAL HRA INFORMATION

01. How claims are submitted

When you have a Claim to submit for payment, you must:

1. File the claim in accordance with the instructions of the Plan Administrator.
2. Submit copies of all supporting documentation and a detailed explanation for which you are requesting reimbursement.

A Claim is defined as any request for a HRA benefit, made by a claimant or by a representative of a claimant that complies with the HRA's reasonable procedure for making benefit Claims. The times listed are maximum times only. A period of time begins at the time the Claim is filed. Unless otherwise specified, decisions will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days.

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days

Insufficient information on the claim:

Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Claims Administrator will provide written or electronic notification of any Claim denial. The notice will state:

1. Information sufficient to identify the claim involved, including the date, the claim amount (if applicable).
2. The specific reason or reasons for the adverse determination.
3. Reference to the specific HRA provisions on which the determination is based.
4. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.
5. A description of the HRA's internal review procedures and time limits applicable to such procedures and available external review procedures.
6. Upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding the claim.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision to the Claims Administrator. You may submit written comments, documents, records, and other information relating to the Claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the HRA. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the Claim determination;
2. was submitted, considered, or generated in the course of making the Claim determination, without regard to whether it was relied upon in making the Claim determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that Claim determinations are made in accordance with HRA documents

and HRA provisions have been applied consistently with respect to all claimants;

Section 8. Item #e.

4. or constituted a statement of policy or guidance with respect to the HRA concerning the denied Claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial Claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the HRA who is neither the individual who made the adverse determination nor a subordinate of that individual.

After receiving notice of an adverse benefit determination or a final internal adverse benefit determination, a claimant may file with the HRA a request for an external review. A claimant may request from the Plan Administrator additional information describing the HRA's external review procedure.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your rights, you should keep the Plan Administrator informed of any changes in your contact information. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

APPENDIX A – HRA PLAN DOCUMENT

Employee Class

Retirees

Qualified Benefits

The purpose of this plan is to reimburse Participants for all or a portion of their Employer Sponsored Retiree health insurance premiums.

Reimbursement Schedule

The amount reimbursed will depend on the bargaining unit, years of service (“District Retiree Healthcare Contribution Schedule”) and CalPERS plan the Retired Employee and any qualifying dependent or spouse, if any, have enrolled in. Premiums for the Retired Employee and any qualifying dependent or spouse, if any, will be deducted from the Retired Employee’s CalPERS retirement check each month, or will be paid to CalPERS by Participant if CalPERS benefits are less than the premium amount due, the HRA will reimburse them for those healthcare premiums or a portion of those premiums in accordance with the District Retiree Healthcare Contribution Schedule.

Unused HRA Funds

Unused benefits, if any, at the end of the coverage period shall be carried forward to the next coverage period.



STAFF REPORT

Section 9. Item #a.

Meeting Type: Board of Directors
Title: Amendment No. 2 to MA-6120 with Hazen and Sawyer for Kastania Pump Station Rehabilitation Project – Phase 2 (D21027)
From: Alex Anaya, Director of Engineering
Through: Ben Horenstein, General Manager
Meeting Date: December 17, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve and Authorize the General Manger to execute Amendment No. 2 to Professional Services Agreement No. 6120 with Hazen and Sawyer, for additional engineering services in support of the Kastania Pump Station Rehabilitation Project – Phase 2 (D21027) in the amount of \$142,342 with a staff requested contingency of \$65,000

SUMMARY: On July 22, 2022, Marin Water and Hazen and Sawyer entered into contract for the Kastania Pump Station Rehabilitation Project – Phase 2. The agreement tasked Hazen and Sawyer with designing a new electrical motor control center, new pump station roof, new pump station drainage upgrades, new pump station security fencing and a new surge relief valve installed at the Ignacio Pump Station.

Amendment No. 1 added additional scope services and fees to perform a pump system hydraulic assessment and preliminary design for pump improvements at Kastania Pump Station and a preliminary design of a pressure relief tank at Ignacio Pump Station. The Amendment was executed by the General Manager utilizing the original Board approved contingency of \$35,000.

Amendment No. 2 will add additional design scope services and fees, including new pumps, pump cans, motors, an electrical equipment preselection package, and surge relief tank, to the existing contract and extend of the contract performance date of December 31, 2024 to December 31, 2027. Amendment No. 2 will increase the current contract of \$384,800 by \$142,342 to a new not-to-exceed contract amount of \$527,142.

DISCUSSION: The District supplies water to approximately 191,000 customers throughout Marin County. Approximately 75 percent of the District’s water supply comes from seven reservoirs within the Mount Tamalpais Watershed and in west Marin, and 25 percent of the water supply is imported from the Sonoma County Water Agency (Sonoma Water) via the North Marin Aqueduct.

The Kastania Pump Station, located in Petaluma California, was built by the District in 1977 to increase flow and pressure in the North Marin Aqueduct and to offset the hydraulic impact of increased consumption of imported water by Petaluma and the North Marin Water District. The Kastania Pump Station pumped water via a 30-inch discharge pipe which was connected to the North Marin Aqueduct at a point further south on Kastania Road. The North Marin Aqueduct originated at a connection to SCWA's Petaluma Aqueduct in McNear Road near the intersection of Petaluma Blvd.

The District owned and operated Kastania Pump Station until 1999 when it transferred ownership to the Sonoma County Water Agency. Approximately five years later, the California Department of Transportation began planning its Marin-Sonoma Narrows US 101 highway-widening project (CalTrans MSN Project), which required the relocation of portions of the North Marin Aqueduct. This led to the development of North Marin Water District's Aqueduct Energy Efficiency Project (AEEP). The AEEP included installation of a new pipeline connecting the existing Kastania Pump Station to an enlarged and relocated North Marin Aqueduct. Upon completion of the AEEP in August 2015, the Kastania Pump Station was decommissioned.

In 2020 and 2021, Marin County and much of California faced an exceptional drought, and after two successive dry winters with significantly below average rainfall, District reservoir storage volumes were at historical low levels. In response to the emergency drought conditions in Marin County, the District pursued transfer of the Kastania Pump Station property back to Marin Water where it would rehabilitate and recommission the pump station. This booster pump station along the North Marin Aqueduct provides operational flexibility for the District to meet its imported water supply needs when they cannot be met by gravity flow through the Aqueduct.

In order to get the pump station in operation as expeditiously as possible, the District pursued rehabilitating and recommissioning the Kastania Pump Station with a two-phase approach. The first phase of the project was completed in 2021 and installed new yard piping along with minor alterations to the existing Kastania Pump Station in order to place it back into service. The Phase 1 project installed approximately 200 linear feet of 30-inch diameter welded steel pipe including a 30-inch diameter hot tap of the existing 42-inch diameter North Marin Aqueduct. After piping was installed the District started, tested and recommissioned the pump station.

The Kastania Pump Station Phase 2 (Phase 2) focus is on ensuring reliable and adequate pump station operation capacity that will be achieved by replacing the aging electrical equipment currently powering the pump station. The pump station's new motor control center will feature variable frequency drives, which will allow the District flexibility in regulating the desired flow rates through the North Marin Aqueduct. Phase 2 will also replace the leaking pump station roof, address localized flooding inside the pump room, install security perimeter fencing and install a new surge relief valve at the Ignacio Pump Station.

During Phase 2 design, Staff identified three areas of additional design scope required for the successful completion the Kastania Pump Station Rehabilitation Project. Amendment No. 2. will allow Hazen and Sawyer to execute the three areas of additional design scopes under the existing Professional Services Agreement.

The first area of additional scope is in relation to the existing pumps. Staff performed field testing at Kastania Pump Station which revealed flow and vibration issues for both Pumps 1 and 2. The flow

issues are due to changed hydraulics in the North Marin Aqueduct and the vibrational issues are due to poorly designed pump suction cans. The measured flow and vibrational issues are considered significant and are causing premature wear on the pumps that will eventually fail. To correct these issues, hydraulic modeling, new efficient pumps, motors and new pump suction cans will be incorporated into the design. These additions will ensure the pump station will operate efficiently and significantly increase reliability for the District’s use.

The second area of additional design scope is in relation to the new pressure relief valve at Ignacio Pump Station. A Surge Analysis was performed for Kastania Pump Station and the installation of a new pressure relief valve upstream of Ignacio Pump Station is necessary to protect the North Marin Aqueduct from high pressures which will occur if Ignacio Pump Station unexpectedly losses power and is shut off while Kastania Pump Station is running. This value is modeled to release approximately 6,700 gallons of water during a power outage event at Ignacio Pump Station. This volume of water is not practical to dechlorinate and surface flow to nearby storm drains. In order to capture and safely discharge the water, a new 8,000 gallon surge relief holding tank and sewer drainage system will be designed and installed.

The third area of additional design scope is in relation to the new electrical equipment layout sizing. Detailed manufacture equipment shop drawings are required in order to accurately select electrical equipment that will properly fit within the footprint of the existing electrical room. These shop drawings will eliminate uncertainty in equipment layout dimensions. Amendment No. 2 additional design scope includes the creation of preselection electrical equipment specifications that will allow the District to solicit shop drawings from major manufacturers prior to the construction phase. The detailed drawings will be purchased from approved manufacturer(s) and will be incorporated in the design which will remove uncertainty and potential for costly change orders during the construction phase.

Amendment No. 2 will add additional design scope items as discussed to the existing contract and extend of the contract performance date from December 31, 2024 to December 31, 2027. Amendment No. 2 will increase the current contract of \$384,800 by \$142,342 to a new not-to-exceed contract amount of \$517,142. The new total design fee is approximately 10% of the current construction estimate of \$5,150,000 and within industry standards.

District staff recommends the Board approve and authorize the General Manger to execute Amendment No. 2 to Professional Services Agreement No. 6120 with Hazen and Sawyer, for additional engineering services in support of the Kastania Pump Station Rehabilitation Project – Phase 2 (D21027) in the amount of \$142,342 with a Staff requested contingency of \$65,000.

Project Implementation:

Executed Professional Services Agreement:	July 22, 2022
Design Phase:	August 2022 – April 2025*
Construction Phase:	May 2025 – October 2027

**Design Phase was paused for 12 months*

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: The existing Professional Services Agreement with Hazen and Sawyer for MA-6120 is for a total of \$384,800. Amendment No. 2 to MA-6120 will increase the existing amount by \$142,342 to a new contract amount of \$517,142. Funding for this amendment is identified in FY 25 adopted budget under the Kastania Pump Station Rehabilitation Project in the Replacement of Transmission Pumps fund center.

Task Description	Budget
Task 9 – Additional Services: This task includes additional services for project management activities, hydraulic modeling, pump design, electrical equipment preselection package, pressure relief tank, and construction support.	\$142,342
Amendment No 2. Contingency	\$65,000
New Total Not-to-Exceed Contract	\$527,142

ATTACHMENT(S): None.

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 <hr style="width: 100%;"/> Alex Anaya Engineering Director	 <hr style="width: 100%;"/> Ben Horenstein General Manager



STAFF REPORT

Meeting Type: Board of Directors
Title: Safety and Emergency Response Program Update
From: Shaun Horne, Director of Watershed Resources
Through: Ben Horenstein, General Manager
Meeting Date: December 17, 2024

TYPE OF ACTION: Action X Information Review and Refer

RECOMMENDATION: Receive a staff update on the District’s Safety and Emergency Response Program

SUMMARY: The Marin Municipal Water District (District) Safety and Emergency Response Program is designed to ensure the safe operation of water utilities and to prepare for and effectively respond to emergencies or disasters that may impact water supply, treatment, watershed or distribution. The program provides regular training to staff on safety measures and ensures that safety practices and emergency procedures align with local, state, and federal regulations, as well as industry best practices.

DISCUSSION: The safety program establishes safety standards and procedures for daily operations, such as handling chemicals, equipment, and machinery, to protect employees and the public from accidents and health hazards. The emergency response program focuses on the District’s emergency preparedness, helping to develop plans for responding to emergencies (such as wildfires and earthquakes). Specifically, the program defines roles and responsibilities for emergency response teams, outlines communication protocols, and ensures resources like backup power, equipment, and supplies are available to restore service quickly and minimize health risks. These District programs safeguard public health, ensure continuous water service during crises, and minimize risks to workers and the community.

The District continuously reviews and updates the Safety and Emergency Response programs in an effort to cultivate a culture of preparedness. The District strives to create an environment where safety is prioritized, and individuals are proactive rather than reactive in managing risks and emergencies. As part of the District’s ongoing review of the Safety Program the District contracted with Harris and Lee Environmental Sciences in June 2024, a consulting firm with a rich history helping water utility companies meet and exceed local, state and federal health and safety standards. This contract entailed a detailed safety audit of the District’s facilities and practices. This work helped the District create a gap analysis detailing where the District excels and the areas with room for improvement.

This analysis and review has helped the District add, modernize, and restructure the District's portfolio of written safety programs with more updated programs on the horizon.

In support of the safety program, the District has a Workplace Safety Committee that helps to review written safety programs, identify safety hazards, and engage staff. The committee is chaired by the Director of Operations and members of the committee come from each Division of the District to ensure a diverse representation of staff responsibilities and the health and safety concerns attached to each role. The Workplace Safety Committee creates an environment where staff members can bring safety concerns, insight and improvements to key decision-makers. Having staff actively participate in the culture of safety at the District has proven to be a vital element in a successful safety program.

In early November, the District took the first step in updating the current Emergency Operations Plan. The District hosted a training for staff members with leadership roles in Incident Command System (ICS) Organizational Structure. The training reviewed the Emergency Operation Center, defined roles and responsibilities within the ICS, and laid the groundwork for expanding the training broadly to District employees. In 2025, additional trainings and desktop exercises will be carried out to better prepare the District and its staff for emergency operations.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S): None.



STAFF REPORT

Meeting Type: Board of Directors
Title: Dual Noticing of Committee Meetings
From: Molly MacLean, General Counsel
Through: Ben Horenstein, General Manager
Meeting Date: December 17, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve revising the District’s current practice of dually noticing the committee meetings as special board meetings

SUMMARY: For a number of years the District has dually noticed its standing committee meetings as special board of directors meetings in order to allow a quorum of the Board of Directors to fully participate in these meetings in compliance with the Brown Act. The Board last reviewed this practice at the April 16th Board Meeting but declined then to change the practice of dual noticing. Recently, it was requested that the item be brought back to the Board for consideration.

DISCUSSION: Standing committees are created by the Board and consist solely of less than a quorum. Each committee consists of two board members annually appointed by the Board President, with the advice and consent of the other Board members. The purpose of a standing committee is to cover a “continuing subject matter jurisdiction” and to provide a venue for routine and regular consideration and recommendations on items within that specific subject matter. Standing committees of the Board are subject to the requirements of the Brown Act.

Pursuant to direction provided by the Board of Directors in January 2020, the District dually notices each committee meeting as both a committee and a special board meeting, which allows all Directors to attend and participate. In accordance with the Board Handbook, the Board typically does not take action at a dually noticed committee/special Board meeting, unless there is an urgent need to act.

The Board revisited the practice of dual notice for committee meetings at a recent Finance and Administration Committee/Special Board Meeting where Directors expressed an interest in revising the practice. Based on past input from the Board, staff proposes the following revisions to the Board’s current practice of dually noticing standing committee meetings as special board meetings.

1. Effective as of January 1, 2025, staff should no longer dually notice standing committee meetings as special meetings of the Board. Only the Chair and Vice Chair of each committee would regularly attend their committee meetings. Other Directors would be able to attend only as observers in the audience, including as Zoom attendees (not panelists), but would not be able to participate in the meeting discussion.
2. Implement an exception to provide dual noticing of standing committee meetings as special board meetings where staff plans to present an item of special interest or significance to the District, as determined by the District General Manager in consultation with the Committee Chair. In these cases, staff should endeavor to provide a month’s notice to the other Directors so that schedules may be planned accordingly.
3. All standing committee meetings will continue to provide virtual access to the public and will continue to be recorded, with the recordings posted to the District website. Standing committee Chairs will continue to report out the activities of their respective committees during District Board meetings. Staff has included a separate item on the regular meeting agendas for these reports. Directors may ask a question or provide a brief comment in response to Committee Reports, but this item will not allow discussion of any item presented to the committee, unless expressly listed on the regular Board Meeting agenda.

If approved by the Board, these changes will be incorporated into the Board Handbook where appropriate. As this is purely a policy decision by the Board, this practice may be reviewed and revised at any time by the Board.

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: None.

ATTACHMENT(S): None.

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
General Counsel’s Office		
	Molly MacLean General Counsel	Ben Horenstein General Manager



STAFF REPORT

Meeting Type: Board of Directors
Title: 2025 Board and Committee Meetings Calendar
From: Adriane Mertens, Communications & Public Affairs Manager
Through: Ben Horenstein, General Manager
Meeting Date: December 17, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve the 2025 Calendar of Board and Committee Meetings

SUMMARY: The Board of Directors adopts a calendar of Board and Committee Meetings for the coming year pursuant to Section 3 (Board Meetings) of the Board Handbook, adopted as Board Policy No. 1 (Board Handbook).

DISCUSSION: Annually, the District’s Board of Directors adopts the Board and Committee Meeting Calendar. Regular Board Meetings are the primary venue for the Board to conduct District business and are noticed at least 72 hours prior to the meeting date/time. Regular meetings of the full Board requires a quorum of the Board, which is at least three of the five Directors, in order to hold the meeting. Pursuant to the Board Handbook, the regular bi-monthly Board meetings will be held the first and third Tuesday each month to begin at or after 5p.m., with the normal start time of 6:30p.m., unless otherwise adopted by the Board in the annual calendar each year. Last year, the Board adopted the regular meeting start time as 6:30 p.m.

Standing Committees are created by the Board and consist solely of less than a quorum. The District has four Standing Committees. Each committee consists of two board members annually appointed by the Board President, with the advice and consent of the other Board members. The purpose of a standing committee is to cover a “continuing subject matter jurisdiction” and to provide a venue for routine and regular consideration and recommendations on items within that specific subject matter. Currently there are four standing Board committees:

- **Finance & Administration Committee**, which meets on the 4th Thursday of each month.
- **Operations Committee**, which meets on the 3rd Friday of each month.
- **Watershed Committee**, which meets quarterly on the 3rd Thursday of the month in March, June, September and December.
- **Communications & Water Efficiency Committee**, which meets quarterly on the 3rd Wednesday of the month in February, May, August and November.

These Standing Committees are subject to the requirements of the Brown Act. Pursuant to direction provided by the Board of Directors at the July 25, 2023 Board of Directors meeting, the District continues to dually notice each committee meeting as both a Committee and a special board meeting, which allows all Directors to attend and participate in these meetings. Typically, no final actions are taken at these dually noticed meetings, unless there is an urgent need. The Board may choose to direct noticing of Committee Meetings only, which would still allow non-committee Directors to attend the Committee meetings, but not to speak or participate in the meeting. The Committee Meetings are also streamed via Zoom and recorded for later viewing.

The Board Handbook is policy adopted by the Board and as such provides guidelines for setting the yearly schedule for Board and Committee meetings as well as other special board meetings. The Board retains discretion, however, to make modifications when adopting the Calendar and in establishing or changing Committees and Committee Jurisdiction.

District staff has developed a proposed 2025 Meeting Calendar utilizing the Board Handbook guidelines and past Board practices and discussions. The Board may choose to modify the meeting dates, start times, frequency, and formation of the various committees proposed in the 2025 Meeting Calendar. The proposed 2025 meeting calendar takes into consideration the current Board's preference for a 6:30 p.m. regular meeting start time, which was the meeting time adopted into the 2024 meeting calendar. Other considerations that were incorporated into the proposed 2025 meeting calendar include the Board of Directors' involvement in regional boards and committees, possible participation at both the spring and fall Association of California Water Agencies (ACWA) conferences and the annual American Water Works Association (AWWA) conference. Furthermore, the Calendar also considers District holidays and other religious observances, as well as planned local public school closures that may limit board and/or public attendance. Therefore, some of the regularly occurring board or committee meetings have proposed alternatives to accommodate such conflicts. The proposed calendar also identifies one additional regular meeting outside the normal meeting schedule pattern in order to accommodate the Board's Annual Planning Retreat. Special Meetings may also be scheduled at any time during the year when there is a need for the Board to meet.

Staff proposes that the board adopt the draft calendar included with this report subject to any direction on changes, which will be incorporated into the adopted calendar.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

- 1. Draft 2025 Board and Committee Meetings Calendar

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
------------------------	------------------	----------

Communications &
Public Affairs



Adriane Mertens
Communications &
Public Affairs Manager

Ben Horenstein
General Manager

PROPOSED 2025 BOARD & COMMITTEE MEETINGS SCHEDULE

MONTH	BOARD MEETINGS Bi-monthly Tuesday 5:00 p.m. ⁽¹⁾	COMMITTEE MEETINGS			
		Operations Committee/ Board Friday 9:30 a.m.	Finance & Administration Committee/ Board Thursday 9:30 a.m.	Communications & Water Efficiency Committee/ Board Wednesday 9:30 a.m.	Watershed Committee/ Board Thursday 9:30 a.m.
JANUARY	7 14 ⁽²⁾ 21	17	23		
FEBRUARY	4 25 ⁽⁵⁾	14 ⁽⁴⁾	27	12 ⁽³⁾	
MARCH	4 18	7 ⁽⁶⁾	27		20
APRIL	1 15	18	24		
MAY	6 20	16	22	21	
JUNE	3 17	27 ⁽⁸⁾	26		12 ⁽⁷⁾
JULY	1 15	18	-- ⁽⁹⁾		
AUGUST	5 19	15	28	20	
SEPTEMBER	2 16	19	25		18
OCTOBER	7 21	17	23		
NOVEMBER	4 18	21	20 ⁽¹¹⁾	5 ⁽¹⁰⁾	
DECEMBER	9 ⁽¹²⁾ 16	19	-- ⁽¹³⁾		18

CONFERENCES:
 Association of California Water Agencies (ACWA) Spring Conf., May 13-15
 American Water Works Association (AWWA) Annual Conf., June 8 - 11
 Association of California Water Agencies (ACWA) Fall Conf., Dec. 2 - Dec. 4
 Water Environment Federation’s Technical Exhibition and Conference (WEFTEC), Sep.27 - Oct.1

Notes:

- 1. Start times for Bi-monthly Board of Directors Meeting** - Closed sessions can begin as early as 5:00 p.m. pursuant to the Board Handbook, but regular open sessions are proposed to begin at 6:30pm, unless otherwise noticed.
- 2. January 14 Board of Directors Meeting** – Propose to have an additional board meeting on January 14 from 9 a.m. to 4:00 p.m. to accommodate the Annual Planning Retreat.
- 3. February 12 Communications & Water Efficiency Committee** – Propose to move the February 19 Communications and Water Efficiency Committee Meeting to February 12 due to mid-winter school break February 17 - 21.
- 4. February 14 Operations Committee Meeting** – Propose to move the February 21 Operations Committee Meeting to February 14 due to mid-winter school break February 17 - 21.
- 5. February 25 Board of Directors Meeting**- Propose to move the third Tuesday Board Meeting to February 25 due to mid-winter school break February 17 - 21.
- 6. March 7 Operations Committee** – Propose to move the March 21 Operations Committee to March 6 to accommodate the Lagunitas Technical Advisory Committee Meeting, which is usually scheduled for the third Friday of the first two quarters of the year.
- 7. June 12 Watershed Committee** – Propose to move the June 19 Watershed Committee Meeting to June 12 due to the District-observed holiday.
- 8. June 27 Operations Committee** – Propose to move the June 20 Operations Committee Meeting to June 27, to avoid holding the meeting the day after a District-observed holiday.
- 9. No July Finance and Administration Committee** – To provide staff preparation time for the end of year close outs and audits, no Finance and Administration Committee Meeting is proposed for July.
- 10. November 5 Communications & Water Efficiency Committee** – Propose to move the November 19 Communications & Water Efficiency Committee Meeting to November 5 to avoid scheduling four Board and Committee Meetings in one week
- 11. November 20 Finance & Administration Committee** – Propose to move the November 27 Finance & Administration Committee Meeting to November 20 due to the Thanksgiving holiday on November 27.
- 12. December 9 Board of Directors** – Propose to move the December 2 Board of Directors Meeting to December 9 due to the ACWA Fall Conference from December 2 thru December 4.
- 13. No Finance & Administration Committee in December** – Propose to not have a Finance and Administration Meeting in December as the fourth Thursday of the month is December 25, a District-observed holiday.



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)
Thursday, Dec. 19, 2024 9:30 a.m.	Watershed Committee Meeting/Special Meeting of the Board of Directors	Azalea Hill Update
Friday, Dec. 20, 2024 9:30 a.m.	Operations Committee Meeting/Special Meeting of the Board of Directors	Above Ground Infrastructure Assessment Update
(TENTATIVE) Tuesday, Jan. 7, 2024 5:30 p.m.	Board of Directors' Regular Bi-Monthly Meeting	

External Meetings	
Meeting Date	Meeting Type
Friday, Jan. 3 9:30 a.m.	North Bay Watershed Association Meeting