



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

Tuesday, April 01, 2025 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 - Anticipated Litigation**
(Significant Exposure to Litigation pursuant to §54956.9(b))

Number of Potential Cases: Unknown

- b. Conference with Labor Negotiators**
(California Government Code §54957.6)

Agency Designated Representative: Ben Horenstein, General Manager

Employee Organizations: Service Employees International Union, Local 1021; Unrepresented Employees

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.** March 18, 2025 Board Meeting Minutes

RECOMMENDATION: Approve the minutes of the Board of Directors' Regular Bi-Monthly Meeting on March 18, 2025

- b.** Watershed Facilities Assessment and Conceptual Plan

RECOMMENDATION: Approve a grant award of \$200,000 from the Mt. Tamalpais Watershed Fund to advance a Watershed Facilities Assessment and Conceptual Plan

- c.** Second Amendment to Agreement No. 5757 with Athens Administrators for Workers' Compensation Claims Administration Services

RECOMMENDATION: Authorize the General Manager to extend an agreement with Athens Administrators, the District's current Workers' Compensation Third Party Administrator, for a two-year term through June 2027, with an expected amount not to exceed \$130,000

- d.** Agreements for Temporary Staffing Support

RECOMMENDATION: Authorize the General Manager to enter into agreements with Express Employment Professionals and Gary D. Nelson Associates, Inc. dba (Nelson Connects), for temporary staffing support

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

- a.** Azalea Hill Trail Restoration Project Revisions

RECOMMENDATION: Approve the project revisions pursuant to an addendum prepared in compliance with the California Environmental Quality Act

- b.** Recycled Water System Update

RECOMMENDATION: Receive staff update on capacity of recycled water system

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: 03-28-2025



STAFF REPORT

Meeting Type: Board of Directors
Title: March 18, 2025 Board Meeting Minutes
From: Terrie Gillen, Board Secretary
Through: Ben Horenstein, General Manager
Meeting Date: April 1, 2025

TYPE OF ITEM: X Action Information

RECOMMENDATION: Approve the minutes of the Board of Directors’ Regular Bi-Monthly Meeting on March 18, 2025

SUMMARY: The Board of Directors held their regular bi-monthly meeting on March 18, 2025. The minutes of that meeting are attached for your approval.

DISCUSSION: None.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

1. Draft March 18, 2025 Meeting Minutes

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



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

Tuesday, March 18, 2025 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 Roll Call

President Matt Samson called the meeting to order at 6:30 p.m.

DIRECTORS PRESENT

Diana Maier

Larry Russell

Jed Smith

Ranjiv Khush

Matt Samson

2. Adoption of Agenda

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

There were no public comments.

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

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

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

5. Public Comment on Non-Agenda Matters

There were two (2) public comments.

6. Directors' and General Manager's Announcements

- The Board congratulated staff on the acceptance of their abstract regarding the District's system evaluation for micro turbine energy recovery and findings, which will be presented at an AWWA Conference in June.
- President Samson also acknowledged staff for their public outreach of the Nicasio Spillway Project and for their continued pile burning efforts.

7. Board Committee Reports

President Samson attended and provided highlights of what were discussed at the North Bay Watershed Association meeting.

8. Consent Items

- a. March 4, 2025 Board Meeting Minutes

RECOMMENDATION: Approve the minutes of the Board of Directors' Regular Bi-Monthly Meeting on March 4, 2025

- b. General Manager's Report February 2025

RECOMMENDATION: Approve Report

- c. Award of Contract No. 2012 Pine Mountain Tanks Phase 2 Project (D21043) and Award Professional Services Agreement for Construction Management Services

RECOMMENDATION: Approve a resolution authorizing award of Contract No. 2012 Pine Mountain Tanks Phase 2 Project to Azul Works Incorporated in the amount of \$19,142,500 and authorize the General Manager to execute a professional services agreement MA-6406 with Park Engineering, Inc. for construction management services in support of the Pine Mountain Tanks Phase 2 Project in an amount of \$828,870.10, with a staff requested contingency of \$300,000, for a total not to exceed amount of \$1,128,870.10

Vice President Smith made the motion to approve the Consent Calendar. Director Khush seconded the motion.

There were two (2) public comments.

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

9. Regular Items

- a. Adjustment of District Capacity Charges and consider Revised Board Policies No. 12 and 27 related to the collection of Capacity Charges

RECOMMENDATION: 1) Adopt Ordinance No. 469 amending various provisions of the Marin Municipal Water District Code Pertaining to Capacity Charges (currently referred to as “Connection Fees”); 2) Adopt a Resolution Updating District Capacity Charges; 3) Approve revisions to Board Policy 12 (*Low Income/ Affordable Housing*) and Board Policy 27 (*Capacity Charge Installment Plan & Deferred Payment of Charges for Qualifying Affordable Housing Projects*)

Finance Director Bret Uppendahl, Erik Helgeson with Bartle Wells Associates, and District Staff Attorney Jerrad Mills presented this item.

Discussion ensued.

There was one (1) public comment.

Director Khush made the motion to approve staff's recommendation. Vice President Smith seconded the motion.

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

10. Future Board and Committee Meetings and Upcoming Agenda Items

- a. Upcoming Meetings

The Board Secretary announced upcoming internal and external meetings.

There were no comments.

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

There were no public comments on the Closed Session item.

At 7:46 p.m., the Board convened to Closed Session and went to the Mt. Tam Conference Room.

- a. **Conference with Legal Counsel - Anticipated Litigation**

Significant Exposure to Litigation/Liability Claim
 (Government Code §54956.9(e)(3))

Number of Claims: One

12. Reconvene to Open Session; Closed Session Report Out

At 8:01 p.m., the Board went back to the Board Room and reconvened Open Session. President Samson announced that no reportable action was taken.

13. Adjournment

There being no further business, the Board of Directors adjourned their meeting on March 18, 2025, at 8:02 p.m.

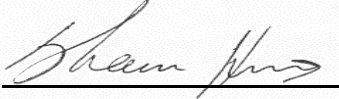

Board Secretary

efforts in the past. On the Mt. Tamalpais Watershed the GGNPC helped develop concept plans for the Lake Lagunitas Picnic Area, and West Peak. A facilities assessment would be focused on facilities needed to support watershed staff operations, visitor facilities in the main Sky Oaks area, and existing housing infrastructure. The assessment would result in a conceptual plan document that would allow the District and GGNPC to fund raise for various improvements. Based on past planning efforts Staff is recommending a grant in the amount of \$200,000 from the Mt. Tamalpais Watershed Fund to support an initial assessment survey, a conditions analysis of priority facilities, architectural concepts, and cost estimates for various opportunities. Staff would come back to the Watershed Committee to present the final document and discuss fundraising and implementation options.

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: Based on past planning efforts Staff is recommending approving a grant in the amount of \$200,000 from the Mt. Tamalpais Watershed Fund. The current balance of the Fund is \$782,393.

ATTACHMENT(S): None.

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

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: All expenses related to the District’s Workers’ Compensation program are allocated in the FY2025 and FY2026 budgets. Over the last three years, Athens’ fees have averaged about \$43,000 per year.

ATTACHMENT(S):

- 1. Current Professional Services Agreement
- 2. Amendment No. 2 to current Professional Services Agreement
- 3. Pricing proposal for FY26 though FY28

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

AGREEMENT FOR PROFESSIONAL SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter "MMWD", and **ATHENS ADMINISTRATORS** hereinafter, "Consultant".

WHEREAS, Consultant is a duly qualified consulting firm, experienced as a Workers' Compensation Claims Administrator.

WHEREAS, in the judgment of the Board of Directors of the MMWD, it is necessary and desirable to employ the services of the Consultant for the administration of the workers' compensation claims program for MMWD.

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 under the fee schedule included in Attachment B of 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 MMWD, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits MMWD provides its employees.

3. INDEMNIFICATION: MMWD 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 MMWD shall not operate as a waiver or release.

- a. Consultant expressly agrees to defend, indemnify and hold harmless MMWD, 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', subconsultants', 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 MMWD, 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 MMWD.

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 MMWD 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 continue with the performance the work outlined in this contract. Performance of the services hereunder shall be completed by June 30, 2022. The District has the option of extending the term of this agreement for one three-year term (until June 30, 2025) provided it approves of consultant's pricing proposal for that three-year term.

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

MMWD: Marin Municipal Water District
 Attn Vikkie Garay, Human Resources Manager
 220 Nellen Avenue
 Corte Madera CA 94925

CONSULTANT: Athens Administrators
 Attn James R. Jenkins, President
 P.O. Box 696
 2552 Stanwell Drive
 Concord, CA 94522-0696
 (925) 826-1100

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 MMWD 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, MMWD 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, MMWD 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 MMWD by virtue of the breach of the agreement by the Consultant.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: The Consultant assigns to MMWD 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 MMWD 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 documents as MMWD may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of MMWD. The Consultant will not use, or permit another to use, any version of all documents in connection with this contract without first obtaining written permission of MMWD.

All materials resulting from the efforts of MMWD 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 MMWD. Reuse of these materials by the

Consultant in any manner other than in conjunction with activities authorized by MMWD is prohibited without written permission of MMWD.

If the Consultant is using data provided by the District or by the County of Marin pursuant to its data-sharing agreement with MMWD, the Consultant (Licensee) acknowledges by execution of this Agreement that it has read the disclaimer(s) of liability and warranties regarding use of said shared data, a copy of which is attached to this Agreement as Attachments D and E.

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided MMWD, 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 MMWD. 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 MMWD 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 MMWD 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 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 MMWD, Attn: Charlie Duggan, Administrative Services Division Manager/Treasurer, by certified mail."

The Workers' Compensation Insurance self-insured deductibles and retentions for both the Consultant and its subcontractors shall not exceed \$1,000.00 (One Thousand Dollars and 00/100).

- 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 01 11 85 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 CA001 edition 187 or equivalent including employer's non-ownership liability. All deductibles or self-insured retentions shall not exceed \$5,000 (Five Thousand Dollars and 00/100). Coverage in an amount not less than \$2,000,000.00 (Two Million Dollars and 00/100) 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 MMWD.
 - 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 C - 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 \$1,000,000.00 (One Million Dollars and 00/100). All insurance deductibles or self-insured retentions shall not exceed \$1,000.00 (One Thousand Dollars and 00/100). 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 MMWD by certified mail.

- d. Documentation: The following documentation of insurance shall be submitted to MMWD:
 - (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.

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

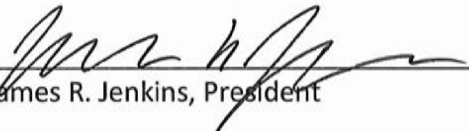
in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. BILLING AND DOCUMENTATION: The Consultant shall bill MMWD for work on a monthly or agreed upon basis or as articulated in Attachment B and 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.

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.

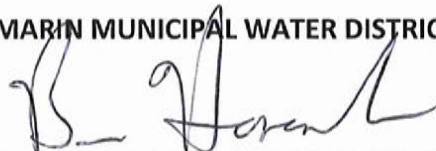
ATHENS ADMINISTRATORS

Dated: 6.21.19

By 
James R. Jenkins, President

MARIN MUNICIPAL WATER DISTRICT

Dated: 6-28-19

By 
Bennett Horenstein, General Manager

ATTACHMENT A

**ATHENS ADMINISTRATORS
SCOPE OF WORK
WORKERS COMPENSATION ADMINISTRATION**

CONSULTANT shall perform the following tasks:

1. Forms

Consultant shall provide all forms necessary for the processing of benefits or claims information including a DISTRICT's special Employer's Report of Injury, Division of Workers Compensation (DWC) Form I, lost time information reports, vouchers, checks, and other related forms.

2. Claim File Set Up and Diary Review

Upon receipt of the Employer's Report of Injury, the Consultant will prepare an individual claim file within one working day for each claim. All claim files shall be reviewed at least every thirty (30) days for active claims and at least every four (4) months for claims that have settled but are open for the employee's future medical care. The examiner shall distinguish the regular diary review from routine file documentation in the computer note pad within the consultant's secured database. The supervisor shall monitor the diary reviews by printing a "No Activity" report each month to identify any files that have fallen off the diary system.

3. Confidentiality

All services performed under this agreement are confidential and will not be disclosed to any third party by Administrator without Employer's prior written consent.

4. Administrator Duties and Services

4.1. Administrator agrees to meet on a regular basis with Employer to:

- a. Develop procedures, forms, instructions, schedules and other materials related to claim management, including a procedure manual for Employer's use, within thirty (30) days of the effective date of this Agreement and update such materials as needed.
- b. Provide claim reporting kits including, but not limited to, claim and accident report forms, required notices, and procedural instructions, for distribution by Employer to Employer's staff on or before the effective date of this Agreement, and as needed thereafter.
- c. Provide group education for Employer's management personnel regarding claim management as requested.

Misc. Agreement No. 5757

- d. Assist Employer's personnel in the development of directives, notices, and other program communication to employees as requested.
- e. Provide and review case management and program compliance quarterly with Employer, or more often as requested by Employer.
- f. Provide all forms and supplies necessary for the efficient operation of the self-insurance program, including customized benefit checks bearing Employer 's name and logo, and to prepare all legally required forms and documents including but not limited to, Self- Insurer's Annual Reports, 1099 reports to the I.R.S. and any and all other documents and reports now or in the future required by the state or federal government or any other agency associated with Employer 's self-insured workers' compensation program

4.2. Administrator agrees to administer all claims as follows:

- a. Administer all claims established by and transferred from the previous administrator(s), and administer all claims reported to Administrator during the effective dates of this Agreement for the term of the Agreement.
- b. Establish and maintain a claim file, with a diary date not to exceed thirty (30) days, on each active claim upon which indemnity benefits are being paid; a diary system not to exceed sixty (60) days on all other open, active Indemnity claims; and a supervisory review diary not to exceed one-hundred-twenty (120) days, or more often when needed.
- c. Manage timely receipt of all pertinent claim information from Employer providers and other sources.
- d. Determine, on behalf of Employer for each reported employee injury or illness, those benefits, if any that should be paid or rendered under the California Workers ' Compensation Laws. Such determination shall include an estimate of future claim payment. Retain outside services with prior approval of Employer for the investigation and management of the claims. Outside services include but are not limited to:
 - AOE/COE Investigators;
 - Activities Check/Sub-rosa Investigator;
 - Medical Case Management and Rehabilitation Nurses/Consultants; and
 - Subrogation Investigators and Experts.
- e. Exhibit in each Indemnity claim file good faith efforts to contact all injured workers by telephone within at least twenty-four hours of receipt of claim, and in no event any later than forty-eight hours of receipt of claim, excluding weekends and holidays. Establish phone contact with appropriate Employer department for initial discussion of claims, as needed, within three (3) working days of receipt of claim.
- f. Initiate investigations, subject to approval by Employer, to determine compensability of reported and actual claim status. Employer shall have prior approval of the selection of any investigator used to investigate Employer's claims of industrial injury or illness. Take necessary

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statements and investigate facts of the case within thirty (30) days receipt of claim, when warranted.

- g. Prepare documentation of cases for litigation and continue to monitor legal counsel representing Employer in legal action(s) and assist counsel as necessary in preparation of litigation. Employer shall select and approve counsel prior to each referral. In addition, Administrator shall promptly provide Employer with copies of all correspondence generated on those claim files which are litigated and shall immediately notify Employer in writing and shall keep Employer closely informed on those claims involving allegations of Serious and Willful Misconduct or alleged violation(s) of California Labor Code Section 132(a). At time of case referral to defense counsel, administrator shall prepare a letter of direction to defense counsel outlining work to be done, by whom, and in what time frame. All assignments, instructions and communication with defense counsel must be documented in the claim file and computer note pads. Administrator shall manage defense counsel on an ongoing basis and obtain status reports from defense counsel every sixty (60) days. Administrator shall actively manage litigated files and not perform functions and shall not require defense counsel to perform activities which can be accomplished effectively by claims staff. Examples of required examiner activity on litigated files include but are not limited to:

- Scheduling medical appointments;
- Writing cover letters to doctors;
- Subpoenaing medical records;
- Answering applications; and
- Filing and serving requisite documents.

Administrator shall obtain defense counsels' written evaluation within sixty (60) days of submission, including evaluation of liability, verdict potential, settlement value, and case strategy.

- h. Disburse payments on behalf of Employer out of the bank account provided by Employer, all "Allocated Loss Expenses", which is defined to include all costs incurred on behalf of Employer specifically related to an individual claim, including but not limited to, attorneys, independent adjusters or investigators, expert witnesses, copying records or transcripts, court costs or Appeals Board fees or other costs deemed proper and necessary to represent Employer.
- i. Use best efforts to achieve an average monthly closure ratio of one hundred percent (100%) over the term of this Agreement.
- j. Examine, on behalf of Employer, all reports of industrial injury or illness relating to Employer's employees or former employees and reported to Administrator and to conduct investigations on such cases by Administrator 's salaried employees as in Administrator 's judgment is deemed necessary.
- k. Pay compensation, medical expense, "Allocated Loss Expense", and all other benefits as prescribed by law out of funds provided by Employer. Payments made by Administrator without

Employer approval, where approval is required elsewhere in this Agreement, shall be the responsibility of the Administrator.

- l. Maintain a claim file on each reported claim which shall be available to Employer at all times for inspection and to conduct, at a time and frequency to be determined by Employer, claim file reviews with Employer at either Employer's or Administrator 's offices.
- m. Subscribe to and pay for, on Employer's behalf, enrollment in the Index Bureau System and to report to the Index Bureau on each and every Indemnity claim.
- n. Create, reserve, and enter required claim data into Administrator's computer system within five (5) working days of receipt of notice of claim from Employer. Enter all payments, reserved revisions, and file closings into the information system within three (3) working days.
- o. Review employer's medical bills and other medical charges and treatment relating to Employer's claims of industrial injury or illness, for causal relationship to all claims of injuries/illness, and reasonableness of treatment prior to payment. Solicit all medical bills, medical reports and records, and documentation of alleged wage loss prior to settlement negotiations.
- p. Make all disability payments and send all notices in a timely manner, abiding by all applicable provisions of the California Labor Code and California Workers' Compensation Laws, Rules and Regulations.
- q. Make payments of bills within thirty (30) days of receipt, and assure timely review and payment of all medical bills in accordance with statutory deadlines and requirements.
- r. Acknowledge to Employer all claims reported to Administrator within three (3) working days of receipt of the notice of claim and to notify Employer and injured workers within five (5) working days of the notice of claim to Employer, whether the claim has been accepted, delayed for further investigation, or denied.
- s. Convert all Medical Only Claims to Indemnity Claims status when the paid amount reaches two thousand five hundred dollars (\$2,500) or when the claim remains open in excess of one (1) year.
- t. Recognize and where appropriate investigate all subrogation and/or contribution possibilities, preserving evidence and utilizing appropriate investigators and experts, as needed, after first obtaining Employers permission to engage such investigators/experts. As respect to subrogation and contribution cases, any compromise settlements or lien reductions must have the prior approval of Employer.

4.3. Administrator agrees to monitor relevancy of medical treatment by the following:

- a. Maintain continual contact with medical practitioners in order to monitor claimant treatment process and a timely return to work. Administrator shall make a good faith effort to establish contact with attending physician within twenty-four (24) hours of receipt of injury report and shall make contact with attending physician's office within forty-eight (48) hours of receipt of injury report and shall document such contact in the claim file.

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- b. Review and discuss Vocational Rehabilitation Program(s) with Employer prior to its initiation for an individual claimant.
- c. Monitor individual vocational rehabilitation programs to determine appropriateness and progress.

4.4. Administrator agrees to the following record keeping and reporting requirements:

- a. Provide Employer with monthly reports consisting of:
 - (1) Check Registers including all claim disbursements made on behalf of Employer.
 - (2) Computerized loss reports in an acceptable format as mutually agreed upon at the effective date of this Agreement, showing descriptive data, details of each month's payments, total payments, reserves and total experience and incurred loss values for each claim.
 - (3) Any and all other reports as required by Employer.
- b. Provide oral claims reports on demand, special specific-focus loss run reports within twenty-four (24) hours and larger or major computer analysis reports within seven (7) working days, excluding weekends and holidays. It is further agreed and understood that should Employer require that Administrator prepare for Employer special reports that require additional programming costs there may be an additional charge for said reports.
- c. Provide within ten (10) days notification and explanation for any changes in claim reserves in excess of five thousand dollars (\$5,000) or more associated with a particular claim. Notify immediately the Employer of any claims involving serious injury as defined below:
 - Fatality;
 - Quadriplegia,
 - Paraplegia,
 - Amputation of a major extremity,
 - Heart attack,
 - Back problems involving surgery,
 - Serious burns or disfigurement,
 - Loss of sight or hearing,
 - Brain damage,
 - Any other extreme permanent injury, and
 - Surgical intervention.

Provide initial case analysis within thirty (30) days of receipt of these claims. Supplemental reports on these claims shall be submitted to Employer at least every ninety (90) days following initial case report and shall include all pertinent information which could reasonably affect the

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future of the claim(s). In addition, Administrator shall notify Employer immediately of any employee who has a perceived alcohol or drug abuse problem.

- d. Maintain all records and statistical data on each employee claim of injury or illness, including, but not limited to, a record of each denial, delay, litigated claim and loss, which records and data shall be available upon request by Employer. Employer, at Employer's discretion, may audit all records maintained by Administrator including, but not limited to, all payments made on behalf of Employer. Such audit may incorporate random sampling or other audit procedures suitable to Employer.
- e. Prepare and submit to Employer within sixty (60) days of Plan Year closure, the Self-insurer's Annual Report, for submission by Employer to Self-Insurance Plans.
- f. Prepare and submit Federal Information Return (Form 1099) by statutory deadline for applicable payments made by Administrator on Employer's behalf, during the term of this Agreement and as specified under Section 4 of the Agreement.
- g. Prepare all other reports as necessary to remain in compliance with all Workers' Compensation Laws and other state and federal laws, rules and regulations.
- h. Provide Employer with a comprehensive Annual Management Report within sixty (60) days of fiscal year end that includes, but is not limited to:

- (1) Analysis of past and projected fiscal year costs.
- (2) Interpretation of data on losses and trends.
- (3) Recommendations for program improvements.

- i. Provide report to Accounting Department of Employer of all payments when made and any other information necessary for Employer to adequately fund the loss fund account. All such payments shall be supported with check payment detail and monthly summary report showing all payees, payment amounts and dates of payment.
- j. Provide for Employer the ability to be on-line with Administrator's computer system. This system will provide Employer with all financial and statistical data relating to Employer's workers' compensation claims, together with narrative topical "notepad" reports, on each individual claim. This system will also include electronic mail service between Administrator and Employer; the ability to electronically transmit 5020's (Employer's First Report of Industrial Injury/Illness); OSHA Log generation; and complete report generation capabilities.

5. Employer Contact

- a. Consultant shall immediately request the Employer's Report of Injury form when or if the Doctor's First Report of Injury is received first.
- b. If the DWC Form 1 has not been received by the Consultant within one to two days after receiving the Employer's Report of Injury, the examiner will contact the DISTRICT's Human

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Resources Manager to ensure that the DWC Form 1 was given to the employee within one working day of knowledge of the injury. If a DWC Form 1 had not been given to the injured employee, the Consultant shall immediately send the DWC Form 1 directly to the employee.

- c. The Consultant shall contact the DISTRICT's Human Resources Manager within twenty-four (24) hours of receipt of notice of a claim. Such contact with the DISTRICT shall be documented in the computer notepad.
 - d. When a claim reaches or exceeds \$50,000 in total incurred value, the Consultant shall report to the DISTRICT every sixty (60) days regarding the status of the claim. Such report shall include the examiner's plan of action for the future handling of the claim.
 - e. The examiner will provide on-site file reviews quarterly if requested by the DISTRICT. Other periodic on-site file reviews will be scheduled based upon the needs of the DISTRICT. The examiner will be available for scheduled telephone conference calls with appropriate DISTRICT staff as needed to determine a course of action on a particular file.
6. Employee Contact
- a. In all non-litigated, lost time cases, where the employee has not returned to work, telephone or personal contact will be established with the injured employee within twenty-four (24) hours of receipt of notice of claim. Such contact will continue as often as necessary, but at least monthly. Such contact with the employee shall be documented in the computer notepad.
 - b. Return phone calls to employees will be accomplished within twenty-four (24) hours.
 - c. All correspondence from employees will be responded to within five (5) days of receipt.
7. Reserves
- a. Reserves shall be established based upon the ultimate probable cost of each claim. All reserve categories shall be reviewed on a regular basis but not less than at least every ninety (90) days. Such review shall be indicated in the computer notepad. The examiner shall utilize a reserve worksheet which has been approved by the Local Agency Workers' Compensation Excess Joint Powers Authority pursuant to that JPA's Resolution Establishing a Claims Management Policy. Any changes to reserves shall include an explanation for the change.
 - b. The claims assistant shall have the authority to establish reserves up to \$3,000. An examiner shall have authority to establish reserves up to \$50,000. A senior examiner shall have authority to establish reserves up to \$75,000. The supervisor shall have authority to recommend reserves up to \$150,000. A director, vice president, or president Consultant shall review and recommend all reserves in excess of \$150,000. The DISTRICT must approve all reserves of \$75,000 or more.
8. Medical Administration

- a. Upon request from DISTRICT, the Consultant shall make available a panel of general practitioners, specialists, hospitals, and emergency treatment facilities to which injured employees should be referred.
- b. The physician's office will be contacted within five (5) days of notice of claim. Such contact will continue as needed during the continuation of temporary disability to assure that treatment is related to a compensable injury or illness.
- c. The Consultant shall maintain contact with treating physicians to ensure employees receive proper medical treatment and are returned to full or modified employment at the earliest possible date.
- d. The Consultant shall maintain direct contact with medical service providers to ensure their reports are received in a timely manner.
- e. The Consultant shall arrange medical evaluations when needed, reasonable, and/or requested in compliance with the current Labor Code.
- f. The Consultant shall ensure that medical bills are reduced to the Relative Value Schedule (RVS) and recommended rates established by the Administrative Director of Workers' Compensation. The use of a service contractor is acceptable, provided the DISTRICT's approval is first obtained. The DISTRICT shall pay for the use and benefits of the services provided; however, fees charged by the service contractor shall have been approved by the DISTRICT prior to the provision of services.
- g. The Consultant shall provide, at the DISTRICT's expense, utilization review and/or professional managed care services on an as-needed basis to injured employees, provided the member DISTRICT and/or DISTRICT's approval is obtained prior to the provision of such service.

9. Medical Payments

Medical bills will be matched to the file, reviewed for correctness, approved for payment, and paid within sixty (60) days of receipt. If all or part of the bill is being disputed, the Consultant will notify the medical provider, on the appropriate form letter, within thirty (30) days.

10. Plan of Action

Each claim file shall contain the examiner's plan of action for the future handling of that claim. Such plan of action will be identified in the computer notepad.

11. Investigation

The Consultant shall subscribe to the Index Bureau. The examiner shall request a report from the Index Bureau on all new indemnity claims. Subsequent requests should be made every six to twelve months thereafter on all active indemnity claims.

12. Compensability

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- a. The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and documented in the file within three (3) working days of the receipt of the notification of the loss. Delay of benefit letters shall be mailed in compliance with the Division of Industrial Relations' guidelines.
- b. In no case shall a final compensability decision be extended beyond ninety (90) days from the DISTRICT's knowledge of the claim.

13. Provision of Benefits

The Consultant shall provide all compensation and medical benefits in a timely manner and in compliance with the statutory requirements of the California Labor Code. The Consultant shall compute and pay temporary disability benefits to injured employees based upon earnings information and authorized disability periods. The Consultant shall review, compute, and pay all informal ratings, death benefits, findings and awards, life pensions, or compromise and release settlements. However, all such benefits shall be paid by the DISTRICT from the established trust fund.

14. Initial Indemnity Payment

- a. The initial indemnity payment or voucher will be issued and mailed to the injured employee together with a properly completed DWC A within fourteen (14) days of the first day of disability. The DISTRICT will issue all temporary disability payments while the employee is still on DISTRICT payroll. The DISTRICT also has a 60 day industrial injury leave program per month which the DISTRICT will continue to pay to the employee for the first 60 days of an accepted workers compensation injury.
- b. Late payments must include the self-imposed 10% penalty in accordance with Labor Code Section 4650.

15. Subsequent Indemnity Payments

All indemnity payments or vouchers subsequent to the first payment will be verified, except for obvious long-term disability, and issued in compliance with Labor Code Section 4651.

16. Return to Work

- a. The Consultant shall provide assistance to the DISTRICT in establishing a modified work program, which is appropriate for injured employees while recovering and prior to their return to regular duties.
- b. The Consultant shall consult frequently with the DISTRICT in those cases where the injury residuals might involve permanent work restrictions and/or retirement potential.

17. Transportation Expense

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Transportation reimbursement will be mailed within five (5) days of the receipt of the claim for reimbursement. Advance travel expense payments will be mailed to the injured employee ten (10) days prior to the anticipated date of travel.

18. Permanent Disability

- a. The Consultant shall explain and assist injured employees in completing the necessary forms to obtain a permanent disability rating.
- b. The Consultant shall determine the nature and extent of permanent disability and arrange for an informal disability rating whenever possible to avoid Workers' Compensation Appeals Board litigation.
- c. All permanent disability benefit notices shall be sent to the employee as required by the Labor Code.

19. Litigated Cases

- a. The Consultant shall promptly initiate an investigation of issues identified as material to potential litigation. The DISTRICT shall be alerted to the need for an outside investigation as soon as possible and the examiner shall appoint an investigator who is acceptable to the DISTRICT. The DISTRICT shall be kept informed on the scope and results of all investigations.
- b. When defense counsel is not necessary, the Consultant shall work closely with the applicant's attorney in informal disposition of litigated cases. All assignments to outside counsel will be made with the authorization and consent of the DISTRICT's General Counsel. In conjunction with the DISTRICT, the Consultant shall monitor the outside counsel's progress and supply the General Counsel and Human Resources Manager with copies of all correspondence. The Consultant shall audit all bills before payment.
- c. The Consultant or defense counsel in a concise and clear written form shall forward settlement proposals directed to the General Counsel with copies to DISTRICT's Human Resources Manager with a reason(s) for such recommendation.
- d. All preparation for a trial shall involve communication with the General Counsel so that all material evidence and witnesses are utilized to obtain a favorable result for the defense.
- e. The supervisor or the examiner shall attend Workers' Compensation Appeals Board hearings, rehabilitation hearings, meetings with defense counsel, and meetings with DISTRICT staff, departments, and employee groups as necessary and as requested to do so.

20. Settlements

The Consultant shall obtain the DISTRICT's authorization on all settlement or stipulations. All requests for settlement authority shall include a written claim summary, estimate of permanent disability, and the defense counsel's comments and recommendations, if any, and shall be sent to the General Counsel, with copies to the DISTRICT's Human Resources Manager.

21. Subrogation

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- a. In all cases where a third party is responsible for the injury to the employee, the Consultant will send a letter to the DISTRICT's Human Resources Manager indicating they will pursue subrogation unless instructed otherwise by the DISTRICT. When subrogation is to be pursued, the third party shall be contacted within ten (10) days with notification of the DISTRICT's right to subrogation and the recovery of certain claim expenses. If the third party is a governmental agency, a claim shall be filed with the governing board within six (6) months of the injury or notice of injury.
- b. Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the DISTRICT will be entitled.
- c. If the injured worker brings a civil action against the party responsible for the injury, the Consultant shall consult with the DISTRICT's Human Resources Manager about the value of the subrogation claim and other considerations. Upon receipt of the DISTRICT's authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action.
- d. Whenever practical, the Consultant should take advantage of any settlement in a civil action by attempting to settle the workers' compensation claim by means of a third party compromise and release. If such attempt does not succeed, then every effort should be made through the Workers Compensation Appeals Board (WCAB) to offset claim expenses through a credit against the proceeds from the injured worker's civil action.

22. Vocational Rehabilitation

Determination of the Qualified Injured Worker/Non-Qualified Injured Worker status shall be made in accordance with Labor Code Section 4637. The Consultant shall advise the injured worker of his/her rehabilitation benefits in accordance with the Rules of the Division of Workers' Compensation, within ten (10) days of knowledge of medical eligibility. The Consultant will:

- 1) make timely referral to a Qualified Rehabilitation Representative in accordance with Labor Code Section 4637,
- 2) control rehabilitation costs, and
- 3) secure the prompt conclusion of vocational rehabilitation benefits.

23. Claim Reconciliation

All claim files shall be reconciled to ensure all medical, indemnity, and expense payments have been made correctly. The reconciliation should verify that payments were made to the correct provider, in the correct amount, and from the correct claim file. The physical file should be verified with the computer/electronic information. All open claim files shall be reconciled 1) any time there is a change from one benefit to another (e.g., from temporary disability to permanent disability), 2) when ten indemnity checks have been issued, or 3) at least annually. Proof of the reconciliation should remain in the claim file.

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24. Excess Coverage or Other Insurance

Administrator, as a part of the regular claims administration process, shall comply with the reporting provisions, guidelines, and requirements imposed by the Employer's Excess Workers' Compensation Insurance Carrier(s) and other carriers that may be involved in the administration of the Employer's Workers' Compensation Program. However, Employer as policyholder shall continue to be liable for all the duties, requirements, obligations, and penalties imposed by Employer's Carrier(s).

- a. Cases that have the potential to exceed the DISTRICT's self-insured retention shall be reported to the DISTRICT's General Counsel and Human Resources Manager and in accordance with the reporting criteria established by the pool excess insurance provider.
- b. All cases, which meet the established reporting criteria, are to be reported within ten (10) days of the day on which it is known the criterion is met.

25. Award Payment

Payments on awards, computations, or compromise and release agreements will be issued within ten (10) days following receipt of the appropriate document.

26. Penalties

Administrator and Employer acknowledge the obligations and penalties contained in the California Workers' Compensation Reform Act of 1989 that may be imposed on both employers and claim administrators and agree to the following:

- a. Penalties for errors or omissions caused by Employer's failure to act or timely report claims or issues to Administrator that create a delay in payment of benefits, incorrect payment of benefits, or administrative fine(s) or penalty(ies) shall be the responsibility of Employer. Penalties for errors or omissions caused by Administrator's performance of services under this contract that create a delay in payment of benefits, incorrect payment of benefits, or administrative fine(s) or penalty(ies) shall be the responsibility of Administrator.
- b. Administrator shall provide Employer with a quarterly accounting of penalties paid by Administrator on behalf of Employer including a description and detailed listing of each penalty payment and the specific claim file to which the penalty payment was charged. Penalties that are computed by the Administrator shall be paid out of the Employer's benefit account and Administrator shall, within thirty (30) days from the end of the quarter, reimburse Employer quarterly for those penalties that are the responsibility of Administrator under the terms and conditions of this Agreement, with pro-rated interest at the prevailing prime interest rate.
- c. Without limiting the provisions set forth in the above two paragraphs, it is agreed that upon receipt by Administrator of a notice of claim from Employer, upon which indemnity benefits shall be paid or notice given promptly to the employee in order to avoid late payment or notice

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of benefit penalties, Administrator shall have ten (10) (10) working days (excluding weekends and holidays) from the date of receipt of the claim from Employer, to investigate and pay the temporary disability or send the required wage continuation notice, and that failure on the part of the Administrator to do so within this time frame shall be the financial responsibility of Administrator for any fine imposed for late notice or payment of benefits. Any fines or penalties for late payment or notice of benefits on claims that are received from Employer by Administrator on or after the ninth (9th) day following the date Employer knew or should have known about the claim(s) shall be the responsibility of the Employer.

- d. Administrator will be responsible for any fines or penalties associated with questionable or controverted claims which Administrator denies without first consulting and obtaining approval by Employer for denial of the claim(s). Administrator will not be responsible for any fines or penalties levied by the Division of Workers ' Compensation or any other judicial or quasi-judicial organization for improper denial of a claim(s) if, over the written objections of Administrator, Administrator has denied said claim(s) at the express written direction of Employer.

27. Definition of "Medical-Only" and "Indemnity" Claims

- a. The definition of an "Indemnity Claim" shall be any alleged work-related claim for which any of the following is claimed:
 - 1) Temporary Disability;
 - 2) Permanent Disability;
 - 3) Vocational Rehabilitation;
 - 4) Life Pension; or
 - 5) Death.

- b. The definition of a "Medical Only Claim" shall be any alleged work-related injury or illness for which medical treatment is sought, the claimant is not hospitalized, temporary disability does not exceed the waiting period as defined by the Workers' Compensation Laws of California, and no other Indemnity benefits are claimed.

28. Case Closure

- a. The Consultant shall close all claims on which all medical and compensation benefits have been provided within a reasonable amount of time. Claim files shall not be allowed to go without examiner attention for a period of time longer than six months. Medical only claims shall not remain open longer than six months without good cause.
- b. Medical only cases must be closed within sixty (60) days from the date the letter went to employee indicating there is no permanent disability.
- c. The Consultant will monitor stipulated cases with future medical provisions. Reserves for future medical will be reviewed semi-annually and adjusted according to use.

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29. Loss Runs

- a. The loss run shall be issued by the 12th of the month following the closing date. Any corrections that are requested to be made to the loss run shall be made within thirty (30) days.
- b. Requests for status of claims generated by the DISTRICT shall be provided within thirty (30) days.

30. Claims Reporting

- a. The Consultant shall maintain all loss information as required by the Workers' Compensation Insurance Rating Bureau.
- b. The Consultant shall assist in the preparation of all reports, which are now, or will be required by the State of California or other government agencies with respect to self-insurance programs. The Consultant will also assist in the preparation of all reports or databases required by the California Institute for Public Risk Analysis (CIPRA) or other statistical database organizations as requested by the DISTRICT.

31. Record Retention

All claim files shall be maintained in accordance with statutory time requirements and the DISTRICT's Record Retention Policy (Policy attached as Exhibit 1).

32. Claim Supervision

The Consultant shall provide supervisory staff who will regularly review the work product of the claims examiners. The supervisor shall review at least ten percent (10%) of each examiner's caseload each month to ensure each examiner is following today's best practices and laws/requirements and following the performance standards outlined in the RFP for the original contract. In addition, the supervisor shall conduct a regular quarterly review of all open indemnity claims with reserves in excess of \$50,000 and all problem or complex claims.

33. Availability of Personnel

- a. The Consultant shall at all times, have one or more of the examiners assigned to the DISTRICT's dedicated unit, or in their absence, the supervisor or Vice President of Workers' Compensation available by telephone for emergencies through a 24-hour emergency telephone number.
- b. The Consultant shall ensure at least one dedicated examiner assigned to the DISTRICT is on-site and available to the DISTRICT every business day throughout the term of the contract period.

34. Examiner Training

The Consultant shall ensure each claims examiner handling the DISTRICT's claims will receive continuing education training each year. Consultant shall annually certify this in writing to the DISTRICT's Human Resources Manager.

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35. Services

- a. All services as described in this Agreement shall be performed in accordance with all applicable laws, rules and regulations of any and all governmental authorities and applicable standards, and specifically performed in accordance with all applicable Workers ' Compensation Laws of the State of California .
- b. The Consultant shall provide special on-site training services annually to personnel from the DISTRICT to ensure that the people within the DISTRICT who process workers' compensation claims are effectively carrying out the procedures required for a successful program. A copy of the DISTRICT's claims manual should be readily available for review by the appropriate DISTRICT staff or representative.
- c. The Consultant shall require one of the dedicated unit examiners to meet with DISTRICT personnel, at the DISTRICT's location, at least once annually to review program procedures regarding workers ' compensation reporting requirements and other program matters that require the timely participation of the DISTRICT's personnel.
- d. The Consultant shall require an examiner to be available and readily respond to a DISTRICT's request for assistance with problem cases, including on-site visits to the DISTRICT.
- e. The Consultant shall provide the DISTRICT with information regarding statutes, proposed changes to statutes, and changes to the rules and regulations affecting the DISTRICT and its responsibility as a legally uninsured workers' compensation authority.

ATTACHMENT B

**ATHENS ADMINISTRATORS
FEE SCHEDULE
WORKERS COMPENSATION ADMINISTRATION**

Claim Administration Renewal Pricing Proposal

Athens is presenting three year flat rate renewal; no rate increase over your current in force agreement. We are proposing that all components of our pricing will remain unchanged for the proposed contract period.

TERM	Annual Administrative Fee	Charge Per New Indemnity Claim	Charge Per New Medical Only Claim	Charge Per First Aid Claim	Monthly Charge Per Indemnity Claim Open Beyond Service Year
7.1.2019 – 6.30.2020	\$5,000	\$928	\$152	\$84	\$148
7.1.2020 – 6.30.2021	\$5,000	\$928	\$152	\$84	\$148
7.1.2021 – 6.30.2022	\$5,000	\$928	\$152	\$84	\$148

Administrative Services

Administration	Included
Data Management	Included
Account Management	Included
Claim Reporting (web, fax, telephonic)	Included
Dashboard Risk Management Website	Included
Web Site Access (2 Users)	Included
Annual Stewardship Report & Presentation	Included
Electronic Delivery of Monthly Loss Runs	Included

ATTACHMENT C

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage: Policy# [REDACTED]

Policy Period 1/1/2019 – 1/1/2020

Automobile Liability: Policy# [REDACTED]

Policy Period 1/1/2019 – 1/1/2020

INSURED: Name: Athens Insurance Services, Inc.

Address: PO Box 696

City/State/Zip: Concord, CA 94524

SCHEDULE

The Marin Municipal Water District, its officers, officials, agents, employees and volunteers (MMWD).

WHO IS AN INSURED

Is amended to include as an insured the organization shown in the schedule above.

- 1. The insurance shall be primary concerning the insured shown in the schedule above.
2. The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the MMWD.
3. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
4. 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.

Authorized Insurance Representative

Signature

Date

Print Name and Title

ATTACHMENT D

COUNTY OF MARIN REQUIREMENTS

(for data provided by County of Marin)

Disclaimer of Liability and Warranties

- A. Licensee understands and agrees that it is possible that errors and omissions will occur in data input or programming done by the County and Signatories to provide the Parcel Base Map in the form desired. The Licensee further understands and agrees that it is probable that errors and omissions will occur in record keeping processes, especially when large numbers of records are developed and maintained, and that data may not meet the Licensee's standards as to accuracy or completeness. Notwithstanding, the Licensee agrees to take the data "as is", fully expecting that there may be errors and omissions associated with the data.

- B. Licensee further understands and agrees that the County and its Signatories make absolutely no warranty whatsoever, whether expressed or implied, as to the accuracy, thoroughness, value, quality, validity, merchantability, suitability, condition or fitness for a particular purpose of the data or any programming used to obtain the data, nor as to whether the data are error-free, up-to-date, complete or based upon accurate or meaningful facts.

- C. Licensee further understands and agrees that it will forever waive any and all rights, claims, causes of action or other recourse that it might otherwise have against the County and its Signatories for any injuries or damages of any type, whether direct, indirect, incidental, consequential or otherwise, resulting from any error or omission in the data or in any programming used to obtain the data, or in any manner arising out of or related to this Agreement or the data provided hereunder. Licensee agrees that the County and its Signatories shall not be liable to Licensee for any liability, claim, loss, damage, injury or expense of any kind caused or alleged to be caused, directly or indirectly, by the inadequacy of data obtained from the County or Signatories, by any deficiency of County or Licensee systems, by any delay or failure to provide any service, or by any other interruption, disruption or loss of Licensee operations.

ATTACHMENT E

**MARIN MUNICIPAL WATER DISTRICT
DATA DISCLAIMER**

(for data provided by the District)

Disclaimer of Liability and Warranties

- A. All materials provided to Licensee by the District are the exclusive property of the District. Re-use of these materials by the Licensee in any manner other than in conjunction with activities authorized by the District is prohibited without the written permission of the District.
- B. Licensee understands and agrees that it is possible that errors and omissions will occur in data input or programming done by the District to provide the data in the form desired. The Licensee further understands and agrees that it is probable that errors and omissions will occur in record keeping processes, especially when large numbers of records are developed and maintained, and that data may not meet the Licensee's standards as to accuracy or completeness. Notwithstanding, the Licensee agrees to take the data "as is", fully expecting that there may be errors and omissions associated with the data.
- C. Licensee further understands and agrees that the District makes absolutely no warranty whatsoever, whether expressed or implied, as to the accuracy, thoroughness, value, quality, validity, merchantability, suitability, condition or fitness for a particular purpose of the data or any programming used to obtain the data, nor as to whether the data are error-free, up-to-date, complete or based upon accurate or meaningful facts.
- D. Licensee further understands and agrees that it will forever waive any and all rights, claims, causes of action or other recourse that it might otherwise have against the District for any injuries or damages of any type, whether direct, indirect, incidental, consequential or otherwise, resulting from any error or omission in the data or in any programming used to obtain the data, or in any manner arising out of or related to this Agreement or the data provided hereunder. Licensee agrees that the District shall not be liable to Licensee for any liability, claim, loss, damage, injury or expense of any kind caused or alleged to be caused, directly or indirectly, by the inadequacy of data obtained from the District, by any deficiency of District or Licensee systems, by any delay or failure to provide any service, or by any other interruption, disruption or loss of Licensee operations.

AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MARIN MUNICIPAL WATER DISTRICT and **Athens Administrators**
(Miscellaneous Agreement No. **5757**)

This Amendment No. 2 to Professional Services Agreement (“Second Amendment”) is entered into by and between Marin Municipal Water District (“District”) and **Athens Administrators** (“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 Professional Services dated June 28, 2019 (“Agreement”), which was set to expire on June 30, 2022 and was amended to add additional funding and to extend the expiration date to June 2025, through Amendment No. 1.
- B. The parties desire now desire to enter into this Second Amendment to the Agreement to extend the term of the Agreement to June 30, 2027, and to add additional funds for services the amount not to exceed \$130,000.

Section 2. Terms:

- A. Amendment to Agreement: This Second Amendment modifies the Agreement. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
 - 1. Part A Paragraph 1 entitled Description of Service and Payment Section (b) regarding the fee and payment provisions for such work shall be amended to include a new Exhibit A-2 to this Second Amendment, attached hereto and incorporated herein, which shall apply to the services to be provided as of July 1, 2025 through June 30, 2027, in an amount not to exceed \$100,000. The Second Amendment will also provide up to \$30,000 to cover additional cost incurred in the current term through June 30, 2025, for a total not to exceed amount under this Second Amendment of \$130,000.

- 2. Part B Paragraph 4 entitled “Prosecution of Work” is hereby amended to extend the term of the Agreement, including as previously amended, to June 30, 2027.

Dated: _____

Athens Administrators

By _____

Dated: _____

MARIN MUNICIPAL WATER DISTRICT

By _____
Bennett Horenstein, General Manager

EXHIBIT A-2

March 12, 2025
Pricing Proposal

MARIN MUNICIPAL WATER DISTRICT



Andrea Contreras
Northern California Sales Director
acontreras@athensadmin.⁴²n
925-826-1286



Pricing Proposal - Claim Administration Services
MARIN MUNICIPAL WATER DISTRICT

TERM	Annual Administrative Fee	Charge Per New Indemnity Claim	Charge Per New Medical Only Claim	Charge Per First Aid Claim	Monthly Charge Per Inde. Claim Open Beyond Service Year
7.1.25 - 6.30.26	\$6,000	\$975	\$160	\$88	\$148
Optional Years					
7.1.26 - 6.30.27	\$6,000	\$1,014	\$166	\$92	\$154
7.1.27 - 6.30.28	\$6,000	\$1,055	\$173	\$95	\$160

PRICING NOTES

1) Pricing contemplates Athens providing both claim administration and managed care services.

ADDITIONAL SERVICES

Annual Administration Fee - Includes the noted services below:	\$6,000
<i>Banking - includes management of (1) bank account with monthly escrow replenishment. Each additional account will be charged at a rate of \$600 per month.</i>	Included
<i>Data Management</i>	Included
<i>Account Management</i>	Included
<i>Claim Reporting (web, fax, telephonic)</i>	Included
<i>Dash Board Risk Management Web Site</i>	Included
<i>On-Line System Access (Up to 5 Users)</i>	Included
<i>Electronic Delivery of Monthly Loss Runs</i>	Included
<i>Bilingual Staff Requirement (only applies if required, amount is per person that is required)</i>	\$7,500 Per Year

Terms of Agreement - Life of Contract
MARIN MUNICIPAL WATER DISTRICT

- 1) Athens Administrators will invoice company for all basic fees on a monthly basis and such invoice shall be paid by company upon receipt of invoice.
- 2) Claims will be handled for the life of the contract with no additional per claim fees. If you should decide to non-renew with Athens Administrators, the existing open files can be handled in one of two ways.
 - a) Athens Administrators could continue to handle open files at our prevailing rates per year per open file.
 - b) Athens Administrators would return the files to the client at the clients expense
- 3) **Claim Volume Protection Clause:** In the flat annual fee scenario if annual new claim inventory increases in any year beyond the noted annual inventory assumption in our pricing proposal then each claim beyond that number will be billed at the following per claim rate.:

Indemnity = \$1,000	Medical Only = \$165
Indemnity (Covid Related) = \$500	
- 4) Account Administration includes the following:

a) Detailed status reports	c) Banking Administration
b) Settlement authority set at \$10,000	d) Scheduled meetings/claim reviews
- 5) Data Management includes the following:

b) Carrier report package by e-mail or website	
a) Telephonic 800#	c) Web Reporting
b) Via Fax	
- 7) Custom Report Creation: Access to Athens' complete report library is standard and included in fees. In the event client requires custom reports to be created there will be a charge of \$180 per hour to create custom

Definition of Allocated Expense: Shall include, but not be limited to:

- | | |
|---|---|
| Legal fees | Managed care expenses |
| Professional photographs | Medical examinations |
| Extraordinary cost for witness statements | Extraordinary travel made at client's request |
| Medical records | Court reports |
| Experts' rehabilitation costs | Accident reconstruction |
| Fees for service of process | Collection cost payable to third parties |
| Architects, Contractors and Engineers | Outside investigations |
| Police, fire, coroner, weather, or other such | Subrogation recovery fees |
| Property damage appraisals | Property damage appraisals |
| Sub rosa investigations | Index bureau filings |
| Official documents and transcripts | Chemist |
| Pre-and post-judgment interest paid | Claim intake fees |



STAFF REPORT

Meeting Type: Board of Directors
Title: Agreements for Temporary Staffing Support
From: Vikkie Garay, Human Resources Manager
Through: Ben Horenstein, General Manager
Meeting Date: April 1, 2025

TYPE OF ITEM: X Action Information

RECOMMENDATION: Authorize the General Manager to enter into agreements with Express Employment Professionals and Gary D. Nelson Associates, Inc. dba (Nelson Connects), for temporary staffing support

SUMMARY: This item was reviewed by the Finance & Administration Committee on March 27, 2025. Staff requested that the Board authorize the General Manager to enter into agreements: one with Express Employment Professionals for an amount not to exceed \$300,000 and one with Nelson Connects for a not to exceed amount of \$300,000 to address the District’s temporary staffing needs on an as needed basis.

DISCUSSION: These contracts will allow the District to access additional support for short-term projects, seasonal work, assistance with higher demand projects or work, to temporarily backfill positions when employees are out on extended leaves of absence and to backfill vacancies during the recruitment process, as needed to assure continuity of important District workloads. An immediate need for temporary staffing support has been identified in two departments. Staff anticipates an urgent need for temporary support in Customer Service as the new billing system will prompt an increase in customer calls into a call center that has recently seen an increase in hold times, primarily due to two recent vacancies. Staff also anticipates the need to support a small department where an employee will be going out on extended leave.

Express and Nelson Connect are local staffing firms, located in San Rafael and Novato, that specialize in finding talent in the immediate area. It is necessary to have more than one contract in the event that one firm is not able to find talent with the required skills for the project. Establishing these contracts do not preclude the District from entering into contracts with other staffing firms. Staff has entered into smaller contracts with firms that provide staffing support in specialized areas such as engineering.

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: Staff requests approval of an agreement with Express Employment Professionals not to exceed \$300,000 and approval of an agreement with Nelson Connects not to exceed \$300,000. The agreement will not require the District to expend the entire \$600,000. This not to exceed amount will cover related expenses if the District contracts for temporary services. The not to exceed amount was set based on usage of staffing firms over the past three-year period. All funds for this agreement are budgeted in the requesting departments' annual budget(s).

ATTACHMENT(S): None.

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



STAFF REPORT

Meeting Type: Board of Directors
Title: Azalea Hill Trail Restoration Project Revisions
From: Shaun Horne, Director of Watershed Resources
Through: Ben Horenstein, General Manager
Meeting Date: April 1, 2025

TYPE OF ITEM: X Action Information

RECOMMENDATION: Approve the project revisions pursuant to an addendum prepared in compliance with the California Environmental Quality Act

SUMMARY: The District’s Board of Directors certified an Initial Study and Mitigated Negative Declaration (IS/MND) for the Azalea Hill Restoration project on May 14, 2019 (State Clearinghouse Number 2004082018) (Marin Water District, 2019). The IS/MND was prepared in accordance with the California Environmental Quality Act (CEQA) to assess the environmental effects of the Azalea Hill Trail Restoration Project (Project), including the associated amendment to the Mt. Tamalpais Watershed Roads and Trails Management Plan (RTMP). The Notice of Determination for the Project was posted on May 15, 2019. Since adoption, the District has been working with community volunteers, contractors, and District staff to improve stream crossings, construct bridges, remove social trails, improve trail drainage, harden tread surfaces, prune vegetation, construct a retaining wall and maintain temporary project signage. The District’s stated approach in the Project called for being “light on the land” in order to minimize effects to sensitive resources, including rare plants. Staff has identified revisions the Project to help meet this objective. Staff has analyzed the proposed revisions to the Project pursuant to Section 15164 of the CEQA Guidelines, which provides that an addendum to an adopted Environmental Impact Report (EIR) or IS/MND shall be prepared if only minor technical changes or additions are necessary and none of the conditions described in Sections 15162 and 15163 of the CEQA Guidelines have occurred that call for preparation of a subsequent or supplemental EIR or IS/MND and has prepared an addendum documenting the revisions as minor, consistent with Sections 15162 and 15163 of the CEQA Guidelines.

The Watershed Committee reviewed the Azalea Hill Trail Restoration Project revision at the March 20, 2025 meeting.

DISCUSSION: Marin Water adopted an Amendment to the RTMP for the Project on May 14, 2019. The Project will: 1) remove approximately 4.4-miles of non-system roads and trails and restore those routes to natural conditions to improve habitat and water quality; 2) adopt and improve a 1.9-mile

Class IV road comprised of the existing Liberty Gulch Road (1.2 miles) and convert an existing non-system trail (0.7 miles) to the wider, small vehicle route; 3) improve the hiking and equestrian route over Azalea Hill by correcting erosion and drainage problems along approximately 1.1 miles of existing Class VI trail, rerouting the trail around sensitive plants and adopting 250 feet of an existing non-system trail; and 4) treat the Azalea Hill parking lot to correct its erosion problems and improve the visitor amenities. Upon completion, the Project will prevent an estimated 219 cubic yards of sediment from entering Azalea Hill’s creeks and Alpine Lake annually (or 4,380 cubic yards over 20 years) and would restore approximately one acre of habitat. The Project consolidates the use on two existing routes proposed for upgrades and provides a much-needed connection and safety improvement between the “Lakes” and “Pine Mountain” areas.

The Project is currently being implemented; however, an approximately 288-foot section of Liberty Gulch Road planned to be improved to a Class IV road through widening from approximately 18 to 24 inches to 4 feet is flanked by extensive populations of sensitive plants. While the approved Project allows for widening the trail and mitigating the effects to these plant populations, the District staff have found that the least impactful method in this area is to leave this section of the road at its current width so as to not actively disturb the rare plant populations. The revised Project will include speed calming features, signage along the road warning users not to step off of the road in this area and indicating the sensitive environmental area, and ongoing monitoring that will inform any needed mitigation per the Project IS/MND. Additionally, improvements to Liberty Gulch Road under the Project included stream crossing upgrades at 34 sites. Upon closer review, staff has found that six of these sites no longer need upgrades or found that upgrades can be minimized while still protecting water quality and reducing erosion from the road and trail improvements which aligns with the “light on the land” construction approach outlined in the Project.

Attached to this Staff Report is the ‘2025 Azalea Hill Addendum’, that describes the proposed revisions to the Azalea Hill Restoration Project, including the associated amendment to the RTMP (referred to as the “revised Project”), and sets forth additional analyses in accordance with the Appendix G resource questions analyzed in the IS/MND. The Addendum finds that the revised Project will not result in new significant impacts, nor would the revisions substantially increase the severity of previously identified significant impacts (CEQA Guidelines Section 15162). Based on this analysis, the Addendum is an appropriate approach to document the changes since certification of the IS/MND, given that no new information of substantial importance has been identified, and none of the conditions described in Sections 15162 and 15163 of the CEQA Guidelines that call for preparation of a subsequent CEQA document are present. Specifically, Section 4 of the Addendum, Determination, provides a detailed summary as to why none of the circumstances described under Section 15162 and 15163 are triggered. With approval of the revised Project, construction of Phases I & II will be completed and the road can be opened. Additionally, District staff is planning to host a volunteer appreciation event to thank the community for supporting the construction efforts. This event is anticipated in May 2025.


ENVIRONMENTAL REVIEW: The Project is subject to the requirements of the California Environmental Quality Act (CEQA). On May 14, 2019 the district Board approved Resolution No. 8533 which adopted the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Amendment of the Mt. Tamalpais Watershed Road and Trail Management Plan for the Restoration of Azalea Hill, and (2) approved Resolution No. 8534, which approved the Project and amended the Mt. Tamalpais Watershed Road and Trail Management – Restoration of Azalea Hill. The Addendum analyzed the proposed Project revisions and finds that the proposed revisions to the Azalea

Hill Restoration project will not result in new significant impacts, nor will the revisions substantially increase the severity of previously identified significant impacts (CEQA Guidelines Section 15162). Therefore, approval of the revised Project complies with CEQA requirements.

FISCAL IMPACT: None.

ATTACHMENT(S):

- 1. Addendum to the Amendment of the Mt. Tamalpais Watershed Road and Trail Management Plan – Restoration of Azalea Hill Initial Study/Mitigated Negative Declaration

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed		
	<p>Shaun Horne Watershed Resources Director</p>	<p>Ben Horenstein General Manager</p>



Marin Municipal Water District Addendum to the Amendment of the Mt. Tamalpais Watershed Road and Trail Management Plan – Restoration of Azalea Hill Initial Study/Mitigated Negative Declaration

State Clearinghouse No. 2004082018

March 2025

717 Market Street, Suite 400
San Francisco, CA 94103
650-373-1200
www.panoramaenv.com

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1 Introduction

1.1 Introduction

1.1.1 Mission

The Marin Municipal Water District (District) was chartered on April 25, 1912, and was the first municipal water district in California. Prior to that, water in central and southern Marin was provided by several small, private companies, and many of them were subsidiaries to local real estate developers. Recognizing the critical importance of reliable water service, the District was formed. The District’s mission is to manage the lands, water, and facilities in our trust to provide reliable, high-quality water and adapt and sustain these precious resources for the future. As of 2024, the District serves more than 190,000 people and manages more than 18,000 acres of land on the Mount Tamalpais Watershed (Marin Municipal Water District, 2024).

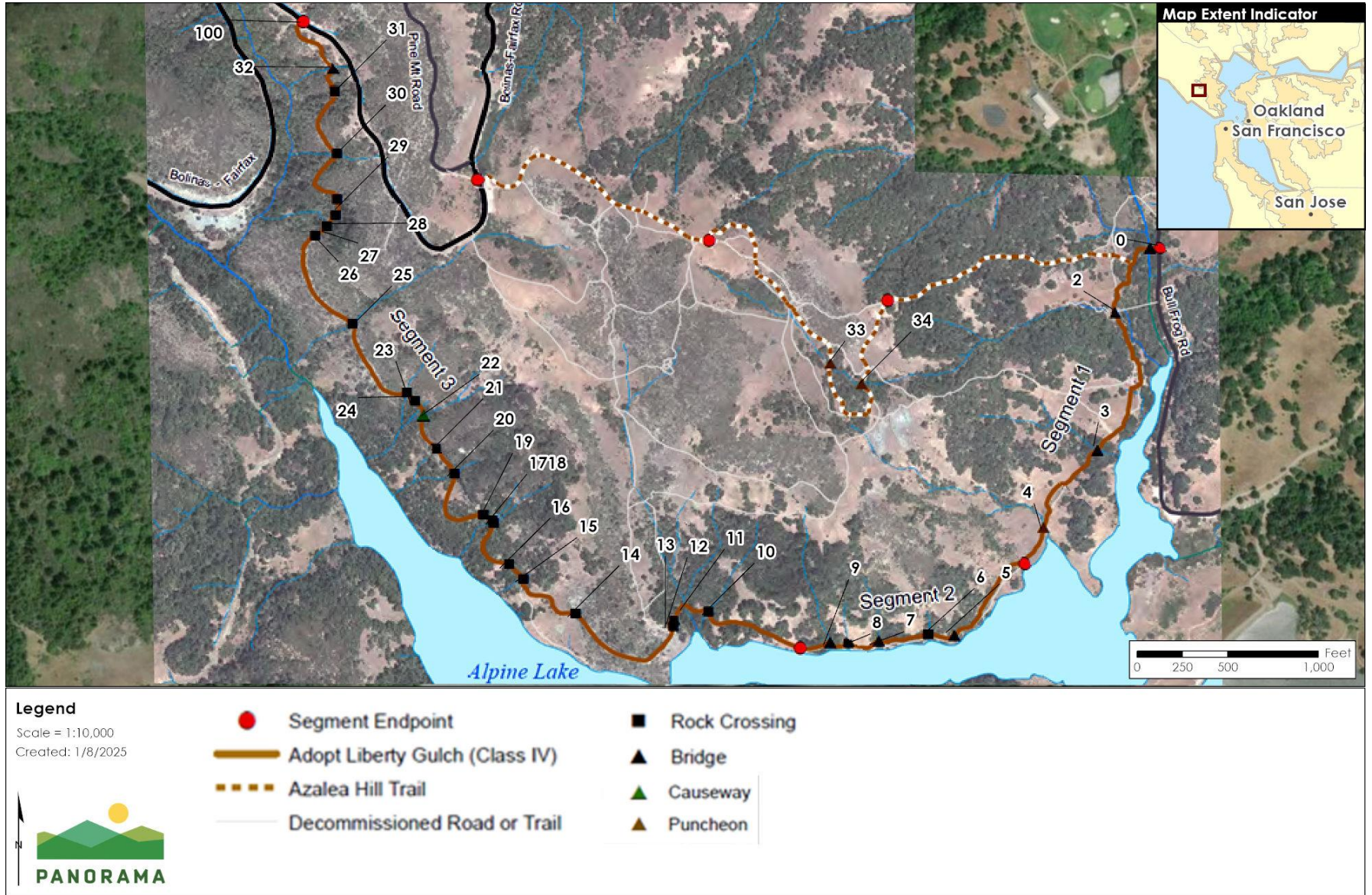
1.1.2 Roads and Trails Management

The District established a comprehensive plan to manage road and trail systems within the 22,000-acre Mt. Tamalpais watershed to meet the District’s mission of managing water and natural resources. The most current iteration of the plan, the Mt. Tamalpais Watershed Roads and Trail Management Plan (RTMT), was approved in 2005.

Azalea Hill is a distinct area within the Mt. Tamalpais watershed that encompasses approximately 370-acres, bordered by Bon Tempe Creek and the Sky Oaks/Bullfrog area to the east, Alpine Lake to the south, Liberty Gulch Road, Bolinas-Fairfax Road and “Pine Mt.” area to the west, and the Meadow Club golf course to the north (Figure 1). The area is crisscrossed by a network of approximately 7 miles of roads and trails that were constructed over time as hiking trails, carriage roads, ranch roads, or county vehicle roads. Numerous creeks originate on Azalea Hill, as well as several seeps and springs. Of the 7 miles of roads and trails, approximately 6 miles are social or “non-system” routes. “Non-system” routes, as opposed to system, or official routes, are also known as “social”, “abandoned”, “illegal”, or “unofficial” routes that add to the burden of road and trail management. In 2019, The District undertook an Amendment to the Mt. Tamalpais Watershed RTMP for Restoration of Azalea Hill (referred herein as the “Azalea Hill Restoration project” or “Project”). The Project included:

1. Removal of approximately 4.4-miles of non-system roads and trails and restoring those routes to natural conditions to improve habitat and water quality;

Figure 1 Azalea Hill Restoration Project Location



2. Adoption and improvement of a 1.9-mile Class IV road comprised of the existing Liberty Gulch Road (1.2 miles) and conversion of existing non-system trails (0.7 miles) to the wider, small vehicle route);
3. Improvement of the hiking and equestrian route over Azalea Hill by correcting erosion and drainage problems along approximately 1.1 miles of existing Class VI trail, rerouting the trail around sensitive plants, and adopting 250 feet of an existing non-system trail; and
4. Treatment of the Azalea Hill parking lot to correct its erosion problems and improve the visitor amenities.

Upon its completion, the Project will prevent up to an estimated 219 cubic yards of sediment from entering Azalea Hill's streams and Alpine Lake annually (or 4,380 cubic yards over 20 years) and will restore approximately one acre of habitat.

The Project is currently being implemented; however, an approximately 288-foot section of Liberty Gulch Road (within Segment 2, as shown in Figure 1) planned to be improved to a Class IV road through widening from approximately 18 to 24 inches to 4 feet is flanked by extensive populations of rare plants. While the approved Project allows for widening the trail and mitigating the effects to these rare plant populations, the District staff have found that the least impactful method in this area is to leave the trail at its current width and not actively disturb the rare plant populations. Additionally, improvements to Liberty Gulch Road under the Project included stream crossing upgrades at 34 sites. Six of these sites no longer need upgrades or upgrades can be minimized while still protecting water quality and reducing erosion from the road and trail improvements.

1.2 CEQA Compliance

The District's Board of Directors certified an Initial Study and Mitigated Negative Declaration (IS/MND) for the Azalea Hill Restoration project on May 14, 2019 (State Clearinghouse Number 2004082018) (Marin Water District, 2019). The IS/MND was prepared in accordance with the California Environmental Quality Act (CEQA) to assess the environmental effects of the Project, including the associated amendment to the RTMP. The Notice of Determination for the project was posted on May 15, 2019.

Aspects of the Azalea Hill Restoration project are proposed to be revised from what was analyzed in the certified IS/MND, as previously described. Pursuant to Section 15164 of the CEQA Guidelines, an addendum to an adopted Environmental Impact Report (EIR) or IS/MND shall be prepared if only minor technical changes or additions are necessary and none of the conditions described in Sections 15162 and 15163 of the CEQA Guidelines have occurred that call for preparation of a subsequent or supplemental EIR or IS/MND. As described in Section 15162(a), a subsequent or supplemental EIR or IS/MND would be required if substantial changes occur to the project or substantial changes to the circumstances under which the project is undertaken occur that would involve either (a) a new significant environmental effect or (b) a substantial increase in the severity of a previously identified significant effect.

This addendum describes the proposed changes and additions to the Azalea Hill Restoration project, including the associated amendment to the RTMP (referred to as the “revised Project”), and identifies any additional analyses in accordance with the Appendix G resource questions analyzed in the IS/MND. This addendum finds that the proposed revisions to the Azalea Hill Restoration project and its associated IS/MND would not result in new significant impacts, nor would the revisions substantially increase the severity of previously identified significant impacts (CEQA Guidelines Section 15162). Based on this analysis, the District may conclude that an addendum is the appropriate approach to document the changes since certification of the IS/MND given that no new information of substantial importance has been identified, and none of the conditions described in Sections 15162 and 15163 of the CEQA Guidelines that call for preparation of a subsequent CEQA document are present. Refer to Section 4, Determination, for a detailed summary as to why none of the circumstances described under Section 15162 and 15163 are met.

Section 15164(c) of the CEQA Guidelines states that “[a]n addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.” Because the impact determinations in the Final IS/MND for the Azalea Hill Restoration project have not changed, additional circulation and review of public comments are not required.

2 Description of the Revised Project

2.1 Background

2.1.1 Goal of the Azelea Hill Restoration Project

Liberty Gulch Road was originally constructed to replace the Bolinas-Fairfax carriage road that was flooded by Alpine Dam and reservoir in 1919. When Alpine Dam was raised in 1924 and 1941, additional road construction or reroutes were required, which resulted in the contemporary alignment of Liberty Gulch. Liberty Gulch Road, at one time, provided the connection for all users between Bullfrog Road, a gateway to the “Lakes” area, and Fairfax-Bolinas Road, a gateway to the “Pine Mt.” area. Over the years, non-system roads have developed in the area of Azelea Hill, which have many undesirable effects on the environment, including water quality impacts, migration or foraging barriers for wildlife, and physical removal of habitat.

One goal of the Azelea Hill Restoration project is to remove non-system roads and trails to restore those routes to natural conditions and thus to improve habitat and water quality. In order to meet the needs of recreational users and discourage future development of illegal routes, the Azelea Hill Restoration project included the development of Liberty Gulch Road and conversion of 0.70-miles of other non-system trails into an official road/trail meeting the Class IV road standards as identified in the RTMP. Liberty Gulch Road, along with the newly-designated Azalea Hill Trail to the north, will provide two multi-user routes to connect Fairfax-Bolinas Road and the Pine Mt. area to the Bullfrog Road and Lakes areas.

2.1.2 Roads and Trails Classes in the RTMP

The 2005 RTMP identifies specific improvements for roads and trails on the Mt. Tamalpais Watershed to reduce erosion. The RTMP identifies Best Management Practices and Environmental Protection Measures to be used when conducting the erosion control projects and for the long-term management of the roads and trails. The RTMP includes an inventory of all roads and trails and makes recommendations about accepting certain roads and trails as official roads and trails, reclassifying other roads and trails, and closing or decommissioning certain roads and trails. Roads and trails classifications are shown in Table 1. The subject of the revised project is Liberty Gulch Road, which was designated a *Class IV road* under the Azalea Hill Restoration project.

As defined in the RTMP, Class IV roads are typically 4 feet wide with a compacted, but unpaved surface, to allow for passage of small all-terrain vehicles (ATVs) associated with

District patrol operations. The designation as a “road” will also allow regular bicycling, hiking, and equestrian uses.

Table 1 Road and Trail Classifications in the RTMP

Classification	Type	Characteristics
Class I	Paved roads	High traffic volumes, year-round access to critical facilities, main ingress and egress routes for the watershed.
Class II	All season unpaved roads	Receive regular use, typically have hardened surfaces, provide access to important water infrastructure and for important watershed management.
Class III	Seasonal unpaved roads	Serves as emergency and recreational access. Typically, unsurfaced, narrower than Class I and II roads. Closed to vehicle traffic in the winter.
Class IV	Small vehicle, unpaved roads	Primary use for patrol and route connectivity. Unsurfaced. Some sections only passable with small vehicles (i.e. ATV quads or small “bobcat” sized tractors). Limited truck and heavy vehicle traffic. Seasonal closures may apply.
Class V	Restricted roads	Roads with special use restrictions (e.g. FAA facility)
Class VI	Equestrian trails	Substantial infrastructure improvements required to support use. Seasonal closures may apply.
Class VII	High use hiking trails	Hikers only. High to medium level of use and maintenance. Can be an important trail connector. Infrastructure improvements consistent with use levels.
Class VIII	Moderate use hiking trails	Hikers only. Medium to low level of use. Not an important trail connector. Little to no trail infrastructure improvements. Seasonal closures may apply.
Class IX	Backcountry trails	Hikers only. Low level of use. Minor maintenance. Not important trail connectors. Rustic-style trail infrastructure improvements only. Typically farthest from parking areas and towns.
Class X	Reserved	This classification is reserved for future use.

2.1.3 Rare Plant Avoidance

Numerous rare plants are found in the Azalea Hill Restoration project area. All of the plants surveyed in the Project area are included in the California Natural Plant Society (CNPS) Inventory of Rare and Endangered Plants of California as Rank 1, 2, 3, or 4 species, and none of the identified species are state or federally listed as threatened or endangered. Annual rare plants found within the Azalea Hill area include Mt. Tamalpais lessingia (*lessingia microdenia*), Tiburon buckwheat (*Eriogonum luteolum var. caninum*), and Marin County navarretia (navarretia rosulate). Mt. Tamalpais lessingia grows primarily on serpentine, but several individuals were found on non-serpentine soils. This population is extensive, growing in nearly the entirety of the Liberty Gulch Road section. Tiburon buckwheat is also a serpentine endemic found in Azalea Hill. Marin County navarretia is known in three populations, two in serpentine sections of Liberty Gulch Road were seen, numbering a few dozen plants each. While several populations of one-sided jewelflower are also known in the area.

A 288-foot section of the Liberty Gulch Road segment, from stream crossing site 7 to 9 (shown in Figure 1), is surrounded by numerous rare plants, including extensive Mt. Tamalpais lessengia and Tiburon buckwheat. This section of trail is narrow (from 18 to 24 inches in width), and sloped, with little room to expand the trail and with rare plants flanking the existing trail. The Azalea Hill Restoration project's IS/MND includes Mitigation Measure 3.2-B.2 that requires avoidance of rare plants, and if avoidance is not practicable, development of a rare plant mitigation and monitoring plan. Per the measure, "The rare plant mitigation and monitoring plan shall maintain pre-project rare plant populations by replacing all affected rare plants via seeding or transplanting (relocating). The success criteria for seeded and relocated plants shall be full replacement at a 1:1 ratio [number of plants established = number of plants impacted] after five years, accounting for annual variability as measured by reference populations near the project area or in similar environmental (soil, aspect, elevation, etc.) conditions."

Given the density of rare plant species found around the 288-foot section of the Liberty Gulch Road segment, the District botanist has determined that while it is feasible to widen the trail and mitigate for impacts to the rare plants, a less impactful approach would be to leave a small segment (288 feet) of the road at its current width. The District's botanist recommended not improving nor widening the 288-foot section, and to instead implement measures to minimize potential impacts to the rare plant populations, while still allowing multi-use.

2.1.4 Stream Crossing Improvements

The Azalea Hill Restoration project also includes 34 stream crossing improvements, including 22 upgrades to armored rock crossings, seven bridges, three puncheons, a causeway, and slip lining of one existing culvert. At several crossing improvement sites, unstable fills were to be removed to prevent additional sediment delivery to adjacent streams and existing failed culverts were to be removed.

The approach proposed to treat existing drainage and erosion problems along Liberty Gulch Road is one of being "light on the land" (page 24 of the Azalea Hill Restoration Project IS/MND). Instead of undertaking full landform restoration and restoring all the creek channels, the work has been designed to be the minimum necessary to make the route sustainably passable for all users, and to correct the existing erosion issues. Culvert and armoring work, where applicable, was permitted through the California Department of Fish and Wildlife, Section 1600.

2.2 Trail Segment Modification and Changes to the Amendment of the RTMP

2.2.1 Trail Segment Modification

The revised Project is being proposed to further reduce rare plant impacts along a 288-foot section of the proposed Liberty Gulch Road segment of the Azalea Hill Restoration project. The section is shown in

2 DESCRIPTION OF THE REVISED PROJECT

Figure 2. The section is along an open serpentine grassland and the current

2 DESCRIPTION OF THE REVISED PROJECT

Figure 2 Liberty Gulch Road Revised Project From Stream Crossing Sites 7 to 9



trail is surrounded by rare plants as listed in the CNPS inventory. The current trail in this section is 18 to 24 inches wide. The revised Project would maintain the existing trail at its 18 to 24-inch width instead of widening it to the 4-foot-width of a Class IV road. The Class IV road designation, however, would be maintained along the entire road including this segment to allow for multiple uses including bicycles, hiking, and equestrian uses, and to ensure the Project's goal of multi-use connectivity from Fairfax-Bolinas Road and the Pine Mt. area to Bullfrog Road and the Lakes area. The revised Project would preclude ATV patrols through this segment, but preserve ATV patrol access from either end of the road, with this 288-foot section accessible on foot or bicycle.

Several additional measures would be included in the revised Project to avoid impacts to rare plants and ensure safety along this 288-foot Liberty Gulch Road segment. Additional measures that would be applied to the section of the road include:

1. Add a triangular yield sign with 5 mph limits, at the ends of the 288-foot section in addition to signage that indicates users a) must yield to others within the narrowed segment, allowing their full passage prior to proceeding, b) must slow speeds on bicycles to 5 mph with walking of bicycles encouraged, and c) must strictly stay on the trail.
2. Place signage along the trail warning users not to step off of the trail and indicating the sensitive environmental area.
3. Conduct on-going monitoring of the rare plant populations along the 288-foot section of trail once a year to identify any impacts to rare plants. If effects are seen, implement additional measures to reduce effects including improving signage, patrolling the segment at the busiest times, and requiring users to walk bicycles across the segment.
4. Conduct outreach including updating trail maps and online notification of the modified use of the Class IV road for the 288-foot section.
5. Prohibit ATV patrol usage along the narrowed section, requiring maintenance and patrols to access the road from Fairfax-Bolinas Road in the eastward direction, and Bullfrog Road in the westward direction, and patrolling the 288-foot section on-foot.
6. Mitigate any impacts to rare plants in accordance with Mitigation Measure BIO-1 and Mitigation Measure BIO-2 from the Azalea Hill Restoration project IS/MND. All other mitigation measures identified in the Azalea Hill Restoration project IS/MND would remain applicable. These additional protection measures will reduce the likelihood of recreationalists stepping off of the existing trail and impacting the rare plant populations. While some digression from the trail could occur, the impacts are expected to be considerably less than impacts associated with reconstructing the trail to a 4-foot-wide Class IV road in this section. Monitoring any impacts will inform the extent to which, if any, rare plant mitigation measures should be implemented.

2.2.2 Modifications to the Amendment to the RTMP

The Azalea Hill Restoration project included amendments to Chapter 2 of the 2005 RTMP. Minor changes to the amendments are proposed under the revised Project. This section identifies the chapter and paragraph of the proposed additional changes. The associated additions are shown in underline text.

Page 2.13, Paragraph 2 of the RTMP Amendment, Changes to the Old Road and Trail System

“Noteworthy changes include the removal of redundant or unused roads in the vicinity of Peters Dam. Some other roads will be converted to Class IV, or small vehicle roads, to minimize erosion while still providing route connectivity. These include Grassy Slope Rd., Old Vee Rd., Lower Rocky Ridge, the southern portion of Concrete Pipe Rd., Lower Eldridge Grade, and Liberty Gulch Rd. A few roads will be converted to trails. Azalea Hill Rd. will be converted to a trail, mainly to keep cyclists from continuing beyond the road and down onto the trail, or worse, creating new trails that damage the environment and stress limited enforcement resources. A noteworthy area of decommissioning is in the Upper Berry-Lagoon Road area, primarily because of environmentally sensitive habitat concerns (serpentine soils), erosion and route redundancy that results in considerable search and rescue efforts. Most of the adoptions are on the periphery of the watershed and serve as established connectors to the near-by cities and towns. The decommissioning of Bald Hill Road and the end of Worn Springs Road, totaling approximately 0.15 miles, will be replaced with a new trail rerouted to a more stable location. Only one non-system road was adopted, Liberty Gulch Road, to improve connectivity for all users between the lakes area and the Pine Mountain area. A 288-foot section of Liberty Gulch Road is 24 to 18 inches wide and will not be open to patrol ATVs or trucks. Liberty Gulch Road, including this 288-foot segment, maintains multi-use for hikers, bicyclists, and equestrians, with modifications to protect sensitive resources and to ensure safety.”

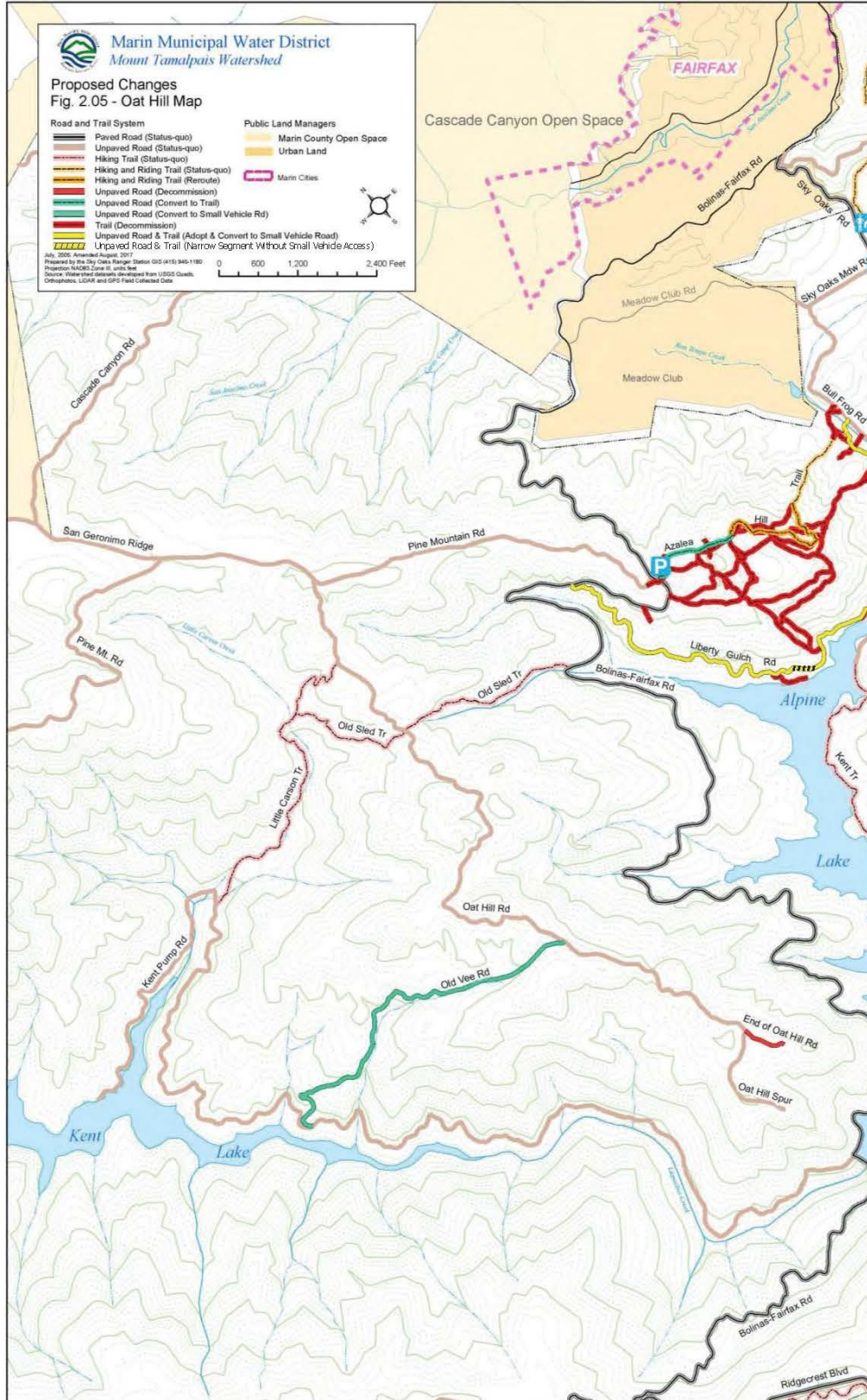
Page 2.17, Table 2.4 of the RTMP Amendment, Non-System Routes to Become System – Adoptions

Add to Table 2.4 the following line modifications:

Name of Route	Existing Class Road or Trail	1 st Level Action: System or Non-System	2 nd Level Action: Convert, Decom, Reroute, or Adopt	Criteria for Decision				Comments
				Water Quality	Redundant	Habitat	Cost	
Liberty Gulch Rd	Road		Adopt 9,978 feet	X				Important connector, improve drainage, <u>Note that 288 feet will remain at current width, not to be used by truck or small ATV. Multi-recreational uses are</u>

2 DESCRIPTION OF THE REVISED PROJECT

Page 2.23, Figure 2.05 – Oat Hill Map



2.3 Stream Crossing Improvements

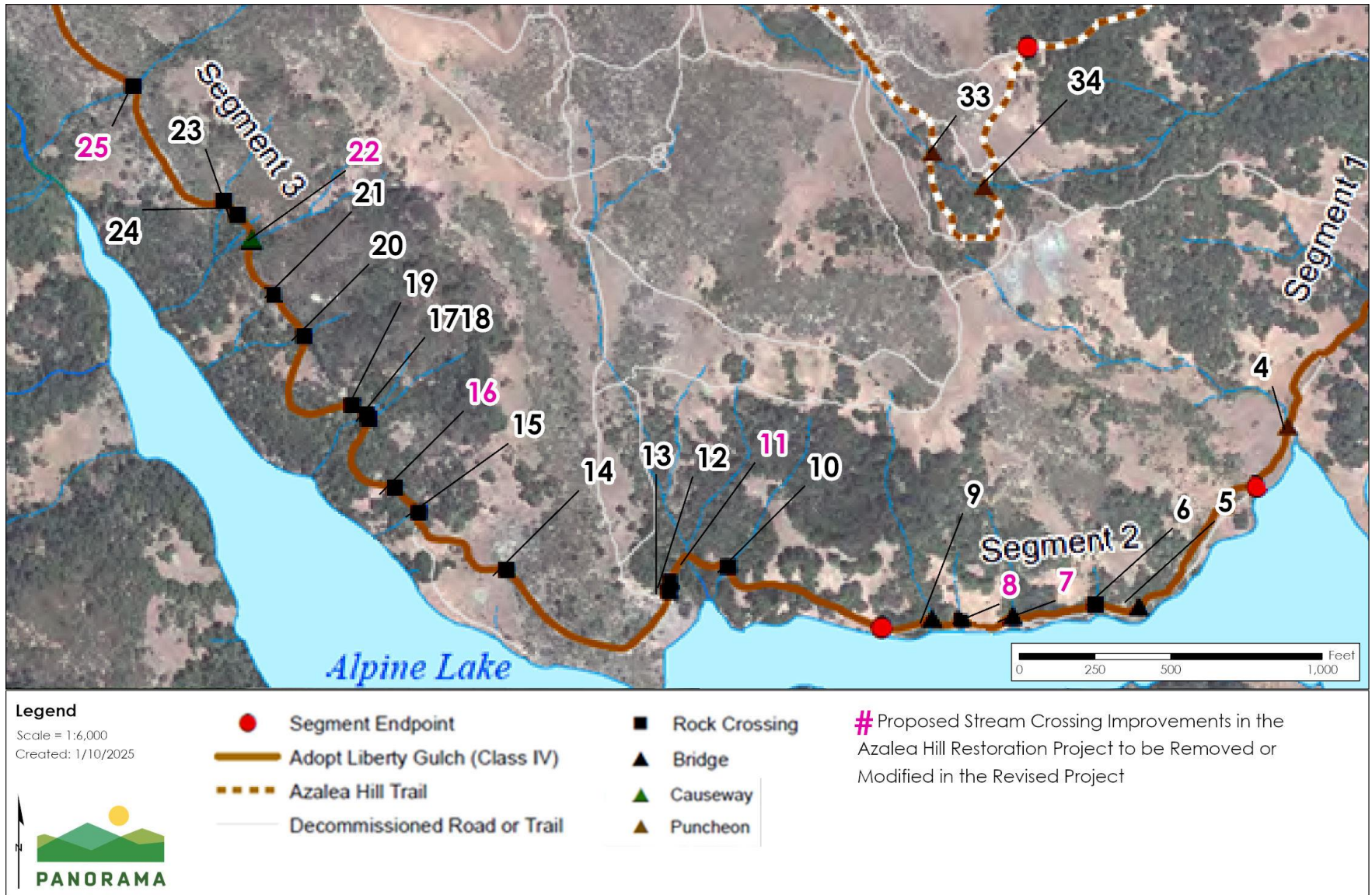
The Azalea Hill Restoration project included 34 stream crossing improvements. Six of these crossing improvements were determined not needed or need less work after field evaluation, which is in line with the District’s stated approach in the Project of being “light on the land” in order to minimize effects to other sensitive resources, including rare plants. The crossings that are removed or modified as part of the revised Project are summarized below and shown in

Figure 3. Each of the modifications or removals were assessed by the District to ensure that the changes would still provide adequate erosion and sedimentation control.

Table 2 Stream Crossing Changes in the Revised Project

Site	Crossing Type	Initially Proposed Action	Reason for Removal or Modification of Action
7	Bridge	Construct a 20-foot bridge above creek	No bridge construction due to presence of rare plants but some armoring to be installed avoiding the plants and to provide adequate water quality protection. This crossing is within the section of Liberty Gulch Road to be left at current conditions and width.
8	Armor	Construct an armored wet crossing with 6 to 12-inch rock	To retain existing hydrologic function as well as water quality, while avoiding impacts to rare plants precisely hand-place two to three 12" rocks into the stream crossing.
11	Culvert	Slip-line culvert and add trash rack	The culvert is functioning and clean, therefore, no work is needed.
16	Armor	Construct armored wet crossing (5 cubic yards of 1-foot to 2-foot rock), treat approach, pull culvert	The culvert is functioning and clean, therefore, no work is needed.
22	Causeway	Raised boardwalk setback from fill slope edge (50 feet long x 4 feet wide).	No associated road widening is needed in this section of road; therefore, the causeway is not needed to keep users out of the stream. Rolling dips and drainage outlets would be added to adequately protect water quality.
25	Armor	Armored crossing, 50 cubic yards rock over 450 square feet (1-foot to 2-foot ft rock). Pull unstable fill, remove culvert. Treat 400 feet of approach	Leave culvert in place and armor instead of pulling culvert to avoid impacts to rare plants, while maintaining hydrology.

Figure 3 Locations of Stream Crossing Improvement Changes for the Revised Project



3 Evaluation

3.1 Aesthetics

3.1.1 Liberty Gulch Road

The Azalea Hill Restoration project IS/MND analysis concluded less than significant impacts on scenic vistas and visual character and quality from implementation of the Project. The analysis determined that views of the Project (e.g., widened trails) would primarily be obscured by vegetation and natural features. Implementation of the Project was in fact anticipated to improve the larger scenic vista that includes Azalea Hill because it would decommission and restore several of the casual trails that have been created over the years by users.

As the existing Liberty Gulch Road would be maintained, the Project's construction intensity and duration at this section would be less than what was analyzed in the Azalea Hill Restoration project IS/MND, thus reducing temporary visual impacts associated with the work. The implementation of the additional measures including installation of signage would require similar equipment to the equipment previously analyzed in the Azalea Hill Restoration project IS/MND. No new or more severe visual impacts from construction would occur.

During operations, this section of the road would be aesthetically different than what was analyzed in the Azalea Hill Restoration project IS/MND due to the reduced trail width and presence of signage. The signage would be similar to other signage found on the road and thus visually consistent. The revised Project would result in less than significant visual impacts and the revised Project would not result in new or substantially more severe impacts to aesthetics than those analyzed in the Azalea Hill Restoration project IS/MND.

3.1.2 Stream Crossing Improvements

The revised Project includes modifications to or not implementing six stream crossings as described in the IS/MND. Modifications would include using less armoring to avoid rare plants on some crossings, not building a bridge and using armoring instead, and not building a causeway. No changes to visual resource impact as described in the IS/MND would occur. All modifications to stream crossings would take an even more minimal approach than was proposed in the IS/MND and thus would introduce less man-made disturbance that could impact visual character. The revised Project would result in less than significant visual impacts and the revised Project would not result in new or substantially more severe impacts to aesthetics than those analyzed in the Azalea Hill Restoration project IS/MND.

3.2 Agriculture and Forestry Resources

Analysis in the Azalea Hill Restoration project IS/MND concluded that no impacts to agriculture and forestry resources would occur from implementation of the Project. Azalea Hill and the surrounding lands are designated as Other Land by the Marin County Important Farmland map compiled and published by the California Department of Conservation, Farmland Mapping and Monitoring Program. None of the lands adjacent to the Project are currently in agricultural production. The Project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.

Under the revised Project, no changes to conditions would occur that could result in a conversion of land to a different use. The revised Project would not result in new or substantially more severe significant impacts on agriculture or forestry resources than those analyzed in the Azalea Hill Restoration project IS/MND.

3.3 Air Quality

Analysis in the Azalea Hill Restoration project IS/MND determined the Project would not violate an air quality standard nor contribute to an existing or projected air quality violation with implementation of Mitigation Measure AIR-1 to reduce fugitive dust emissions.

Air quality impacts would be similar or less than what was analyzed in the Project's IS/MND. Construction intensity and duration under the revised Project would be reduced since the 288-foot section would not be widened, and a bridge and a causeway would not be constructed at stream crossings 7 and 22. Consistent with the Project's IS/MND, the District, under the revised Project, would still be required to implement Mitigation Measure AIR-1 to reduce fugitive dust impacts during construction. With the implementation of Mitigation Measure AIR-1, air quality impacts from the revised Project would remain less than significant. Therefore, the revised Project would not result in new or substantially more severe impacts to air quality from criteria air pollutants than those analyzed in the IS/MND.

3.4 Biological Resources

3.4.1 IS/MND Summary

Analysis in the Azalea Hill Restoration project IS/MND determined that the Project could potentially result in significant impacts on special status species, riparian habitat or sensitive natural communities, and local polices or ordinances protecting biological resources. All other impacts were determined to be less than significant.

3.4.2 Special-Status Plants

Liberty Gulch Road

Analysis in the IS/MND determined that the Project could potentially result in significant impacts to special status plant species. As summarized in Table 4-1 of the IS/MND, 18 special-status plant species have been documented within or adjacent to the study area, while an additional 28 special-status plant species have potential to occur based on the presence of suitable habitat and known occurrences in the region. While many of the occurring and potentially occurring special-status plant species are associated with serpentine habitats (see Appendix D of the IS/MND), nearly all of the onsite habitats, serpentine and non-serpentine alike, are relatively undisturbed and support relatively high percentages of native plant species, and thus have potential to support special-status plant taxa known from the vicinity. The restoration of trails to be decommissioned could result in short-term impacts to the other special-status plants documented on or potentially occurring on the Project site, in the absence of avoidance measures. Other Project actions (e.g., improving existing trails, trail reroutes, conversion of non-system trail to official trails, bridge construction) could result in the loss of these special-status plants.

The Project's IS/MND included the following mitigation measures from the RTMP Final EIR (FEIR): 3.1-B.14, 3.1-B.17, 3.1-B.20, 3.1-B.21, 3.1-B.22, 3.1-B.23, 3.1-B.24, 3.1-B.26, 3.2-A.1, 3.2-A.2, 3.2-A.3, 3.2-B.1, 3.2-B.2, 3.2-B.3, 3.2-B.4, 3.2-B.5, 3.2-C.1, 3.2-D.1, 3.2-D.2, and 3.2-D.3. The IS/MND also included Mitigation Measures BIO-1 and BIO-2, which would reduce potential impacts to special-status plant species not fully addressed by the RTMP FEIR, to a less than significant level. Mitigation Measure BIO-1 requires the District to commission or conduct protocol-level surveys for special-status plant species prior to the commencement of construction activities and Mitigation Measure BIO-2 outlines avoidance and minimization procedures to protect special-status plant species from incidental harm due to construction equipment and spread of weeds. With the implementation of Mitigation Measures BIO-1 and BIO-2, as well as mitigation measures in the RTMP FEIR, impacts to special-status plants species were determined to be less than significant.

The revised Project is limited to the 288-foot section along the Liberty Gulch Road, from stream crossing site 7 to 9 (shown in Figure 1). This section is surrounded by numerous rare plants, including extensive Mt. Tamalpais lessengia and Tiburon buckwheat. This section of road is narrow (from 18 to 24 inches in width), and sloped, with little room to expand the road and with rare plants flanking the existing trail. The Project's IS/MND included Mitigation Measure 3.2-B.2 from the RTMP FEIR that requires avoidance of rare plants, and if avoidance is not practicable, development of a rare plant mitigation and monitoring plan. Per the measure, "The rare plant mitigation and monitoring plan shall maintain pre-Project rare plant populations by replacing all affected rare plants via seeding or transplanting (relocating). The success criteria for seeded and relocated plants shall be full replacement at a 1:1 ratio [number of plants established = number of plants impacted] after five years, accounting for annual variability as measured by reference populations near the Project area or in similar environmental (soil, aspect, elevation, etc.) conditions."

Given the density and rare plant species found around the 288-foot section of the Liberty Gulch Road segment, the District botanist has determined that while it is feasible to widen the road and mitigate for impacts to the rare plants, a less impactful approach would be to leave the road at its current width. The District's botanist recommended not improving nor widening the 288-foot section, and to instead implement measure to minimize potential impacts to the rare plant populations, while still allowing multi-use. The revised Project would further reduce potential impacts to special-status plant species at this road section compared to what was analyzed in the Project's IS/MND. The revised Project would still implement Mitigation Measures BIO-1 and BIO-2, as well as mitigation measures in the RTMP FEIR, to reduce potential impacts to special-status plant species. Since the road would not be widened, extra precautions including signage requiring users to wait for recreationalists in the opposite direction to pass before passing, imposing a 5 mph speed for bicycles and equestrian users, warning users not to step off the road, and providing other public outreach to educate the public about special precautions applicable to this section of road would minimize the likelihood of users traveling off trail and trampling rare plants. The area would also be monitored annually to determine if the rare plant populations are being impacted and if impacts from trampling are seen, Mitigation Measure 3.2-B.2 requiring replacement would be implemented. The number of plants that could be impacted and mitigated for would still be expected to be considerably less than would be impacted and mitigated for under the currently approved Project where the trail can be widened to 4 feet in this section. The revised Project would not result in a new or substantially more severe significant impact to special-status plant species than those analyzed in the Azalea Hill Restoration project IS/MND.

Stream Crossing Improvements

The stream crossing improvements would utilize a minimal approach, which would also reduce impacts to rare plants by avoiding disturbance of rare plants instead of mitigating for their loss. The six modified crossing locations are in locations that have been found to not need additional erosion control or are expected to still accomplish the appropriate erosion and sedimentation control with less ground impacts, based on existing conditions. The revised Project would not result in a new or substantially more severe significant impact to special-status plant species than those analyzed in the Azalea Hill Restoration project IS/MND.

3.4.3 Special-Status Wildlife

Liberty Gulch Road

Analysis in the Azalea Hill Restoration project IS/MND determined that the Project could potentially result in significant impacts to special status wildlife species. As summarized in the IS/MND, 35 special-status wildlife species have the potential to occur on the Project site. The locations of documented occurrences of special status wildlife species relative to the Project site are shown in Figure 8 in the Azalea Hill Restoration project IS/MND.

While the Project would improve habitat quality in the long-term (through trail decommissioning), construction activities may result in significant impacts due to the presence of construction equipment and widening the road into undisturbed areas. To reduce potential

impacts to special-status wildlife species, the IS/MND identified the following mitigation measures that would be applicable from the RTMP FEIR: 3.1-B.14, 3.1-B.16, 3.1-B.17, 3.1-B.18, 3.3-C.1, 3.3-C-2, 3.3-C-3, 3.3-D.1, 3.3-D.2, 3.3-D.3, 3.3-D.1, 3.3-D.4, and 3.3-F.1. The Project's IS/MND also includes Mitigation Measures BIO-3 through BIO-10 to reduce potential impacts to the following species: California red legged frog, yellow legged frog, California giant salamander, western pond turtle, nesting birds, roosting bats, and American badger. With the implementation of Mitigation Measures BIO-3 through BIO-10, as well as mitigation measures in the RTMP FEIR, impacts to special-status wildlife species were determined to be less than significant.

While the purpose of the revised Project is to further reduce impacts to special-status plants along the 288-foot-long segment, leaving this area at its current width may also reduce impacts to special-status wildlife species and their habitats compared with the impacts analyzed in the Project's IS/MND. Impacts would be reduced as the revised Project would not require use of heavy equipment and ground disturbance along the 288-foot-section that could temporarily impact wildlife. Some construction activities would be needed to place speed control features and signage. The revised Project would still be required to implement Mitigation Measures BIO-3 through BIO-10, as well as mitigation measures in the RTMP FEIR, to reduce potential impacts to special-status wildlife species (e.g., nesting birds). Impacts would be less than significant with mitigation incorporated. The revised Project would not result in a new or substantially more severe significant impact to special-status wildlife species than those analyzed in the IS/MND.

Stream Crossing Improvements

The modifications to a more minimal approach for the six stream crossings would not result in any greater impacts to wildlife species from the revised Project. Terrestrial wildlife would experience less impacts from reduced construction, particularly by avoidance of a bridge crossing at stream crossing 7 and a causeway at stream crossing 22. Impacts to aquatic wildlife is not expected to be different than analyzed in the IS/MND since the revised Project includes either not implementing additional in-stream features, or reducing the effect of the in-stream features (e.g., armoring instead of installing a bridge in the crossing). A primary purpose of the Project and the RTMP is to reduce sedimentation to creeks and reservoirs. The IS/MND notes that the Project, as proposed, saves 4,380 cubic yards of sediment over 20 years from entering Alpine Lake by decommissioning and restoring to natural conditions along 4.4 miles of non-system roads. Even with the modifications in the revised Project, net benefits to fisheries would result. No greater or new significant impacts than were already addressed in the IS/MND are anticipated from the revised Project.

3.4.4 Riparian Habitat or Other Sensitive Natural Community

Liberty Gulch Road

Analysis in the Azalea Hill Restoration Project IS/MND determined that the Project could potentially result in significant impacts to sensitive natural communities. The Project area encompasses a number of sensitive plant communities (see Appendix B of the Azalea Hill

Restoration project IS/MND). Three plant communities are within the Project area that are designated as Rare and Threatened by the California Department of Fish and Wildlife, including Serpentine Bunchgrass, Purple Needle Grass Grassland, and Mt. Tamalpais Manzanita Chaparral. Potential impacts to sensitive natural communities could also occur due to the spread of weeds. Construction equipment or trail users could transport seeds of invasive plant species to the site, or areas incidentally disturbed during construction could be colonized by invasive plant species. Impacts to sensitive plant communities were found to be potentially significant in the IS/MND.

To reduce potential impacts to sensitive natural communities, the Project's IS/MND requires the implementation of the following mitigation measures from the RTMP FEIR: Measures 3.1-B.14, 3.1-B.16, 3.1-B.17, 3.1-B.18, 3.2-E.1, 3.2-F.1, 3.2-I.1, 3.2-I.2, and 3.2-I.3. The IS/MND also includes Mitigation Measures BIO-11, BIO-12, and BIO-13 to reduce potential impacts to sensitive natural communities. Mitigation Measure BIO-11 requires the District to prioritize the protection of native vegetation where trails would be rerouted or where activities would occur outside of existing trails. Mitigation Measure BIO-12 requires the restoration and revegetation of all areas temporarily disturbed during Project construction. Mitigation Measure BIO-13 requires all decommissioned trails to be monitored by a qualified botanist annually for a period of five years. With the implementation of Mitigation Measures BIO-11, BIO-12, and BIO-13, as well as mitigation measures in the RTMP FEIR, impacts to sensitive natural communities were determined to be less than significant.

While the purpose of the revised Project is to further reduce impacts to special-status plants along the 288-foot-long section, leaving this area at its current width may also reduce impacts to sensitive natural communities (serpentine bunchgrass) and their habitats compared with the impacts analyzed in the Project's IS/MND because it would result in less direct disturbance to the communities by not widening the road. The District, under the revised Project, would still be required to implement Mitigation Measures BIO-11, BIO-12, and BIO-13, as well as mitigation measures in the RTMP FEIR, to reduce potential impacts to sensitive natural communities. Impacts would be less than significant with mitigation incorporated. The revised Project would not result in a new or substantially more severe significant impact to sensitive natural communities than those analyzed in the IS/MND.

Stream Crossing Improvements

The IS/MND identified that the 34 stream crossings would impact 308 linear feet and 665 square feet of stream channels. The modifications to a more minimal approach for the six stream crossings would not result in any greater impacts to riparian habitat from the revised Project.

The stream crossing sites are generally unvegetated and the stream crossing improvements would serve to remedy existing erosion problems and prevent future erosion problems. Each crossing improvement would include native revegetation, erosion control, and native seeding to stabilize adjacent slopes and establish a functional native riparian corridor, as required by the RTMP FEIR. Where stream crossing improvements would not be implemented as initially proposed, it is based on current and predicted adequate function of the crossing. A primary

purpose of the Project and the RTMP is to reduce sedimentation to creeks and reservoirs. The IS/MND notes that the Project, as proposed, saves 4,380 cubic yards of sediment over 20 years from entering Alpine Lake by decommissioning and restoring to natural conditions 4.4 miles of non-system roads. Even with the modifications in the revised Project, net benefits of reduced erosion and stream sedimentation would result with overall benefits to riparian corridors. No greater or new significant impacts than were already addressed in the IS/MND are anticipated from the revised Project.

3.4.5 Conflict with Local Policies or Ordinances Protecting Biological Resources

Analysis in the Azalea Hill Restoration project IS/MND determined that the Project could potentially result in significant impacts due to a conflict with a local policy or ordinance established to protect biological resources. Specifically, the RTMP would result in the removal of twenty-six trees, as shown in Table 4-3 in the IS/MND, which may conflict with a local ordinance intended to protect heritage trees. Although the District is exempt from local ordinances, the removal of trees may be considered a significant impact. The IS/MND includes Mitigation Measures BIO-10, BIO-11, and BIO-12, which requires the District to avoid impacts to existing vegetation and trees to the extent practicable, replace trees removed that are greater than 8-inch diameter at breast height (DBH), and conduct five-years of monitoring and adaptive management to ensure revegetation. Impacts were determined to be less than significant with mitigation incorporated.

Mitigation Measures BIO-10, BIO-11, and BIO-12 would still be required under the revised Project to reduce potential impacts to trees and vegetation. Overall, the revised Project would result in less impacts to biological resources than what was analyzed in the IS/MND as the adjacent hillside would not be disturbed through road widening due to the presence of protected special-status plant species. The revised Project does not require the removal of additional trees beyond those identified in the IS/MND. Impacts would be less than significant with mitigation incorporated. The revised Project would not result in a new or substantially more severe significant impact due to a conflict with a local tree protection ordinance than those analyzed in the IS/MND.

3.5 Cultural Resources

Analysis in the IS/MND determined that the Project could potentially result in significant impacts on archaeological resources and human remains. The IS/MND concluded that the District's implementation of Mitigation Measures ARC-1 and ARC-2 would reduce impacts to less than significant. Implementation of Mitigation Measure ARC-1 would reduce impacts on any previously unrecorded and buried archaeological resources to less than significant levels by requiring the District and its contractors to adhere to appropriate procedures and protocols for minimizing such impacts in the event that a possible archaeological resource is discovered during construction. Mitigation Measure ARC-2 would be implemented during Project construction to minimize potential impacts on any buried human remains and associated or unassociated funerary objects that may be accidentally discovered during construction activities

to less than significant levels by requiring the District to adhere to appropriate excavation, removal, recordation, analysis, custodianship, and final disposition protocols.

The revised Project would result in less impacts to cultural resources than was analyzed in the IS/MND, as lesser area would be disturbed since the 288-foot section would not be widened to 4 feet and six of the stream crossings would be modified for a more minimal approach. The District, under the revised Project, would continue to be required to implement Mitigation Measures ARC-1 and ARC-2 to reduce potential impacts to cultural resources. Impacts would be less than significant with mitigation incorporated. The revised Project would not result in a new or substantially more severe significant impact related to cultural resources than those analyzed in the IS/MND.

3.6 Energy

The IS/MND did not include an analysis for potential impacts to energy. The changes associated with the revised Project would not create an additional demand for energy in California or substantially affect supply. The revised Project would require similar or less than the anticipated energy as the Project as proposed, since the 288-foot section would not be widened and six stream crossings would be modified for a more minimal approach. The revised Project would also not change the conditions that could result in an impact on energy related to a State or local plan because no State or local plans for renewable or energy efficiency apply to the RTMP. The revised Project would not result in new or substantially more severe significant impact related to energy.

3.7 Geology and Soils

3.7.1 Liberty Gulch Road

Analysis in the IS/MND concluded that impacts on geology and soil resources would be less than significant. The revised Project would not increase the previously identified management boundary of the adopted RTMP, nor would it allow additional management actions that were not analyzed under the IS/MND. The revised Project would reduce the disturbance area, as the 288-foot road section would not be widened, so potential impacts on geology and soil resources from loss of topsoil from erosion would be proportionately reduced during construction. The road would still function as a Class IV road, allowing multiple uses including equestrians and bicycles. The usage may increase, which can increase erosion, which was addressed in the IS/MND. While a segment of the road would be narrower, greater erosion than was identified in the IS/MND is not expected since the same type of impact would occur from user's footprints or bicycle wheels. The road would continue to be maintained as needed to minimize erosion. No greater impacts than were already addressed in the IS/MND are anticipated from the revised Project.

3.7.2 Stream Crossing Improvements

The modifications to a more minimal approach for the six stream crossings would not result in any greater impacts to geology and soils from the revised Project than was analyzed in the IS/MND. The reduced methods at six crossings would result in less construction than assessed in the IS/MND that could cause erosion and topsoil loss. The modifications are not expected to result in greater water sedimentation or erosion, as each site was evaluated by the District and found to either be adequate or that modified crossing improvement would not result in greater erosion and sedimentation from usage. A primary purpose of the Project and the RTMP is to reduce sedimentation to creeks and reservoirs. The IS/MND notes that the Project, as proposed saves 4,380 cubic yards of sediment over 20 years from entering Alpine Lake by decommissioning and restoring to natural conditions 4.4 miles of non-system roads. Even with the modifications in the revised Project, net benefits of reduced erosion would still result. No greater or new significant impacts than were already addressed in the IS/MND are anticipated from the revised Project.

3.8 Greenhouse Gas Emissions

Analysis in the IS/MND concluded impacts on greenhouse gas emissions (GHG) would be less than significant. The Project would generate GHG emissions from temporary construction-related activities, including from mobile equipment, site preparation, and excavation. The revised Project would result in similar or lessened GHG emissions than where analyzed in the adopted IS/MND, as construction intensity and duration would be reduced since the 288-foot section would not be widened and six of the stream crossings would be modified for a more minimal approach. Given that the Project activities would be temporary in nature and would occur intermittently over the construction time-frame, impacts would be less than significant. The revised Project would not result in new or substantially more severe impacts to GHG emissions than those analyzed in the IS/MND.

3.9 Hazards and Hazardous Materials

3.9.1 Hazardous Materials

Analysis in the IS/MND concluded that implementation of the Project could potentially result in significant impacts due to the routine transport, use, or disposal of hazardous materials and accidental release of hazardous materials into the environment. Within the Azalea Hill Restoration project area are serpentine soils, which, when disturbed, could release naturally occurring asbestos, which is a carcinogen, into the immediate atmosphere. Serpentine substrates in the Project area are concentrated along the central, mostly convex slopes, as well at the western edge. Accidental release of asbestos fibers into the localized atmosphere could result in a significant impact. Impacts may occur to groundwater and soils from chemicals used during construction activities. Implementation of Mitigation Measures HAZ-1 and HAZ-2, along with the District's existing practices and OSHA's existing regulations, would reduce any risk to the

public or environment through the routine transport, use, or disposal of hazardous materials or foreseeable release of hazardous materials, to a less than significant level.

Under the revised Project, no changes to conditions would occur that could increase an impact on hazardous materials. The 288-foot section is along serpentine soils and thus not widening the road would reduce impacts. The District, under the revised Project, would continue to be required to implement Mitigation Measures HAZ-1 and HAZ-2, along with the District's existing practices and OSHA's existing regulations, to reduce any risk to the public or environment through the routine transport, use, or disposal of hazardous materials or foreseeable release of hazardous materials. Impacts would be less than significant with mitigation incorporated. The revised Project would not result in new or substantially more severe impacts to hazardous materials than those analyzed in the IS/MND.

3.9.2 Wildland Fires

Analysis in the IS/MND determined that implementation of the Project could potentially result in significant impacts due to wildland fires. The Project area is generally classified as having a "high" fire risk by the County of Marin (2013b), which could expose people or structures to a significant risk of loss, injury, or death involving wildland fires. The IS/MND concluded that implementation of Mitigation Measure HAZ-3, which requires checking weather and limiting equipment use under certain conditions, avoiding work on red flag warning days, having appropriate fire-fighting equipment on hand during work, and training workers on fire safe practices, which would reduce potential impacts to less than significant.

Under the revised Project, no changes to conditions would occur that would increase the risk of wildland fires. The District, under the revised Project, would continue to be required to implement Mitigation Measure HAZ-3 to reduce the risk of wildland fires during construction. Impacts would be less than significant with mitigation incorporated. The revised Project would not result in new or substantially more severe impacts than those analyzed in the IS/MND.

3.10 Hydrology and Water Quality

3.10.1 Liberty Gulch Road

Analysis in the IS/MND concluded that implementation of the Project would result in less than significant impacts to hydrology and water quality during construction and operation of the Project.

During construction, water quality could be affected by erosion from grading and earthmoving operations, a release of fuels or other chemicals used during construction, or a release of materials generated during demolition and construction. Grading and earthmoving would expose soil during construction and could result in erosion, with excess sediments carried in stormwater runoff to adjacent drainages. Stormwater runoff from temporary on-site use and storage of vehicles, fuels, wastes, and building materials could also carry pollutants into the

combined sewer system if these materials were improperly handled. To address stormwater runoff, the Project would implement a Stormwater Pollution Prevention Plan (SWPPP) which includes best management practices (BMPs) to ensure stormwater leaving the construction site is in compliance with water quality standards.

Under the revised Project, no changes to conditions would occur that could result in an impact on hydrology and water quality related to the alteration of an existing drainage pattern, including substantially increasing the rate or amount of surface runoff resulting in flooding, exceeding the capacity of existing or planned stormwater drainage systems, or impede or redirect flows. The revised Project would not result in new or substantially more severe significant impacts to hydrology and water quality related to the alteration of an existing drainage pattern than those analyzed in the IS/MND. The revised Project would reduce the disturbance area as the 288-foot section would not be widened. As such, the potential for erosion and stormwater runoff during construction would be proportionately reduced. The District, under the revised Project, would still be required to implement a SWPPP, as well as the mitigation measures from the RTMP FEIR (Mitigation Measures 3.1-B.1, 3.1-B.4, 3.1-B.5, 3.1-B.6, 3.1-B.8, 3.1-B.9, 3.1-B.11, 3.1-B.12, and 3.2-H.9) to reduce impacts to water quality. With the implementation of a SWPPP and mitigation measures from the RTMP FEIR, impacts during construction would remain less than significant.

3.10.2 Stream Crossing Improvements

The IS/MND identified that the 34 stream crossings would impact 308 linear feet and 665 square feet of stream channels. The modifications to a more minimal approach for the six stream crossings would not result in any greater impacts to surface water hydrology from the revised Project.

The stream crossing sites are generally unvegetated and the stream crossing improvements would serve to remedy existing erosion problems and prevent future erosion problems. Each crossing improvement would include native revegetation, erosion control, and native seeding to stabilize adjacent slopes and establish a functional native riparian corridor, as required by the RTMP FEIR. Where stream crossing improvements would not be implemented as initially proposed, it is based on current and predicted adequate hydrologic function of the crossing. The following table summarizes why each crossing would not result in greater hydrologic impacts.

Site	Crossing Type	Initially Proposed	Revised Project	Hydrologic Impact Difference
7	Bridge	Construct a 20-foot bridge above creek	No bridge but some armoring that avoids rare plants.	This crossing is within the section of Liberty Gulch Road to be left at current conditions and width. The armoring is adequate to protect the stream crossing the trail, given the trail will not be widened into a 4-foot road here.

8	Armor	Construct an armored wet crossing with 6 to 12-inch rock	Hand-place two to three 12" rocks	This crossing is within the section of Liberty Gulch Road to be left at current conditions and width. The modified and reduced protection is adequate given the trail will not be widened to 4-foot road here.
11	Culvert	Slip-line culvert and add trash rack	No work	The culvert is functioning and clean, therefore, no work is needed and no new impacts to hydrology would occur
16	Armor	Construct armored wet crossing (5 cubic yards of 1-foot to 2-foot rock), treat approach, pull culvert	No work	The culvert is functioning and clean, therefore, no work is needed and no new impact to hydrology would occur.
22	Causeway	Raised boardwalk setback from fill slope edge (50 feet long x 4 feet wide).	No causeway	No associated road widening is needed in this section of road; therefore, the causeway is not needed to keep users out of the stream. Rolling dips and drainage outlets would be added to adequately protect water quality.
25	Armor	Armored crossing, 50 cubic yards rock over 450 square feet (1-foot to 2-foot ft rock). Pull unstable fill, remove culvert. Treat 400 feet of approach.	Leave culvert in place and armor instead of pulling the culvert	The culvert is functioning adequately, with some additional armoring. No new impacts to hydrology would occur from modifying this stream crossing to a more minimal approach.

The primary purpose of the RTMP is to reduce sedimentation to creeks and reservoirs, which would result in long term beneficial impact to hydrology and water quality. Overall, the Project would save an estimated 4,380 cubic yards of sediment over 20 years from entering Alpine Lake by decommissioning and restoring 4.4 miles of non-system roads and trails. The revised Project is not anticipated to significantly alter the estimated sediment retention over the life of the Project even with modified stream crossings. The revised Project would not contribute runoff that would exceed the capacity of existing drainage systems or result in additional sources of polluted runoff. Impacts on hydrology and water quality would be less than significant. Therefore, the revised Project would not result in new or substantially more severe significant impact related to hydrology and water quality than those analyzed in the IS/MND.

3.11 Land Use and Planning

Analysis in the IS/MND concluded that implementation of the Project would result in no impacts on land use and planning. Under the revised Project, no changes to conditions that could result in an impact on land use and planning would occur. The revised Project would not

result in new or substantially more severe significant impacts on land use and planning than those analyzed in the IS/MND.

3.12 Mineral Resources

Analysis in the IS/MND concluded that implementation of the Project would result in no impacts to mineral resources. Similar to the adopted Project, the revised Project would not involve any activities that would permanently impede mineral recovery. The revised Project would not result in new or substantially more severe significant impacts on mineral resources than those analyzed in the IS/MND.

3.13 Noise

Analysis in the IS/MND concluded that implementation of the Project would result in less than significant impacts related to noise and vibration. Most of the work to implement the revised Project would be accomplished with manual labor and hand tools. The use of small tools would be used to install the signage. However, construction activities for the revised Project would not result in noise impacts to sensitive receptors as the area is isolated and far from receptors. The District, under the revised Project, would still be required to adhere to Section 6.70.030(5) of the Marin County Municipal Code, which establishes limitations on the hours of construction as a means of ensuring a minimum of noise generation associated with construction activities. All work for the revised Project would take place between the following allowed work hours: Monday through Friday (7 am to 6 pm), Saturday (9 am to 5 p), and prohibited on Sundays and holidays. The noise level at the 288-foot road section is expected to be similar or less than the noise analyzed in the IS/MND, as construction intensity and duration would be reduced. The reduced stream crossing work would result in less noise as a bridge and causeway would not be constructed under the revised Project. Following completion of Project construction the noise generated by users would be similar to that described in the IS/MND, which was found to have no impact. The revised Project would not result in new or substantially more severe impacts to noise than those analyzed in the IS/MND.

3.14 Population and Housing

Analysis in the IS/MND concluded that implementation of the Project would result in no impacts to population and housing. Similar to the adopted RTMP, the revised Project would not introduce elements that would allow for the addition of homes or businesses, or the infrastructure needed to induce population growth. The revised Project would also not involve the replacement or removal of existing housing and would not result in the displacement of people. Because the revised Project would not change the conditions that could result in an impact on population and housing, the revised Project would not result in new or substantially more severe significant impact related to population and housing than those analyzed in the IS/MND.

3.15 Public Services

Analysis in the IS/MND concluded that implementation of the Project would result in no impacts to public services. The revised Project would not require the provision of new or physically altered public facilities. No impacts would occur to public services from the implementation of the revised Project. The revised Project would not result in new or substantially more severe significant impact related to police service ratios, schools, or other public facilities than those analyzed in the IS/MND.

3.16 Recreation

3.16.1 IS/MND Summary

Analysis in the IS/MND determined that implementation of the Project could result in significant impacts on recreation during operations. Specifically, the Project could attract more visitors to the Project area, which could potentially degrade existing recreational facilities that are composed of system roads, trails, and parking lots. The IS/MND includes mitigation measures to reduce the potential impact to less than significant. Mitigation Measure BIO-10 would track and control potential user impacts on District facilities through the implementation of edge-of-trail treatments, trail surface hardening, seasonal closures, monitoring, and enforcement. Mitigation Measure REC-1 includes the installation of interpretive signage (kiosk, etc.) that explains and illustrates the sensitive plants and communities on Azalea Hill, encourages their avoidance and protection, and identifies the importance of staying on system trails. Mitigation Measure REC-2 includes a survey to identify adaptive management actions to treat any deterioration in trail and road segments and parking lots serving the Project area. Mitigation Measure REC-3 includes the installation of speed calming features (e.g. signs, changes in elevation such as earthen speed bumps, lane narrowing, diagonal diverters using local logs or rocks, etc.) on Liberty Gulch Road to reduce the downhill speed of bicyclists. Mitigation Measure REC-4 requires the District to conduct focused patrols at Azalea Hill, similar to those it conducts for Project Restore, and document its patrol and enforcement activity in the Azalea Hill area and prepare a report on its findings after five years. The number of focused patrols shall be determined based on the illegal activity discovered or reported (the schedule of such patrols need to remain confidential). Findings of illegal activity, including failure to abide by permitted use on a route, failure to comply with speed limits, including when passing, and failure to keep out of closed areas, shall trigger corrective actions as described in Mitigation Measure BIO-10. These efforts shall continue until the desired outcome, compliance with District regulations preventing illegal activities, is achieved. With the implementation of Mitigation Measures BIO-10, REC-1, REC-2, and REC-3, and REC-4 would reduce the potential for substantial physical deterioration of existing recreational facilities to a less than significant level.

3.16.2 Liberty Gulch Road

Similar to the IS/MND, the District would continue to be required to implement Mitigation Measures BIO-10, REC-1, REC-2, and REC-3, and REC-4 under the revised Project to reduce the potential for substantial physical deterioration of existing recreational facilities. The revised Project does not alter the proposed road routes or uses. The main difference to the road and trail network is that a 288-foot-long section of Liberty Gulch Road would not be widened. The Class IV road designation would be maintained along this segment to allow for multiple uses, including bicycles, hiking, and equestrian uses, to maintain multi-use connectivity from Fairfax-Bolinas Road and the Pine Mt. area to Bullfrog Road and the Lakes area.

Due to the smaller width at this section, ATV patrols would not be allowed to ride through this area, would have to access the segment of the road from either end, and would have to patrol this 288-foot road section on foot. The narrowing of the road at the 288-foot section may also increase hazards to users, as there would be less space on the road to pass or maintain spacing. The revised Project would implement the following safety measures to reduce potential conflicts with users:

- Add a triangular yield sign with 5 mph limits at the ends of the 288-foot road section in addition to signage that indicates users a) must yield to others within the narrowed segment, allowing their full passage prior to proceeding b) must slow speeds on bicycles to 5 mph with walking of bicycles encouraged c) must strictly stay on the road.
- Place signage along the road warning users not to step off of the road and indicating the sensitive environmental area.
- Conduct outreach including updating maps and online notification of the modified use of the Class IV road for the 288-foot section.

With the implementation of the Project features described above as well as Mitigation Measures BIO-10, REC-1, REC-2, and REC-3, and REC-4 in the IS/MND, implementation of the revised Project would not substantially increase hazards along the 288-foot road section. The revised Project would not increase usage beyond what was analyzed in the IS/MND. Because the revised Project would not change the conditions that could result in an impact on recreation, the revised Project would not result in new or substantially more severe significant impact related to recreation than those analyzed in the IS/MND.

3.16.3 Stream Crossing Improvements

The modifications to a more minimal approach for the six stream crossings would not result in any greater impacts to recreation from the revised Project than was analyzed in the IS/MND. Minimizing stream crossing work would have no impact on recreational usage.

3.17 Transportation

Analysis in the IS/MND concluded that implementation of the Project would result in no impacts on transportation. Similar to the impacts analyzed in the IS/MND, the revised Project would decrease hazards to bicyclists that currently use Bolinas-Fairfax Road by redistributing bicyclists from the paved (bicycle/vehicle) route along Bolinas-Fairfax to Liberty Gulch Road. This redistribution will reduce the number of District vehicles and bicyclists traveling on Bolinas-Fairfax Road between the Sky Oaks Watershed turnoff and the parking lot at Azalea Hill and potential accidents. The reduction in the number of bicyclists along Bolinas-Fairfax Road between Sky Oaks Watershed turnoff and the parking lot at Azalea Hill is expected to reduce hazards associated with incompatible or competing uses between bicyclists and vehicles. Maintaining multiple uses as a Class IV roads along all of Liberty Gulch Road, including the unwidened section, should not impact the redistribution of bicyclists from Bolinas-Fairfax Road to Liberty Gulch Road analyzed in the IS/MND. The modifications to a more minimal approach for the six stream crossings would not result in any impacts to transportation. The IS/MND found that following construction, the maintenance of the Azalea Hill area would be changed from the current pattern in that 4.4 miles of non-system roads and trails would be decommissioned and visitors would most likely use the rerouted Azalea Hill Trail or the adopted and converted Liberty Gulch Road. The adoption and conversion of the Liberty Gulch Road, and the addition of improved trail marker signage, would improve ranger patrol and emergency response in the area. While patrol would not be able to access the 288-foot section nor connect all the way through Liberty Gulch Road, emergency access would still be improved as compared with existing conditions since 4.4 miles of non-system roads would be removed. The section that would not be accessible by ATV is in the middle third of the road. Access to areas just to the west of the road would take slightly longer as it would need to be accessed via Bolinas-Fairfax Road versus Bullfrog Road; however, the difference in response time would not be substantial given the distance difference is less than 1 mile. No new or greater impacts than were assessed in the IS/MND to transportation, including emergency response, are expected from the revised Project.

3.18 Tribal Cultural Resources

Analysis in the IS/MND concluded that implementation of the Project would result in less than significant impacts to cultural resources. Based on the results of the cultural resources investigation and consultation with local California Native American Tribes, no tribal cultural resources have been identified within the Project area. In the event that a tribal cultural resources or prehistoric archaeological resources are identified during construction, the Project would adhere to the measures and protocols described under Section 5, Cultural Resources. Specifically, Mitigation Measure ARC-1 that outlines procedures and protocols for the discovery of an archaeological resource and Mitigation Measure ARC-2 which outlines protocols for the discovery of buried human remains and associated or unassociated funerary during construction.

The revised Project would result in less potential impacts to tribal cultural resources than what was analyzed in the IS/MND as less area would be disturbed since the 288-foot section would not be widened and six stream crossings would be modified for a more minimal approach. The District, under the revised Project, would continue to be required to implement Mitigation Measures ARC-1 and ARC-2 to reduce potential impacts to tribal cultural resources. Impacts would be less than significant with mitigation incorporated. The revised Project would not result in a new or substantially more severe significant impact related to tribal cultural resources than those analyzed in the IS/MND.

3.19 Utilities and Service Systems

Analysis in the IS/MND concluded that implementation of the Project would result in no impacts to utilities and service systems. Similar to the adopted IS/MND, the revised Project does not include the construction of any structures or facilities that would require typical municipal services such as water, waste water collection and treatment, or storm water drainage systems. As such, implementation of the revised Project would have no impacts on utilities or service systems. Therefore, the revised Project would not result in new or substantially more severe significant impact related to utilities and service systems than those analyzed in the IS/MND.

3.20 Wildfire

The IS/MND did not include a section specifically for wildfire. However, potential wildfire impacts were analyzed under Section 8 (h). As discussed in Section 3.9.2. of this document, the Project area is generally classified as having a “high” fire risk by the County of Marin (2013b), which could expose people or structures to a significant risk of loss, injury, or death involving wildland fires. The IS/MND concluded that implementation of Mitigation Measure HAZ-3 would reduce potential impacts to less than significant.

Under the revised Project, no changes to conditions would occur that would increase the risk of wildland fires. Similar to the IS/MND, the District, under the revised Project would continue to be required to implement Mitigation Measures HAZ-3 to reduce the risk of wildland fires during construction. Impacts would be less than significant with mitigation incorporated. While patrol vehicles would not be able to access the 288-foot section, nor connect all the way through Liberty Gulch Road during operation, emergency access (including fire) would still be improved as compared with existing conditions since 4.4 miles of non-system roads would be removed and the majority of Liberty Gulch Road upgraded. The section that would not be accessible by ATV is in the middle third of the road. Access to areas just to the west of the road would take slightly longer as they would need to be accessed via Bolinas-Fairfax Road versus Bullfrog Road; however, the difference in fire response time would not be substantial given the distance difference is less than 1 mile. No new or greater impacts to wildfire are expected from the revised Project.

3.21 Other CEQA Topics

3.21.1 Changes in Land Use that Commit Future Generations

The revised Project would not result in a change to the zoning or land use designations. The revised Project would not commit future generations to significant changes in land use. All impacts are consistent with those analyzed in the IS/MND.

3.21.2 Consumption of Non-Renewable Resources

Non-renewable resources include mineral resources, groundwater, and fossil fuels. Similar to the analysis in the adopted Azalea Hill Restoration project IS/MND, the revised Project would not involve any activities that would permanently impede mineral recovery and would not require the use of substantial groundwater.

The revised Project would require the use of fossil fuels for management activities, including the use of mechanical tools and equipment. Use of vehicles and equipment during these activities and to reach Project sites would also use fossil fuels. The revised Project would use fossil fuels intermittently throughout the year, but would not require continued use. The use of fossil fuels would be considered beneficial, necessary, and not wasteful as discussed under subsection 3.6: Energy.

3.21.3 Irreversible Damage from Environmental Accidents

Action proposed under the revised Project would involve use of equipment and vehicles, which could result in the accidental spill of hazardous materials such as diesel and gasoline, similar to the adopted IS/MND. The revised Project would not change the types of management activities that were allowed under the adopted IS/MND. Implementation of Mitigation Measures HAZ-1 and HAZ-2, along with the district's existing practices and OSHA's existing regulations, would reduce any risk to the public or environment through the routine transport, use, or disposal of hazardous materials or foreseeable release of hazardous materials, to a less than significant level. The revised Project would not result in irreversible damage from environmental accidents.

3.21.4 Growth-Inducing Impacts

Similar to the adopted IS/MND, the revised Project does not involve the construction of housing and would not directly contribute to population growth in the area. The revised Project does involve the expansion of infrastructure, such as roadways or sewer lines and it does not involve the construction of a new facility that would indirectly induce population growth. Therefore, the revised Project would not result in new or substantially more severe significant impacts related to growth-inducing impacts than those analyzed in the IS/MND.

4 Determination

In accordance with CEQA Guidelines Section 15162. Subsequent EIRs and Negative Declarations, none of the conditions for preparation of a subsequent IS/MND are met and thus an addendum is the appropriate document for proposed revised Project approval. The following table summarizes why none of the provisions are met. Based on the table and analysis in Section 3, this addendum to the adopted Azalea Hill Restoration Project IS/MND is the appropriate level of environmental review for the project revisions, as identified in CEQA Guidelines Section 15164.

Table 3 Addendum Justification per CEQA Guideline Section 15162

Section 15162 Provision	Explanation
<p>(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;</p>	<p>The revised Project is limited to a 288-foot segment along the Liberty Gulch Road, from stream crossing site 7 to 9 (shown in Figure 1). The revised Project would include not widening the road at this section to a Class IV 4-foot standard to voluntarily reduce impacts to special-status plant species located adjacent to this section. The revised Project also includes undertaking no or minimized activities on six stream crossings (shown in Figure 3).</p> <p>As the revised Project would result in less disturbed areas, the revised Project is expected to reduce potential impacts to biological resources, cultural resources, geology and soils, and tribal cultural resources. Impacts to biological resources would be less than those anticipated from widening the identified 288-foot road segment and then implementing compensatory mitigation for all affected rare plant populations. Provisions have been incorporated to reduce the potential for off-trail trampling; but should it occur, existing mitigation measures to compensate for affected plants would be implemented (which is still expected to be less than the compensation needed for widening the road. Where stream crossing improvements would not be implemented as initially proposed, it is based on current and predicted adequate hydrologic function of the crossing and thus no greater impacts to hydrology, erosion, or sedimentation are anticipated.</p> <p>All other thresholds would be similar to the impact levels identified in the IS/MND. The District, under the revised Project, would be required to implement all the mitigation measures identified in the IS/MND and no additional mitigation measures are required due to the changes in the Project. Therefore, as described in Chapter 3, the revised Project would not result in new or substantially more severe impacts than those identified in the Azalea Hill Restoration project IS/MND.</p>
<p>(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or</p>	<p>As described in Chapter 3, the revised Project would not result in new significant environmental effects or a substantial increase in the severity of any previously identified potentially significant effect identified in the IS/MND. All potentially significant impacts are mitigable to less than significant level under the IS/MND and would remain so under the revised Project.</p>

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

<p>(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;</p>	<p>As described in Section 4, Biological Resources, of the IS/MND, special-status plant species were known to occur adjacent to the 288-foot road section. However, further review by the District botanist determined that a less impactful approach would be to leave this segment of the road at its current width due to the density of rare plant species at this section. Therefore, the revised Project does not include new information of substantial importance which was not known at the time of preparation of the IS/MND.</p>
<p>(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;</p>	<p>N/A. See response 3(A), above.</p>
<p>(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or</p>	<p>The revised Project would require the District to implement all of the mitigation measures identified in the IS/MND and no new mitigation measures are required. As described in Chapter 3, the revised Project would not result in new or substantially more severe impacts than those identified in the IS/MND.</p>
<p>(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.</p>	<p>The District, under the revised Project, would be required to implement all the mitigation measures identified in the IS/MND and no new mitigation measures are required. As described in Chapter 3, the revised Project would not result in new or substantially more severe impacts than those identified in the IS/MND.</p>

5 References

Marin Water District. (2019, October 15). *Meetings & Events, Board of Directors, Oct 15, 2019 at 07:30 pm - Oct 15, 2019 at 08:30 pm*. Retrieved from Marin Water:
<https://www.marinwater.org/node/452>

Panorama Environmental, I. (October 2019). *Marin Municipal Water District Final Program Environmental Impact Report for the Biodiversity, Fire, and Fuels Integrated Plan*. Marin Water District.



STAFF REPORT

Meeting Type: Board of Directors
Title: Recycled Water System Update
From: Paul Sellier, Water Resources Director
Through: Ben Horenstein, General Manager
Meeting Date: April 1, 2025

PS
BH

TYPE OF ITEM: Action X Information

RECOMMENDATION: Receive staff update on capacity of recycled water system

SUMMARY: The District’s recycled water program annually provides over 650 acre-feet of recycled water to 330 customers in the Terra Linda area of San Rafael primarily for landscape irrigation, as well as toilet flushing and industrial cooling. Staff will provide a detailed overview of the recycled water system.

DISCUSSION: The District was one of the first agencies to recycle wastewater in Northern California pioneering the use of recycled water for car washes, air-conditioning cooling towers, commercial laundries, toilet flushing in condominium complexes and the County Jail. Staff will provide a review of the recycled water system, opportunities for expansion of recycled water and capacity to meet potential future expansion.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S): None.



UPCOMING MEETINGS

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

Internal Meetings		
Meeting Date	Meeting Type	Key Item(s)
Tuesday, Apr. 15, 2025 6:30 p.m.	Board of Directors' Regular Bi-Monthly Meeting	
Tuesday, Apr. 22, 2025 9:30 a.m.	Planning Committee Meeting/Special Meeting of the Board of Directors	Fairfax Manor Pump Station Project, CIP Budget Update
Thursday, Apr. 24, 2025 9:30 a.m.	Finance & Administration Committee Meeting/Special Meeting of the Board of Directors	HR Quarterly Update, FY 2025/26 and FY 2026/27 Budget Update

External Meetings	
Meeting Date	Meeting Type
Friday, Apr. 4, 2025 9:30 a.m.	North Bay Watershed Association
Monday, Apr. 7, 2025 9:00 a.m.	Sonoma Water Advisory Committee/Technical Advisory Committee
Wednesday, Apr. 16 3:00 p.m.	Tomales Bay Foundation