



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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DIRECTORS

JAN SHRINER
President

HERBERT CORTEZ
Vice President

BRAD IMAMURA
THOMAS P. MOORE
GAIL MORTON

Agenda

**Regular Board Meeting, Board of Directors
Marina Coast Water District**

and

**Regular Board Meeting, Board of Directors
Marina Coast Water District Groundwater Sustainability Agency
Hybrid Meeting**

920 2nd Avenue, Suite A, Marina, California

and

Zoom Teleconference

Monday, October 16, 2023, 6:00 p.m. PST

Staff and Board members will be attending the October 16, 2023 meeting in person. Members of the public may attend the Board meeting in person or can continue to attend remotely via Zoom conference.

Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment on the action item can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, October 16, 2023; such comments will be distributed to the MCWD Board before the meeting.

This meeting may be accessed remotely using the following Zoom link:

<https://us02web.zoom.us/j/84561554191?pwd=NTlySjZ4ZXJqc0ZKMEEwb0grcnJPZz09>

Passcode: 719537

To participate via phone: 1-669-900-9128; Meeting ID: 845 6155 4191 Passcode: 719537

Our Mission: We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.

1. Call to Order

2. Roll Call

3. Presentation

A. [Adopt Resolution No. 2023-45 in Recognition of Fagan Lopez, Meter Reader, for 5 Years of Service to the Marina Coast Water District](#)

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This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road, and 920 2nd Avenue, Suite A, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, October 12, 2023. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5931.

4. Public Comment on Closed Session Items *Anyone wishing to address the Board on matters appearing on Closed Session may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board.*

5. Closed Session

- A. Conference with Legal Counsel – Existing Litigation
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)
Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- B. Pursuant to Government Code 54956.9
Conference with Legal Counsel – Existing Litigation
Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Party in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief); Sixth District Court of Appeals Case Nos. H049146 and H049170

Reconvene to Open Session Estimated to be at 7:00 p.m.

6. Reportable Actions Taken During Closed Session *The Board will announce any reportable action taken during closed session and the vote or abstention on that action of every director present and may take additional action in open session as appropriate. Any closed session items not completed may be continued to after the end of all open session items.*

7. Pledge of Allegiance

8. Oral Communications *Anyone wishing to address the Board on matters not appearing on the Agenda may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board.*

9. Consent Calendar

- A. [Receive and File the Check Register for the Month of September 2023](#)
(Page 7)
- B. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of September 13, 2023](#)
(Page 14)
- C. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of September 18, 2023](#)
(Page 17)
- D. [Receive the 3rd Quarter 2023 MCWD Water Consumption Report](#)
(Page 23)

E. [Receive the 3rd Quarter 2023 Sewer Flow Report](#)

(Page 27)

F. [Receive a Status Report Update on Current Capital Improvement Projects](#)

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10. Action Items *The Board will review and discuss agenda items and take action or direct staff to return to the Board for action at a following meeting. The public may address the Board on these Items as each item is reviewed by the Board. Please limit your comment to four minutes.*

A. [Consider Accepting the Annual Comprehensive Financial Report and the Independent Auditor's Report for the Fiscal Year ended June 30, 2023](#)

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B. [Adopt Resolution No. 2023-46 to Approve a Professional Services Agreement with Denise Duffy and Associates for Annexation Consulting Services for California State Park and Bureau of Land Management Parcels](#)

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11. Informational Items *Informational items are normally provided in the form of a written report or verbal update and may not require Board action. The public may address the Board on Informational Items as they are considered by the Board. Please limit your comments to four minutes.*

A. General Manager's Report

B. Committee and Board Liaison Reports

1. Budget and Engineering Committee
2. Executive Committee
3. Community Outreach Committee
4. MIW Board Member Liaison
5. MCWD/SVBGSA Steering Committee

12. Board Member Requests for Future Agenda Items

13. Director's Comments *Director reports on meetings with other agencies, organizations and individuals on behalf of the District and on official District matters.*

14. Adjournment *Set or Announce Next Meeting(s), date(s), time(s), and location(s):*

Regular Meeting: Monday, November 13, 2023, 6:00 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 3-A

Meeting Date: October 16, 2023

Submitted By: Mary Lagasca

Approved By: Remleh Scherzinger

Presented By: Barbara Montanti

Agenda Title: Adoption of Resolution No. 2023-45 Recognizing Fagan Lopez, Meter Reader, and Awarding a Gift Certificate for 5 Years of Service to the Marina Coast Water District

Staff Recommendation: Adopt Resolution No. 2023-45 recognizing Fagan Lopez, Meter Reader, and awarding a gift certificate for 5 years of service to the Marina Coast Water District.

Background: *Strategic Plan, Strategic Element 5.0 – Our objective is to recruit and maintain a highly qualified, diverse, and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service.*

Discussion/Analysis: Fagan Lopez joined the District on October 15, 2018, as a Meter Reader. He is a great team player, always willing to help in all areas of Customer Service and on occasion provided support to the O&M department on meter replacement issues. During his tenure, Fagan has trained another meter reader and continues to offer his support whenever it is needed. His collaboration with his supervisor on maintaining the District’s new housing development meter inventory, the AMI project, and the ongoing register change-out program (over 1800), has been key to staying on top of developer needs and ensuring accurate and timely readings for billing.

His outstanding and upbeat attitude, high-quality interaction with customers and staff, often going the “extra mile” to provide exceptional service has proven Fagan to be a real asset to the District especially during the COVID-19 pandemic. Fagan has received multiple customer recognitions for exceptional customer service.

It is with great pleasure that we recognize Fagan Lopez for 5 years of service to the Marina Coast Water District. We collectively thank him for his years of service and wish him well in his continued service to the District.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Action: Not applicable.

Financial Impact: X Yes No **Funding Source/Recap:** Hospitality & Awards account numbers of all four cost centers.

Other Consideration: None.

Material Included for Information/Consideration: Resolution No. 2023-45.

Action Required: Resolution Motion Review
(Roll call vote is required.)

Board Action

Resolution Motion By _____ Seconded By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

October 16, 2023

Resolution No. 2023-45
Resolution of the Board of Directors
Marina Coast Water District
In Recognition of Fagan Lopez for 5 Years
of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on August 21, 2023, at 920 Second Avenue, Suite A, Marina, California as follows, as follows:

WHEREAS, Fagan Lopez joined the District on October 15, 2018, as a Meter Reader; and,

WHEREAS, Fagan Lopez is a great team player and is always willing to help in all areas of Customer Service including training another meter reader and providing continued support whenever it is needed; and,

WHEREAS, his collaboration with his supervisor on maintaining the District’s new housing development meter inventory, the AMI project, and the ongoing register change-out program (over 1800), has been key to staying on top of developer needs and ensuring accurate and timely readings for billing; and,

WHEREAS, his outstanding and upbeat attitude, high-quality interaction with customers and staff, often going the “extra mile” to provide exceptional service, has proven Fagan to be a real asset to the District especially during the COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Fagan Lopez for five years of service to the Marina Coast Water District and wishes him well in his continued service with the District.

PASSED AND ADOPTED on October 16, 2023, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-45 adopted October 16, 2023.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9

Meeting Date: October 16, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Consent Calendar

Staff Recommendation: Approve the Consent Calendar as presented.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of September 2023
- B) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of September 13, 2023
- C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of September 18, 2023
- D) Receive the 3rd Quarter 2023 MCWD Water Consumption Report
- E) Receive the 3rd Quarter Sewer Flow Report
- F) Receive a Status Report Update on Current Capital Improvement Projects

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

Legal Counsel Review: See individual transmittals.

Climate Action: Not applicable.

Other Considerations: The Board of Directors can approve these items together or they can pull them separately for discussion.

Material Included for Information/Consideration: Check Register for September 2023; draft minutes of September 13, 2023; draft minutes of September 18, 2023; 10-Year Comparison Annual Consumption Reports; average daily and monthly sewer flow reports; and, CIP report.

Action Required: _____Resolution ___X___Motion _____Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-A

Meeting Date: October 16, 2023

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Receive and File the Check Register for the Month of September 2023

Staff Recommendation: Receive and file the September 2023 expenditures totaling \$3,358,893.75.

Background: *Strategic Plan, Objective No. 3 – Our objective is to manage public funds to assure financial stability, prudent rate management and demonstrate responsible stewardship. Our fiscal strategy is to forecast, control and optimize income and expenditures in an open and transparent manner. We will efficiently use our financial resources to assure availability to fund current and future demands.*

Discussion/Analysis: These expenditures were paid in September 2023 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: Yes No **Funding Source/Recap:** Expenditures are allocated across the six cost centers; 01-Marina Water, 02-Marina Sewer, 03- Ord Water, 04-Ord Sewer, 05-Recycled Water, 06-Regional Water.

Other Consideration: None.

Material Included for Information/Consideration: September 2023 Summary Check Register.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

SEPTEMBER 2023 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
09/08/2023	ACH	Friedman & Springwater LLP	54,442.50
09/08/2023	74193 - 74234	Check Register	2,226,379.10
09/13/2023	74235 - 74240	Check Register	123,085.17
09/22/2023	74241 - 74288	Check Register	55,085.17
09/28/2023	ACH	Friedman & Springwater LLP	29,136.00
09/28/2023	74289 - 74318	Check Register	45,613.40
09/01/2023	ACH	Payroll Direct Deposit	140,958.43
09/01/2023	ACH	CalPERS	36,405.10
09/01/2023	ACH	Empower Retirement	14,086.48
09/01/2023	ACH	Internal Revenue Service	60,797.49
09/01/2023	ACH	State of California - EDD	13,822.14
09/01/2023	ACH	WageWorks, Inc.	910.33
09/01/2023	501568	Check Register	688.00
09/15/2023	ACH	Payroll Direct Deposit	128,632.45
09/15/2023	ACH	CalPERS	33,400.28
09/15/2023	ACH	Empower Retirement	17,767.06
09/15/2023	ACH	Internal Revenue Service	51,530.91
09/15/2023	ACH	State of California - EDD	11,190.34
09/15/2023	ACH	WageWorks, Inc.	910.33
09/18/2023	501569	Check Register	72,875.69
09/21/2023	501570 - 501571	Board Compensation Checks and Direct Deposit	600.27
09/21/2023	ACH	Internal Revenue Service	99.46
09/29/2023	ACH	Payroll Direct Deposit	127,501.21
09/29/2023	ACH	CalPERS	33,177.21
09/29/2023	ACH	Empower Retirement	16,284.34
09/29/2023	ACH	Internal Revenue Service	51,415.66
09/29/2023	ACH	State of California - EDD	11,188.90
09/29/2023	ACH	WageWorks, Inc.	910.33
TOTAL DISBURSEMENTS			<u>3,358,893.75</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	08/03/2023	09/08/2023	Friedman & Springwater LLP	Legal Services 07/2023	54,442.50
74193	08/21/2023	09/08/2023	Salinas Valley Ford	Engine Repair, Vacuum Pump/ Heater Hose Replacement - Vehicle #1305	6,546.56
74194	08/23/2023	09/08/2023	Area Communications	Answering Service 07/26 - 08/22	378.93
74195	07/31/2023	09/08/2023	Schaaf & Wheeler	Developer (Seaside B&B Resort)	6,137.50
74196	08/30/2023	09/08/2023	Monterey Peninsula Engineering	RUWAP Distribution System - Construction Pmts 26A, 27A	484,240.19
74197	07/10/2023	09/08/2023	Monterey Peninsula Engineering	Ord Village/ Gigling LS - Construction Pmt #22	148,830.94
74198	08/02/2023	09/08/2023	MBS Business Systems	Copier Maintenance 08/02 - 11/01	749.89
74199	08/23/2023	09/08/2023	Valley Saw and Garden Equipment	General Operations/ Maintenance Supplies	1,092.39
74200	08/22/2023	09/08/2023	Mark's Barn Auto Body	Auto Body Repairs - Vehicle #1306	4,760.38
74201	08/29/2023	09/08/2023	Monterey Bay Analytical Services	Laboratory Testing	1,554.00
74202	08/03/2023	09/08/2023	Monterey One Water	Ground Water Replenishment - Billing for Usage 11/2022 - 07/2023	594,078.69
74203	06/01/2023	09/08/2023	Monterey County Auditor-Controller	LAFCO Administrative Charges FY 2024	28,964.00
74204	08/18/2023	09/08/2023	Verizon Wireless	Cell Phone Service 08/2023	2,314.56
74205	08/22/2023	09/08/2023	Orkin Franchise 925	BLM/ IOP Pest Control 08/2023	219.00
74206	08/10/2023	09/08/2023	Johnson Controls Security Solutions LLC	Alarm Troubleshooting - IOP/ Ord Offices	1,890.04
74207	07/03/2023	09/08/2023	American Public Works Association	Membership Dues - (4) Engineers	764.00
74208	08/28/2023	09/08/2023	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	273.70
74209	08/28/2023	09/08/2023	Daiohs USA	Coffee Supplies	377.09
74210	08/25/2023	09/08/2023	Employnet, Inc.	Temporary Customer Service Representatives 07/31 - 08/03, 08/07 - 08/11, 08/14 - 08/17	8,823.87
74211	08/29/2023	09/08/2023	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	51.27
74212	08/07/2023	09/08/2023	U.S. Bank Corporate Payment Systems	2023 Activate Springbrook Conference - Director of Administrative Services; 2023 CSDA Conference/ Exhibitor Showcase - Board Member; ArcGIS Essential Workflows Course - IT Administrator, GIS Technician; CAD/PDF Integrating Software - (4) Licenses; eSignature Business Pro - (6) Licenses; Ground Fault Relay - Well 31; Truck Bed Lining, Toolbox - Vehicle #2304; Projector, Slideshow Remote - IT; Cloud Hosted Server - CityWorks/ ESRI; SCADA Internet Service; General Supplies	14,543.91
74213	08/25/2023	09/08/2023	Richards, Watson & Gershon	Legal Services 07/2023	519,696.95
74214	08/26/2023	09/08/2023	U.S. Bank National Association	IOP Office Copier Lease 08/20 - 09/19	287.34
74215	08/14/2023	09/08/2023	Remy Moose Manley, LLP	Legal Services 07/2023	103,449.27
74216	08/02/2023	09/08/2023	Monterey Bay Technologies, Inc.	(15) Microsoft Office 365 Defender Threat Protection, (18) Microsoft Office 365 Business Essentials, (5) Microsoft Office 365 Visio Pro, (58) Microsoft Office 365 Business Standard Licenses	11,081.74
74217	08/29/2023	09/08/2023	ICONIX Waterworks (US), Inc.	(2) Gate Valves, Tee, Reducer, (4) Bolt Up Sets, (4) Gaskets - Salinas Ave; (2) DI Spools, (2) Mega Flange Kits, (2) Reducers, Supplies - Hodges LS; General Operations/ Maintenance Supplies	11,916.89
74218	08/08/2023	09/08/2023	Griffith, Masuda & Hobbs	Legal Services 07/2023	24,647.38
74219	08/14/2023	09/08/2023	Western Exterminator Company	Pest Control - Beach Office 08/2023	119.60

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74220	08/21/2023	09/08/2023	Federico's Embroidery	Hat Embroidery - O&M	187.50
74221	08/15/2023	09/08/2023	EKI Environment & Water, Inc.	Monterey Subbasin Groundwater Sustainability Plan Implementation 07/2023	6,829.25
74222	08/01/2023	09/08/2023	Verizon Connect NWF, Inc.	GPS Service - (31) Fleet Vehicles 07/2023	589.00
74223	08/23/2023	09/08/2023	Ferguson Enterprises, Inc.	General Operations/ Maintenance Supplies	112.46
74224	08/02/2023	09/08/2023	Ritter GIS, Inc.	GIS/ Cityworks AMS - IT Support Services 07/2023	1,750.00
74225	08/25/2023	09/08/2023	WEX Bank	Fleet Gasoline 08/2023	6,644.99
74226	06/22/2023	09/08/2023	CivicWell	MCWD CAP Research/ Planning, Data Analysis 06/2023	7,333.34
74227	07/09/2023	09/08/2023	Monterey Environmental Solutions & Services	Hazardous Material Removal - Ord Office	3,000.00
74228	08/07/2023	09/08/2023	Dell Marketing LP	(15) Dell Optiplex 7010 Computers - O&M, Customer Service; (7) Dell Monitors, (9) Dell Slim Soundbars, Dell USB Slim Drive - O&M	17,722.56
74229	07/31/2023	09/08/2023	Monterey Bay Air Resources District	Permit Fees - Gensets	11,521.00
74230	07/31/2023	09/08/2023	Regional Government Services Authority	Classification/ Compensation Study 07/2023	562.50
74231	09/07/2023	09/08/2023	Board Reimbursement	Parking - 2023 CSDA Conference	26.00
74232	09/05/2023	09/08/2023	Conservation Rebate Program	East Garrison Community Association - Landscape Rebate	25,500.00
74233	08/25/2023	09/08/2023	U-Rock Utility Equipment, Inc.	CCTV Camera System, Equipment/ Van Retrofit - Vehicle #1501	166,700.01
74234	07/20/2023	09/08/2023	Customer Service Refund	Refund Check - 2725 Parkview Way (Re-Issue)	110.41
74235	08/30/2023	09/13/2023	PG&E	Gas and Electric Service 08/2023	106,727.35
74236	07/31/2023	09/13/2023	Schaaf & Wheeler	Developers (Campus Town, Dunes 1B Promenade, Dunes 2 North, Dunes 2 West, Enclave Phase 3)	14,295.05
74237	09/06/2023	09/13/2023	TIAA, FSB	Ord Office Copier, eCopy ScanStation Lease 09/2023	973.42
74238	08/31/2023	09/13/2023	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 08/2023	405.85
74239	08/16/2023	09/13/2023	SBRK Finance Holdings, Inc.	Springbrook HR Data Fix/ Migration	283.50
74240	09/12/2023	09/13/2023	MBWWA	2023 Vendor Show/ Training - (10) Staff	400.00
74241	08/31/2023	09/22/2023	Ace Hardware of Watsonville, Inc.	General Operations/ Maintenance, Meter Reader Tools, Supplies	695.05
74242	08/31/2023	09/22/2023	Insight Planners	Web Development/ Maintenance and Hosting 08/2023	1,584.00
74243	09/11/2023	09/22/2023	PG&E	Gas and Electric Service 08/2023	2,072.92
74244	08/24/2023	09/22/2023	Grainger	General Operations/ Maintenance Supplies	7.71
74245	08/31/2023	09/22/2023	Peninsula Welding & Medical Supply, Inc.	(3) Gas Cylinder Tank Rental Fees	38.70
74246	09/01/2023	09/22/2023	Maynard Group	Network Support 09/2023	5,361.31
74247	08/31/2023	09/22/2023	DataProse, LLC	Customer Billing Statements 08/2023	5,964.99
74248	08/23/2023	09/22/2023	American Supply Company	Janitorial Supplies	658.75
74249	08/31/2023	09/22/2023	One Workplace L. Ferrari LLC	Workstation/ Furniture Design Plan - IOP Office	60.00
74250	08/10/2023	09/22/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	493.34
74251	08/15/2023	09/22/2023	Calcon Systems, Inc.	Sea Haven Cellular - Intertie 07/2023	34.25
74252	08/21/2023	09/22/2023	Univar Solutions USA, Inc.	(1,357) gals Chlorine - Intermediate Reservoir, Well 10	4,574.59
74253	08/24/2023	09/22/2023	Conservation Rebate Program	358 Hillcrest Ave - Toilet Rebate	75.00
74254	08/07/2023	09/22/2023	East Bay Tire Co.	Tire Repair - Backhoe #2102	186.95
74255	08/19/2023	09/22/2023	Graniterock Company	General Operations/ Maintenance Supplies	522.28
74256	08/28/2023	09/22/2023	Eurofins Eaton Analytical, LLC	Laboratory Testing	770.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74257	08/24/2023	09/22/2023	Conservation Rebate Program	172 Lillian Pl - Washer Rebate	150.00
74258	08/31/2023	09/22/2023	Peninsula Messenger LLC	Courier Service 09/2023	244.00
74259	08/31/2023	09/22/2023	Iron Mountain, Inc.	Shredding Service 08/2023	330.02
74260	08/28/2023	09/22/2023	AT&T	Phone and Alarm Line Service 08/2023	264.75
74261	09/01/2023	09/22/2023	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 09/2023	500.00
74262	09/01/2023	09/22/2023	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 08/2023	5,448.14
74263	08/31/2023	09/22/2023	Cintas Corporation No. 630	Uniforms, Towels, Rugs 08/2023	1,397.68
74264	08/23/2023	09/22/2023	White Cap, L.P.	General Operations/ Maintenance Supplies	206.45
74265	08/04/2023	09/22/2023	The Pape' Group, Inc.	Multi-Purpose Bucket - Skid Steer	7,685.61
74266	10/01/2023	09/22/2023	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 10/2023	1,700.00
74267	09/07/2023	09/22/2023	SBRK Finance Holdings, Inc.	CivicPay/ CivicPay IVR Transaction Fees 07/2023 - 08/2023	4,018.00
74268	08/29/2023	09/22/2023	Alameda Electrical Distributors, Inc.	Flex Connectors, Wire, Drill Bits, Conduit - Hodges LS	1,622.66
74269	08/22/2023	09/22/2023	Conservation Rebate Program	4950 Peninsula Point Dr - Landscape Rebate	150.00
74270	08/24/2023	09/22/2023	Conservation Rebate Program	3107 Bradley Cir - Toilet Rebate	50.00
74271	08/24/2023	09/22/2023	Conservation Rebate Program	1534 Devers Ct - Washer Rebate	150.00
74272	08/31/2023	09/22/2023	Conservation Rebate Program	408 Buna Loop - Washer Rebate	100.00
74273	09/13/2023	09/22/2023	Conservation Rebate Program	4284 Bay Crest Cir - (3) Toilet Rebates	225.00
74274	09/01/2023	09/22/2023	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 09/2023	820.88
74275	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 311 Costa Del Mar Rd	200.00
74276	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 3345 Drew St	12.21
74277	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 457 Gloria Cir	8.78
74278	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 18830 Sedgwick Ln	38.15
74279	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 3089 Crescent Ave	32.22
74280	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - Hydrant Meter	2,095.26
74281	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 455 Reservation Rd #G	28.34
74282	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 408 Carmel Ave	119.57
74283	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - Hydrant Meter	2,007.26
74284	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 13525 Warren Ave	111.70
74285	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - Hydrant Meter	1,978.98
74286	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 3248 Fitzgerald Cir #A	3.80
74287	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 349 Carentan Rd	15.68
74288	09/20/2023	09/22/2023	Customer Service Refund	Refund Check - 5035 Peninsula Point Dr	270.19
ACH	08/03/2023	09/28/2023	Friedman & Springwater LLP	Legal Services 08/2023	29,136.00
74289	09/12/2023	09/28/2023	Becks Shoe Store, Inc. - Salinas	Boot Benefit - Meter Reader	241.44
74290	08/16/2023	09/28/2023	Grainger	(16) Full Face Respirators	2,771.81
74291	09/20/2023	09/28/2023	Area Communications	Answering Service 08/23 - 09/19	361.11
74292	09/19/2023	09/28/2023	Monterey Bay Analytical Services	Laboratory Testing	1,320.00
74293	08/31/2023	09/28/2023	Fast Response On-Site Testing	Annual Mask Fit, Hearing Tests	1,924.88
74294	08/23/2023	09/28/2023	Johnson Associates	General Operations/ Maintenance Supplies	16.45
74295	09/14/2023	09/28/2023	Orkin Franchise 925	IOP Pest Control 09/2023	109.00
74296	09/01/2023	09/28/2023	Federal Express	Laboratory Testing (Shipping Charges)	88.96
74297	08/31/2023	09/28/2023	HD Supply, Inc.	General Operations/ Maintenance Supplies	1,416.25

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74298	08/24/2023	09/28/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	574.93
74299	08/31/2023	09/28/2023	Val's Plumbing & Heating, Inc.	HVAC Troubleshooting - IOP Office	189.37
74300	08/20/2023	09/28/2023	Don Chapin Co., Inc	(46.77) tons Drain Rock - Wells 30, 31; (23.53) tons Fill Dirt - O&M Yard	3,512.10
74301	08/21/2023	09/28/2023	Univar Solutions USA, Inc.	(377) gals Chlorine - Well 11	1,270.91
74302	08/31/2023	09/28/2023	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
74303	09/01/2023	09/28/2023	Employnet, Inc.	Temporary Customer Service Representatives 08/21 - 08/25	3,381.95
74304	08/26/2023	09/28/2023	Graniterock Company	(13.05) tons Drain Rock, Landscaping Fabric - Well 31, Well Field	1,406.23
74305	09/08/2023	09/28/2023	Marina Tire & Auto Repair	Oil Change - Vehicles #1302, 1239; Rear Brake Pads, Rotors - Vehicle #1801; Tire Repair - Vehicle #0505	708.59
74306	08/31/2023	09/28/2023	Edges Electrical Group, LLC	(60) Flex Connectors/ Fittings, (20) KO Seals, Conduit, Electrical Wires	5,173.59
74307	09/15/2023	09/28/2023	U.S. Bank National Association	Beach Office Copier Lease 09/10 - 10/09	275.32
74308	09/14/2023	09/28/2023	ICONIX Waterworks (US), Inc.	(6) Mega Lug Kits, Coupling, Ball Curb Stop, Ball Corp, Pack Joint, Supplies - Salinas/ Carmel Ave; General Operations/ Maintenance, Meter Reader Supplies	4,179.06
74309	09/18/2023	09/28/2023	Boutin Jones, Inc.	Legal Services 08/2023	200.00
74310	09/18/2023	09/28/2023	Access Monterey Peninsula, Inc.	Filming and Production 07/2023 - 09/2023	1,380.00
74311	09/08/2023	09/28/2023	BAVCO	General Operations/ Maintenance Supplies	275.17
74312	09/08/2023	09/28/2023	Aleshire & Wynder, LLP	Legal Services 08/2023	511.74
74313	08/23/2023	09/28/2023	Ferguson Enterprises, Inc.	General Operations/ Maintenance Supplies	297.03
74314	09/25/2023	09/28/2023	Silkscreen Express	(250) District Logo Note Cards	312.91
74315	07/31/2023	09/28/2023	Regional Government Services Authority	Grant Management/ Accounting Services 07/2023	49.69
74316	09/01/2023	09/28/2023	Vesta Housing Solutions LLC	Locker Room Trailer Rental - Ord Office 10/2023	7,286.98
74317	09/06/2023	09/28/2023	BSK Associates	Laboratory Testing	490.00
74318	09/15/2023	09/28/2023	Signs by Van	MCWD Sign - IOP Office Lobby	4,669.43
ACH	09/01/2023	09/01/2023	Payroll Direct Deposit	Payroll Ending 08/25/23	140,958.43
ACH	09/01/2023	09/01/2023	CalPERS	Payroll Ending 08/25/23	36,405.10
ACH	09/01/2023	09/01/2023	Empower Retirement	Payroll Ending 08/25/23	14,086.48
ACH	09/01/2023	09/01/2023	Internal Revenue Service	Payroll Ending 08/25/23	60,797.49
ACH	09/01/2023	09/01/2023	State of California - EDD	Payroll Ending 08/25/23	13,822.14
ACH	09/01/2023	09/01/2023	WageWorks, Inc.	Payroll Ending 08/25/23	910.33
501568	09/01/2023	09/01/2023	General Teamsters Union	Payroll Ending 08/25/23	688.00
ACH	09/15/2023	09/15/2023	Payroll Direct Deposit	Payroll Ending 09/08/23	128,632.45
ACH	09/15/2023	09/15/2023	CalPERS	Payroll Ending 09/08/23	33,400.28
ACH	09/15/2023	09/15/2023	Empower Retirement	Payroll Ending 09/08/23	17,767.06
ACH	09/15/2023	09/15/2023	Internal Revenue Service	Payroll Ending 09/08/23	51,530.91
ACH	09/15/2023	09/15/2023	State of California - EDD	Payroll Ending 09/08/23	11,190.34
ACH	09/15/2023	09/15/2023	WageWorks, Inc.	Payroll Ending 09/08/23	910.33
501569	09/01/2023	09/18/2023	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 10/2023	72,875.69

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
501570 - 501571	09/21/2023	09/21/2023	Board Compensation Checks and Direct Deposit	Board Compensation 08/2023	600.27
ACH	09/21/2023	09/21/2023	Internal Revenue Service	Board Compensation 08/2023	99.46
ACH	09/29/2023	09/29/2023	Payroll Direct Deposit	Payroll Ending 09/22/23	127,501.21
ACH	09/29/2023	09/29/2023	CalPERS	Payroll Ending 09/22/23	33,177.21
ACH	09/29/2023	09/29/2023	Empower Retirement	Payroll Ending 09/22/23	16,284.34
ACH	09/29/2023	09/29/2023	Internal Revenue Service	Payroll Ending 09/22/23	51,415.66
ACH	09/29/2023	09/29/2023	State of California - EDD	Payroll Ending 09/22/23	11,188.90
ACH	09/29/2023	09/29/2023	WageWorks, Inc.	Payroll Ending 09/22/23	910.33
Total Disbursements for September 2023					3,358,893.75

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-B

Meeting Date: October 16, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of September 13, 2023

Staff Recommendation: Approve the draft minutes of the September 13, 2023 special joint Board/GSA meeting.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The draft minutes of September 13, 2023 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: ___ Yes ___ X No **Funding Source/Recap:** None

Other Considerations: The Board can suggest changes/corrections to the minutes.

Material Included for Information/Consideration: Draft minutes of September 13, 2023.

Action Required: ___ Resolution ___ X Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting
September 13, 2023

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:03 p.m. on September 13, 2023, at 920 2nd Avenue, Suite A, and, via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

Jan Shriner – President
Herbert Cortez – Vice President
Brad Imamura
Thomas P. Moore
Gail Morton

Board Members Absent:

None.

Staff Members Present:

Remleh Scherzinger, General Manager
Paula Riso, Executive Assistant/Clerk to the Board
Roger Masuda, District Counsel

Audience Members:

None.

3. Pledge of Allegiance:

President Shriner led everyone present in the pledge of allegiance.

4. Board Workshop:

A. Discussion on How to Conduct an Efficient and Effective Board Meeting:

President Shriner welcomed everyone and introduced this item. She stated that she had a couple of items she wanted to start discussion on and then open it up for everyone else to add any items they want to discuss.

Agenda Item 4-A (continued):

President Shriner listed the following items as ones she would like to discuss:

- 1) An Ad Hoc Committee to discuss new Board member onboarding and orientation.
- 2) The process to request agenda items.
- 3) Closed session structure.
- 4) 6:00 p.m. meeting start time.

Vice President Cortez asked that Board members allow staff or counsel to provide their information, without interruption, then wait a few minutes to digest it before asking questions.

Director Imamura stated that if something's not broken, don't fix it. He noted that he would like to see more items moved from the action items to the consent calendar.

Director Moore commented suggested that maybe one of the most important questions the Board needs to ask itself is, "How are we doing?"

Director Morton commented that she finds that the Board functions well and echoed what Director Imamura said...what's broken.

Discussion followed. The Board took a break from 7:26 p.m. to 7:40 p.m.

The Board continued discussion and it was noted that for now, they would adjourn to a 6:00 p.m. meeting, but to make it permanent, there would need to be Board action.

5. Directors Comments:

Director Imamura, Director Moore, Director Morton, Vice President Cortez, and President Shriner made comments.

6. Adjournment:

The meeting was adjourned at 9:14 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-C

Meeting Date: October 16, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of September 18, 2023

Staff Recommendation: Approve the draft minutes of the September 18, 2023 regular joint Board/GSA meeting.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The draft minutes of September 18, 2023 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: ___ Yes ___ X No **Funding Source/Recap:** None

Other Considerations: The Board can suggest changes/corrections to the minutes.

Material Included for Information/Consideration: Draft minutes of September 18, 2023.

Action Required: ___ Resolution ___ X Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
September 18, 2023

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:01 p.m. on August 21, 2023 both in-person at 920 2nd Avenue, Suite A, Marina, California; and, via Zoom teleconference. President Shriner then proceeded with a land acknowledgement. “As Marina Coast Water District celebrates its 63rd year providing publicly owned water service to its customers in Marina and the Ord Community, we acknowledge that our service area is located on the traditional lands of the Esselen people. They are known today as the Ohlone/Constanoan-Esselen Nation. We respect their elders, past, present, and emerging, for they hold the memories, traditions, culture, and hopes of the Esselen people. We also acknowledge the government of the Ohlone/Coastanoan-Esselen Nation and appreciate the spiritual role it plays today in preserving the cultural, historical and heritage beliefs of the Esselen people. We are grateful that they share their traditional lands with us.”

2. Roll Call:

Board Members Present:

Jan Shriner – President
Herbert Cortez – Vice President
Brad Imamura
Thomas P. Moore
Gail Morton

Board Members Absent:

None

Staff Members Present:

Remleh Scherzinger, General Manager
Roger Masuda, District Counsel
Derek Cray, Operations and Maintenance Manager
Mary Lagasca, Director of Administrative Services
Garret Haertel, District Engineer
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Andy Sterbenz, Schaaf & Wheeler
Chelsea Tu, Executive Director Monterey Waterkeeper
Phil Clark, Seaside Resident

3. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:05 p.m. to discuss the following items:

4. Closed Session:

- A. Pursuant to Government Code 54956.9
Conference with Legal Counsel – Existing Litigation
Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Party in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief); Sixth District Court of Appeals Case Nos. H049146 and H049170

The Board ended closed session at 7:15 p.m. President Shriner reconvened the meeting to open session at 7:18 p.m.

5. Reportable Actions Taken During Closed Session:

Mr. Roger Masuda, District Counsel, stated that with regards to agenda item 4-A, Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Party in Interest), the Board approved filing a petition for rehearing in that case by the following vote:

Director Imamura	-	No	Vice President Cortez	-	Yes
Director Moore	-	Yes	President Shriner	-	Yes
Director Morton	-	Yes			

6. Pledge of Allegiance:

Vice President Cortez led everyone present in the pledge of allegiance.

7. Oral Communications:

Ms. Chelsea Tu, Executive Director of Monterey Water Keeper, explained that Monterey Waterkeeper is a non-profit organization, and they use outdoor education, policy ethicacy, and the law, to ensure drinkable, fishable, and swimmable water in the central coast region. She commented that the contaminants and pollutants in local waters caused the Regional Board adopted the Central Coast Agricultural Order – Ag Order 4.0 in 2021. Ms. Tu said that this order required growers to slowly reduce how much fertilizer they can use on their farms. She added that now, in 2023, the State is looking to remove the enforceable limits all together and adopting a modified Order 4.0, where the growers only need to meet nitrate targets over “groundwater protection areas” which are still to be defined. Ms. Tu commented that Monterey Waterkeeper and Community Partners, will show up at the September 20, 2023 State Water Board meeting to urge the Boad to reduce nitrate pollution and protect drinking water in the Central Coast region.

8. Consent Calendar:

Director Morton made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of August 2023; and, B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 21, 2023. Director Moore seconded the motion. The motion was passed by the following vote:

Director Imamura	-	Yes	Vice President Cortez	-	Yes
Director Moore	-	Yes	President Shriner	-	Yes
Director Morton	-	Yes			

9. Action Items:

A. Receive the Marina Coast Water District FY 2022-2023 Preliminary Year End Financial:

Ms. Mary Lagasca, Director of Administrative Services, introduced this item. The Board asked clarifying questions.

B. Adopt Resolution No. 2023-44 to Amend the FY 2023-2024 Capital Improvement Budget to Fully Fund the A1/A2 Reservoir and B/C Booster Pump Station; Crescent Avenue Connector to Reservoir 2; and, the Imjin Parkway Pipeline, Reservation Rd to Abrams Drive Projects:

Mr. Garrett Haertel, District Engineer, introduced this item and noted that the Resolution was corrected so the “NOW, THEREFORE, BE IT RESOLVED” line reads “amend the FY 2023-2024...”.

Director Morton made a motion to adopt the amended Resolution No. 2023-44 to amend the FY 2023-2024 Capital Improvement Budget to Fully Fund the A1/A2 Reservoir and B/C Booster Pump Station; Crescent Avenue Connector to Reservoir 2; and, the Imjin Parkway Pipeline, Reservation Rd to Abrams Drive Projects. Director Moore seconded the motion. The motion was passed by the following vote:

Director Imamura	-	Yes	Vice President Cortez	-	Yes
Director Moore	-	Yes	President Shriner	-	Yes
Director Morton	-	Yes			

10. Informational Items:

A. General Manager’s Report:

Mr. Scherzinger gave the following updates:

- He noted that he made a presentation to LULAC on September 16th, and they were very concerned regarding environmental injustice in Marina. He provided them contacts within the City of Marina.

- The District Chili Cook-off is scheduled for October 26th.
- The Board facilities tour is looking to take place at the end of October, and staff will follow up with setting a date.
- The Request for Proposals for the Rate Study is going out by the end of the week.
- On September 12th, Department of Water Resources listed the Grants they are going to start working on in the next cycle, and the District received \$6.4 million, while the Salinas Valley Basin Groundwater Sustainable Agency received \$10.3 million.
- The audit is scheduled to come before the Board in October, and the Reserve Policy and DEI Policy are scheduled for December.

Director Morton asked when the Strategic Plan was coming to the Board. Mr. Scherzinger answered that Rauch Communications just received the draft Strategic Plan and is going to begin working on it and scheduling workshops in the upcoming months.

B. Committee and Board Liaison Reports:

1. Budget and Engineering Committee:

Director Morton and President Shriner gave a brief update.

2. Executive Committee:

Vice President Cortez gave a brief update.

3. Community Outreach Committee:

Director Imamura gave a brief update.

4. M1W Board Member Liaison:

Director Moore gave a brief update.

11. Board Member Requests for Future Agenda Items:

Director Morton requested that the Executive Committee look at the Monterey One Water proposal for weighted voting at their next meeting.

12. Director's Comments:

Director Imamura, Director Moore, Director Morton, Vice President Cortez, and President Shriner made comments.

13. Adjournment:

The meeting was adjourned at 8:19 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Staff Report**

Agenda Item: 9-D

Meeting Date: October 16, 2023

Prepared By: Tobias Osborne
Reviewed By: Patrick Breen

Approved By: Remleh Scherzinger, PE

Agenda Title: Receive the 3rd Quarter 2023 District Water Consumption Report

Summary: The Board of Directors is requested to receive the Third Quarter 2023 District Water Consumption Report. The report is a ten-year comparative report that is provided to the Board on a quarterly basis. Quarterly water consumption reports of the Ord Community have been submitted to the Board since 2006 and are organized by land-use jurisdiction.

Reports submitted since 2016 include the groundwater consumption information and an analysis of variances between current-year projected consumption and prior-year consumption. Staff is also now including data on recycled water deliveries in this report.

Two graphs of the groundwater consumption report are included: 1) 10-Year Comparison of Annual Usage of Central Marina and the Ord Community as of September 30, 2023, and 2) 10 Year Annual Consumption as of September 30, 2023, by Jurisdiction.

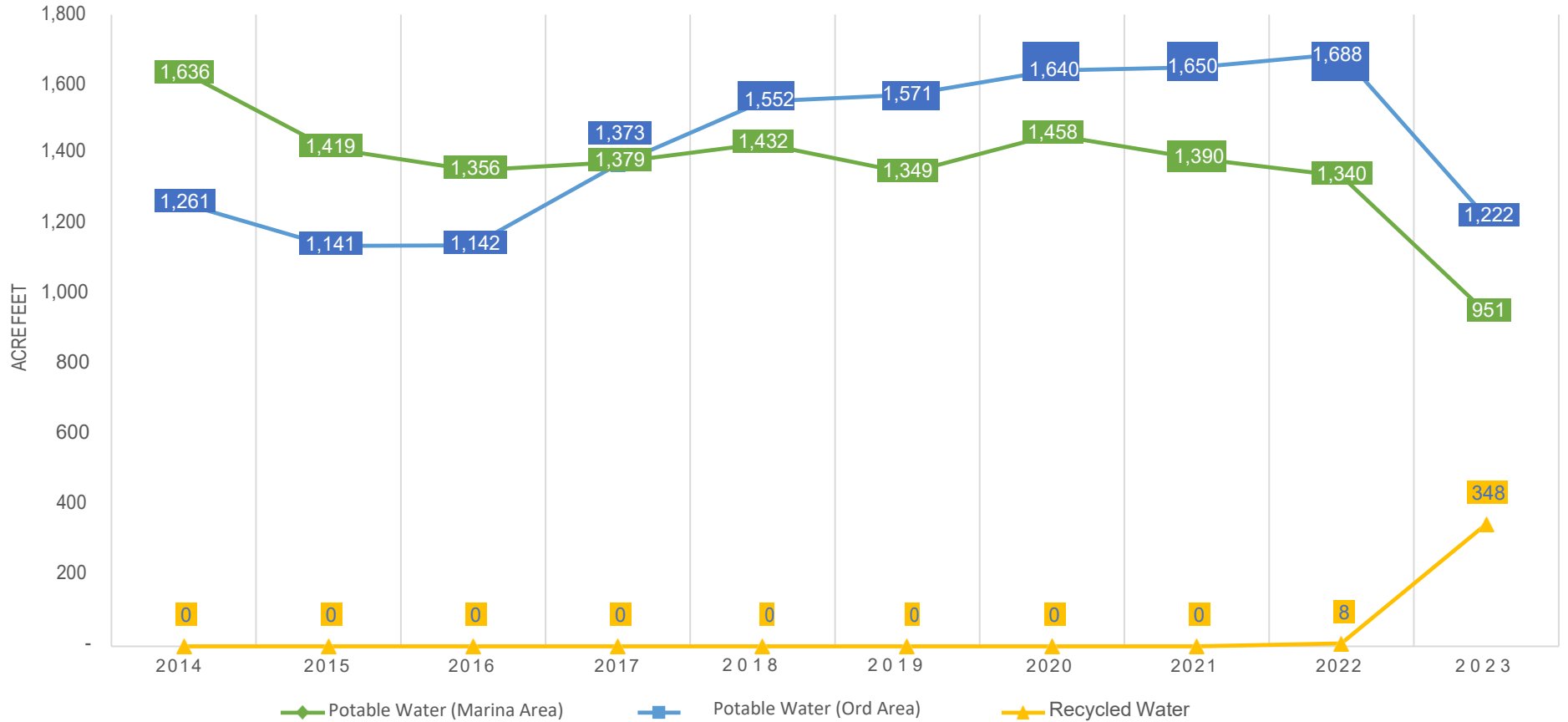
Recycled Water deliveries to the Blackhorse/Bayonet Golf Courses is 348 AFY for the year thus far.

Informational annotations for the data included in the report are as follows:

- Almost no rain in July, August, and September helped dry out landscapes throughout the community. Additionally, we experienced a few days of heavy fog. Actual rainfall for the calendar year-to-date is now below average at 13.28” inches compared to the historical average of 14.98” inches.
- This comparison data does not encompass the entire year, as the data only extends up to September 2023 and lacks information for the last three months of the year.

As the State continues to emerge from severe drought this year and the District reverted to Stage One of its Water Shortage Contingency Plan (to normal water year conditions) the consumption for the District for the year has remained below the three and five-year running averages. This is due to the wet conditions and generally mild weather the District service area has enjoyed this year.

MARINA COAST WATER DISTRICT 10-YEAR COMPARISON ANNUAL CONSUMPTION IN ACRE FEET



AREA	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Potable Water (Marina Area)	1,636	1,419	1,356	1,379	1,432	1,349	1,458	1,390	1,340	951
Potable Water (Ord Area)	1,261	1,141	1,142	1,373	1,552	1,571	1,640	1,650	1,688	1,222
Recycled Water	-	-	-	-	-	-	-	-	8	348
Totals	2,897	2,560	2,498	2,752	2,984	2,920	3,098	3,039	3,036	2,521



Marina Coast Water District
10 Year Annual Consumption as of September 30, 2023

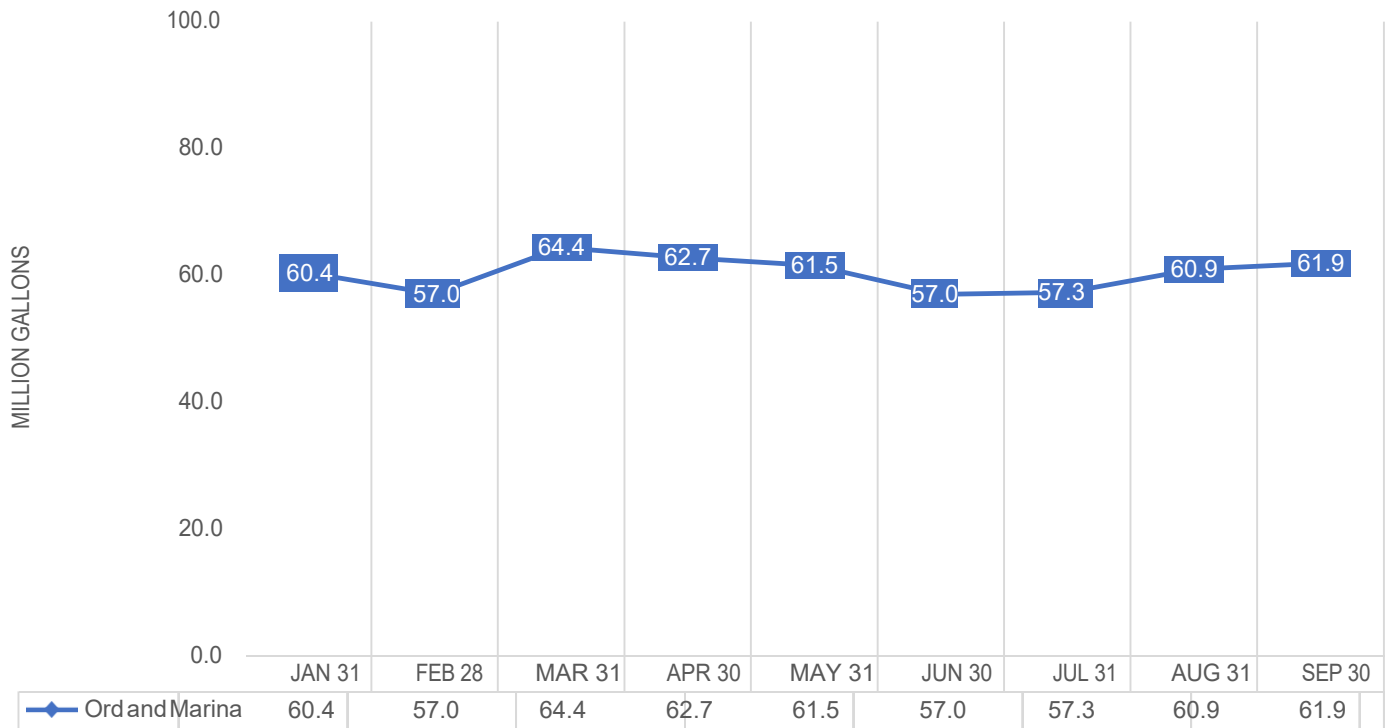
Metered Consumption

Boundary	Subdivision	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	2022 Consumption	2023*	3Yr Running Avg.	5Yr Running Avg.	Allocation
POTABLE WATER														
Boundary: Central Marina														
Central Marina	Central Marina	1,599.58	1,388.97	1,327.45	1,349.94	1,400.84	1,315.11	1,402.34	1,343.71	1,308.04	918.83			
Central Marina	East Ridge	10.15	8.16	7.92	8.04	8.18	9.30	8.92	8.14	8.68	5.73			
Central Marina	MarinaConstruction	-	-	-	-	-	3.33	23.28	14.94	1.52	10.67			
Central Marina	MB Estates II	12.27	9.74	9.40	9.61	10.66	9.10	10.17	9.55	9.29	6.69			
Central Marina	MB Estates III	3.86	3.17	2.73	2.95	3.46	4.00	4.20	3.79	3.71	2.68			
Central Marina	Sea Breeze	10.27	9.02	8.81	8.80	8.91	7.92	8.87	9.83	9.10	6.42			
Total Central Marina		1,636.13	1,419.05	1,356.31	1,379.33	1,432.05	1,348.77	1,457.78	1,389.95	1,340.35	951.03	1,227.11	1,297.58	3,190.00
Boundary: FOArmy														
FOArmy	Army	22.84	19.39	25.05	24.51	26.59	26.71	22.47	18.75	16.98	12.05			
FOArmy	Fitch Park	66.31	60.20	56.96	97.06	101.43	102.71	105.04	96.03	97.84	66.48			
FOArmy	Hayes Park	71.18	53.40	46.78	53.23	59.12	53.65	51.37	49.65	47.23	31.87			
FOArmy	Marshall Park	-	-	-	5.66	56.31	59.42	56.48	56.84	56.12	40.19			
FOArmy	Ord Kidney	80.47	71.44	70.02	70.14	83.27	108.33	128.11	116.49	108.94	90.97			
FOArmy	Stillwell Park	28.44	33.74	23.91	21.47	32.05	50.20	45.78	44.89	58.45	50.32			
Total FOArmy		269.25	238.17	222.71	272.07	358.76	401.03	409.26	382.64	385.55	291.88	353.36	374.07	1,577.00
Boundary: FOCounty														
FOCounty	County	3.00	3.17	5.40	8.78	4.91	5.01	1.04	2.10	2.45	2.69			
FOCounty	CountyConstruction	-	-	0.68	-	0.86	-	-	-	-	-			
FOCounty	EastGarrison	35.21	71.61	65.92	136.90	175.55	202.19	225.57	219.40	212.59	143.55			
Total FOCounty		38.21	74.78	72.00	145.68	181.32	207.20	226.62	221.50	215.03	146.24	194.26	203.32	710.00
Boundary: FOCSUMB														
FOCSUMB	CSUMB	152.68	104.04	97.61	128.61	130.90	113.71	86.87	117.16	161.91	107.81			
FOCSUMB	Frederick Park	63.02	65.91	67.34	63.52	56.50	42.83	30.22	32.67	38.26	27.00			
FOCSUMB	Schoonover I	105.32	102.44	97.96	98.39	103.86	99.17	101.81	94.37	74.84	58.15			
FOCSUMB	Schoonover II	23.92	20.69	20.15	23.84	26.73	21.77	23.47	20.61	18.92	12.89			
Total FOCSUMB		344.95	293.08	283.06	314.36	317.98	277.48	242.37	264.81	293.93	205.84	254.86	256.89	1,035.00
Boundary: FOMarina														
FOMarina	Abrams HAuthor	8.98	8.39	9.43	10.77	12.02	5.90	7.16	5.09	2.79	2.81			
FOMarina	Abrams Interim	4.92	3.89	3.75	4.12	4.56	3.43	5.15	4.74	4.42	4.11			
FOMarina	Abrams Park	56.92	44.20	39.54	50.91	54.50	52.45	47.92	45.30	42.47	31.21			
FOMarina	Dunes CHOMP	9.12	8.58	6.77	5.41	6.88	6.42	3.51	4.28	7.13	8.06			
FOMarina	Dunes Comm	14.28	12.71	14.06	30.12	32.89	30.66	25.43	30.53	32.45	22.82			
FOMarina	Dunes on MB Res	0.10	4.69	24.69	45.20	64.16	64.39	79.30	83.14	87.20	67.41			
FOMarina	Dunes UV Apts	28.85	33.97	20.23	23.56	23.86	23.85	20.72	23.60	19.82	13.54			
FOMarina	Dunes UVSpecPlan	3.52	1.98	2.45	3.24	2.25	1.34	0.88	0.71	0.79	0.77			
FOMarina	Dunes VA DOD	-	-	0.09	5.42	2.08	2.61	2.25	1.92	1.91	1.39			
FOMarina	Imjin Office Park	1.60	2.03	4.89	4.61	2.47	7.93	9.09	7.69	8.40	5.15			
FOMarina	Marina	13.80	16.99	31.61	31.54	33.71	33.89	21.60	23.69	36.51	25.06			
FOMarina	Marina Construc	-	-	-	-	-	-	-	-	-	1.67			
FOMarina	Marina Construction	-	-	-	-	-	-	-	-	0.02	1.03			
FOMarina	MarinaAirport	2.75	2.30	2.03	2.77	7.50	3.45	6.24	4.87	5.30	4.03			
FOMarina	MarinaConstruction	35.13	25.33	39.65	42.84	25.35	35.70	45.45	39.93	58.38	29.05			
FOMarina	MarinaRecreation	-	-	-	0.05	-	-	-	-	-	-			

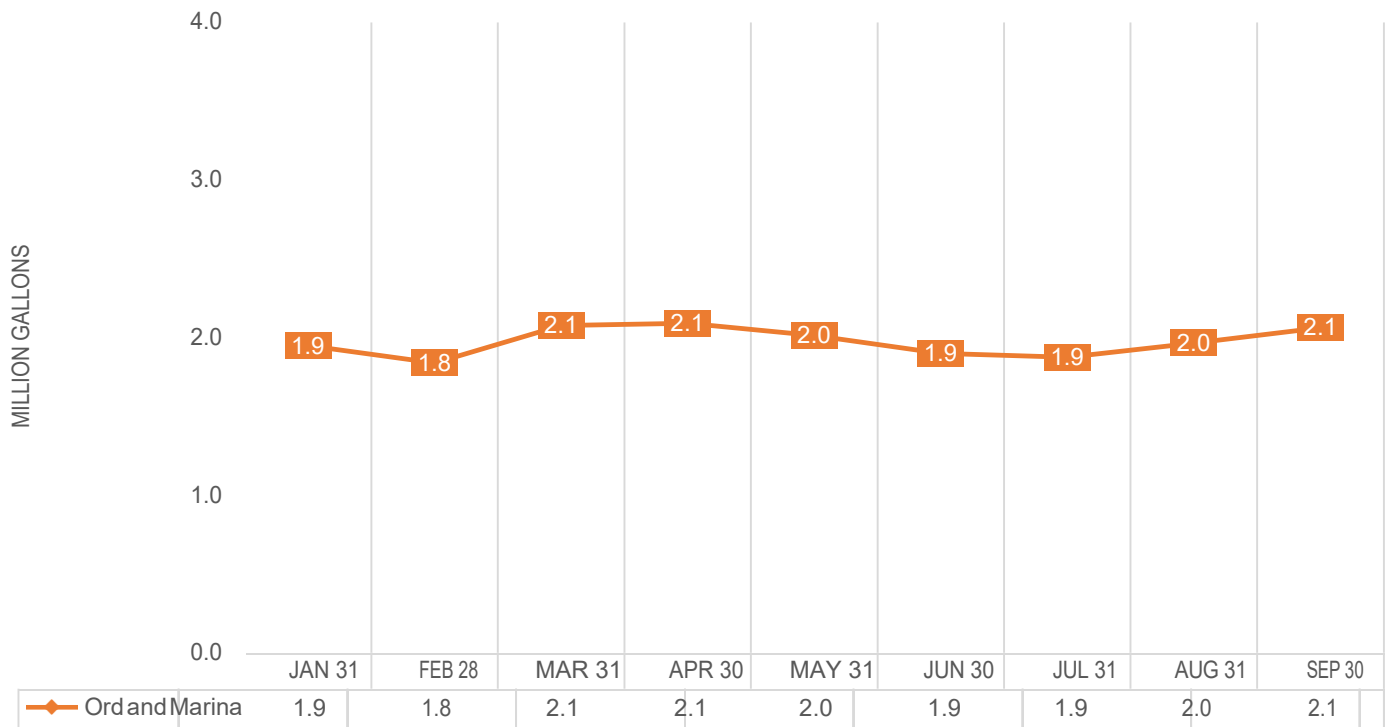
Boundary	Subdivision	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption C	2022 Consumption	2023* Consumption	3Yr Running Avg.	5Yr Running Avg.	Allocation
FOMarina	Preston Park	83.30	51.93	51.63	56.29	61.31	55.97	66.12	63.13	61.73	40.11			
FOMarina	Preston Shelter	5.85	5.43	6.63	5.83	5.92	5.06	4.16	7.25	7.65	5.38			
FOMarina	School	3.34	4.54	1.93	1.95	2.27	2.72	2.64	1.44	1.81	0.16			
FOMarina	SeaHaven	7.49	7.34	10.02	23.37	37.67	61.92	75.21	74.77	103.06	82.09			
Total FOMarina		279.97	234.28	269.41	348.01	379.41	397.68	422.82	422.07	481.86	345.83	416.59	414.05	1,325.00
Boundary: FOSeaside														
FOSeaside	Bay View	79.48	44.24	46.43	57.97	51.60	46.94	57.50	56.77	48.11	39.66			
FOSeaside	Marina Coast Water Distr	-	-	-	-	-	0.04	0.08	0.82	1.32	0.62			
FOSeaside	School	39.80	50.02	48.91	30.95	43.57	44.06	58.89	71.24	62.50	52.75			
FOSeaside	Seaside	4.17	3.91	7.08	5.97	8.06	2.24	3.21	6.51	7.18	7.30			
FOSeaside	Seaside Construction	-	-	-	-	-	-	-	-	-	0.01			
FOSeaside	Seaside Resort	0.63	0.51	0.89	0.98	1.23	1.21	1.89	1.15	1.21	0.96			
FOSeaside	Seaside Soper	12.70	9.58	9.30	8.50	9.12	8.13	11.04	7.94	8.96	5.53			
FOSeaside	SeasideConstruction	11.39	18.86	14.39	13.41	13.65	8.64	9.64	35.60	14.05	3.68			
FOSeaside	SeasideHighland	134.27	123.69	109.28	114.89	126.20	116.47	134.89	125.56	118.11	84.55			
FOSeaside	Sun Bay	44.95	48.70	57.89	58.66	59.44	59.13	61.21	51.80	45.00	32.01			
FOSeaside	The Enclave at Cypress	-	-	-	-	-	-	-	-	4.25	4.04			
Total FOSeaside		327.39	299.51	294.17	291.33	312.86	286.85	338.35	357.41	310.68	231.11	299.73	304.88	1,012.50
Boundary: FOUCMBES														
FOUCMBES	UCMBest	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	1.02	0.95			
Total FOUCMBES		1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	1.02	0.95	1.01	0.98	230.00
Total Ord Community		1,260.88	1,140.75	1,142.10	1,372.75	1,552.13	1,571.34	1,640.15	1,649.50	1,688.07	1,221.86	1,519.81	1,554.19	5,889.50
RECYCLED WATER														
Boundary: GolfCourse														
	Golf Course	-	-	-	-	-	-	-	-	7.62	348.34			
		-	-	-	-	-	-	-	-	7.62	348.34	177.98	71.19	230.00
Grand Total		2,897.01	2,559.80	2,498.41	2,752.09	2,984.18	2,920.11	3,097.93	3,039.45	3,028.43	2,521.24	2,924.91	2,921.43	9,309.50

* Consumption as of Period 9 2023

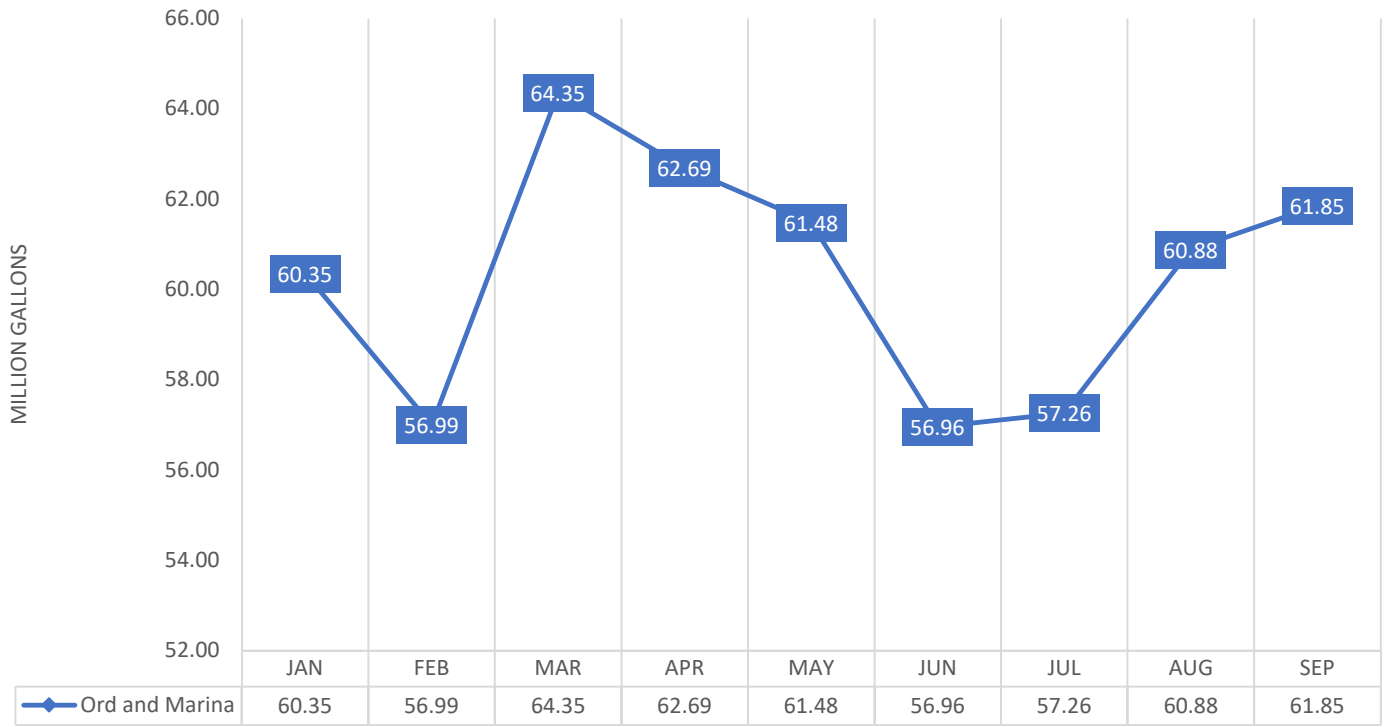
TOTAL MONTHLY SEWER FLOWS BY MONTH (ORD AND MARINA COMBINED)



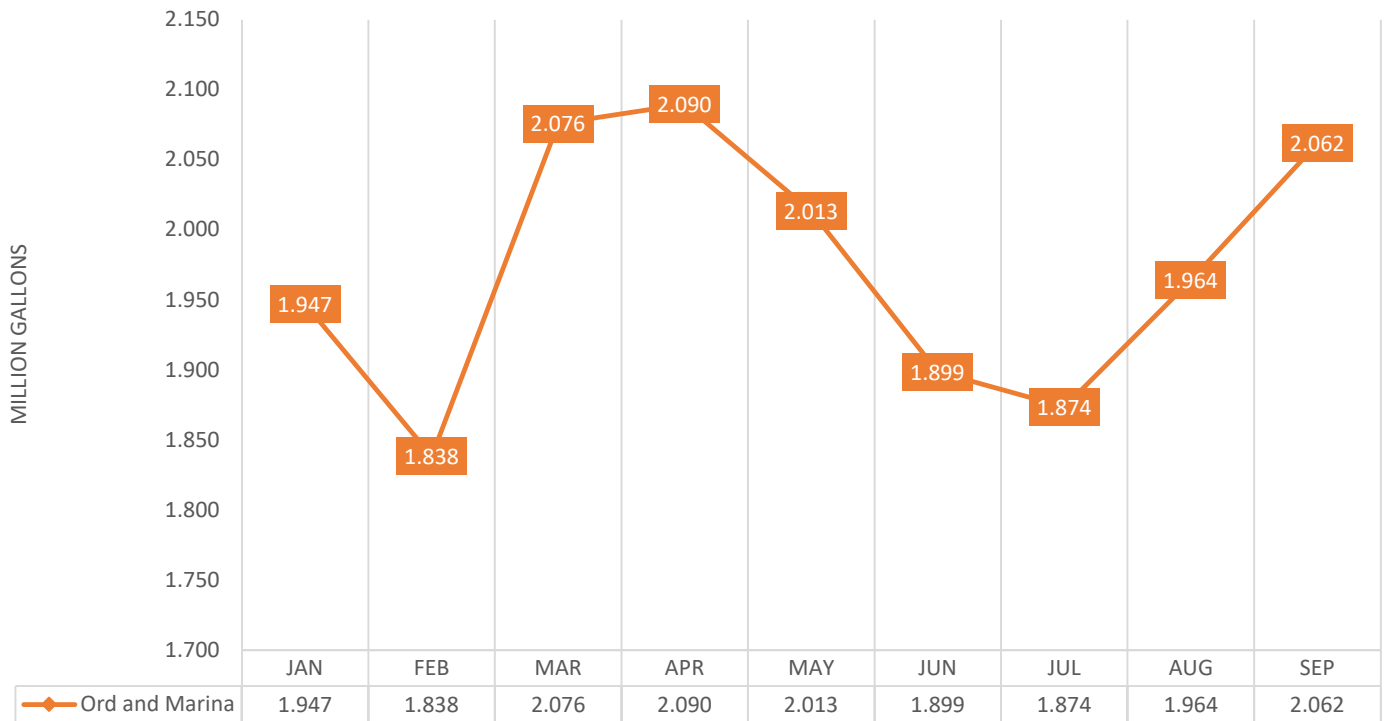
AVERAGE DAILY SEWER FLOWS BY MONTH (ORD AND MARINA COMBINED)



TOTAL MONTHLY SEWER FLOWS BY MONTH (ORD AND MARINA COMBINED)



AVERAGE DAILY SEWER FLOWS BY MONTH (ORD AND MARINA COMBINED)



Marina Coast Water District Staff Report

Agenda Item: 9-F

Meeting Date: October 16, 2023

Prepared By: Garrett Haertel, PE

Approved By: Remleh Scherzinger, PE

Agenda Title: Capital Improvement Program – Project Update Report

Summary: Receive quarterly project update report on the current Capital Improvement Program (CIP).

The FY 2023-2024 Budget approved by the Board of Directors included improvements and expansion plans for existing water, recycled water, and wastewater collection systems. The following CIP update report provides project lists currently in design/construction based on the board adopted annual budget.

Projects listed include details on service area and system. For reference, the project number contains an identifier prefix for the appropriate cost center. The prefixes include:

- District-wide projects (WD) (Projects affecting all cost centers),
- General Water (GW) (General projects affect both service areas),
- Marina Water (MW),
- Ord Community Water (OW),
- General Sewer (GS) (General projects affect both service areas),
- Marina Sewer (MS),
- Ord Community Sewer (OS),
- Recycled Water (RW), and
- Groundwater Sustainability Agency (GA).

The attached CIP Project Status Report lists active projects with project number, title, description, justification and status of progression through design and construction.

Within the 2023-2024 fiscal year approved budget there are a total of 32 projects included. Of the 32 currently budgeted projects; 16 are renewal and replacement, 11 are engineering improvement, 2 are for current development, 1 is for Recycled Water and 2 are for the Groundwater Sustainability Agency. Current fiscal year projects are being initiated and the mid-year CIP Update will include detailed budget and project status. In addition, District engineering staff is also working on 20 separate major development projects, 27 small development projects and the associated project review, coordination, and construction of infrastructure that has become or will become assets of the District.

The District CIP tool for budgeting, forecasting and tracking projects has aided in the development of a long-term, comprehensive CIP that can easily be modified to account for changing infrastructure demands and fiscal and construction environments. This tool also aids in understanding the financial impact of a planned CIP versus a reactionary run-to-failure approach.

During this quarter the largest project fully funded by the District within this fiscal year is the A1/A2 Tanks and B/C Booster Station project (GW-0112). The project consists of constructing

two 1.6-million-gallon tanks and a booster station. The project is located on the Cal State University Monterey Bay campus. Both new tanks are complete. The booster station pumps have been set and pump station electrical and controls and site distribution piping are under construction.

The Tate Park Lift Station (MS-2401) has a completed design for a 2 million gallon per day lift station to service areas of northern Marina and the Marina Station Development. The City of Marina has agreed to the site location and negotiations are on-going regarding easements. Once easements have been finalized a reimbursement agreement will be executed with the Marina Station developers and construction can then commence. This lift station will, in addition to serving Marina Station, reduce the quantity of sewage flowing west under California Highway 1 and near potential sensitive habitats.

Climate Adaptation: The District's goal is to provide projects that address climate change and improve the District's footprint on the environment. The myriad of FY20-23-2024 CIP projects accomplishes this in several ways. The Solar Array Project moves the District towards more sustainable energy consumption. The alternative water supply projects and planning help to protect groundwater in Marina by reducing the amount of groundwater that must be extracted from the Salinas Valley Groundwater Basin, an aquifer that is vulnerable to seawater intrusion, drought and sea level rise associated with climate change. The ability to keep parks and public spaces green during drought conditions removes additional carbon from the atmosphere and provides a cooling effect on our communities, as well as habitat for local plant and animal species. Other water and wastewater system improvement projects provide overall system reliability and reduce the potential liability of impacts to the sensitive local environment and inefficient operation and overconsumption of resources.



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
1	WD-2401	IOP B Side Improvements Project	Complete the B-side suite at 920 Second Ave with board meeting rooms and offices	This project is needed to accommodate the consolidation of District staff locations and functions	Permitting	Patrick Breen	<ul style="list-style-type: none"> • Designs Complete • Permit Application submitted to the City
2	WD-2402	New Corp Yard	<ul style="list-style-type: none"> • Procurement and construction of new Corporation Yard to house O&M 	<ul style="list-style-type: none"> • Existing Corp yard is deteriorating • Equipment is receiving excessive damage due to exposure to the elements 	Design - 0%	Derek Cray	<ul style="list-style-type: none"> • Updates and Upgrades to existing site ongoing • Other potential locations being assessed
3	WD-2403	PLC Replacement Project	<ul style="list-style-type: none"> • Replace existing Programmable Logic Controllers that are no longer supported 	<ul style="list-style-type: none"> • PLCs are the main control hardware for the pump stations • Maintenance parts will be challenging to obtain following 2024 	Procurement – 0%	Derek Cray	<ul style="list-style-type: none"> • PLC order pending SCADA Phase 1 Project completion



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
4	WD-2308.1	SCADA Improvements Project (Phase 1)	<ul style="list-style-type: none"> • Complete rebuild of water and sewer SCADA systems • Addition of cellular back up, integration of micro switches at well 111 and 35, Marina Booster, and rebuild of I/O panel at E booster station 	<ul style="list-style-type: none"> • Enhances remote monitoring and control capabilities to improve efficiency and risk management 	Construction - 95%	Derek Cray	<ul style="list-style-type: none"> • Consultant continuing to update/upgrade system • Complete by end of 2023
5	WD-2308.2	SCADA Improvements Project (Phase 2)	<ul style="list-style-type: none"> • Includes: upgrade InTouch and interference screens, add pressuring, pump efficiency, power monitoring, new switches and alarms at multiple sites, chlorine dosing capabilities, cellular backup, alongside others 	<ul style="list-style-type: none"> • Enhances remote monitoring and control capabilities to improve efficiency and risk management 	Design – 10%	Derek Cray	<ul style="list-style-type: none"> • Project Phase awaiting completion of Phase 1
6	WD-2404	Security and Access Improvements Project	<ul style="list-style-type: none"> • Installation of systems to improve outside and on-premises security 	<ul style="list-style-type: none"> • Improve physical security to protect important data, confidential information, networks, software, equipment, facilities, assets, and personnel 	Design – 35%	Teo Espero	<ul style="list-style-type: none"> • Solicitation and selection of contractor and vendor to be complete by end of 2023



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
7	WD-2405	Solar Array	<ul style="list-style-type: none"> New solar array at Second Ave office 	<ul style="list-style-type: none"> Improve the Districts sustainable energy portfolio Potential to offset energy surplus costs 	Design – 25%	Garrett Haertel	<ul style="list-style-type: none"> Overall system demand and potential microgrid customers being assessed and solicited.
8	WD-2309	Water/Sewer Pipeline Renew/Replacement Program FY23/24	<ul style="list-style-type: none"> Replace failing and/or old pipeline through an annual program. 	<ul style="list-style-type: none"> Programmatic budgeting to provide Pipeline Replacement needs as identified to prevent systematic pipeline failures over time. 	Project Assessment	Garrett Haertel	<ul style="list-style-type: none"> Projects being assessed and identified as necessary
9	GW-2310	Castroville Water Pipeline Intertie	<ul style="list-style-type: none"> Production of a 30% design for the potential alignment of water service pipelines extending the existing MCWD distribution network to the Castroville Community Services District (CCSD). 	<ul style="list-style-type: none"> To complete an initial design of a pipeline with the determined alignment for water service pipelines extending MCWD’s distribution system to CCSD. 	Design – 0%	Dominique Bertrand	<ul style="list-style-type: none"> Design to commence January 2024



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
10	GW-2401	Inter-Garrison Rd Pipeline Upsizing	<ul style="list-style-type: none"> Construct new 18-inch pipeline segment to complete piping alignment upsizing Schoonover to East Garrison Approximately 1,800 LF 	<ul style="list-style-type: none"> Improves reliability of fire flows for East Garrison Community Existing pipe is outdated and undersized 	Design – 80%	Andrew Racz	<ul style="list-style-type: none"> Initial design complete by end of 2023
11	GW-2402	Booster Pumping Station Improvements Program FY23/24 (E booster station)	<ul style="list-style-type: none"> Conduct program improvements for renewal and replacement of infrastructure within existing booster stations 	<ul style="list-style-type: none"> Programmatic budgeting to provide Booster Pumping Station needs as identified to prevent systematic pump station failures over time. 	Project Assessment	Garrett Haertel	<ul style="list-style-type: none"> Projects being assessed and identified as necessary
12	GW-2403	RDP- Comprehensive Desal Improvements	<ul style="list-style-type: none"> Initial phase addresses program partnering and preliminary system planning Design and Construction of brine line discharge system 	<ul style="list-style-type: none"> Reduce reliance on groundwater pumping Increase supply availability and resiliency Supply for the Fort Ord area Improved groundwater sustainability through Salinas Valley Subbasin 	Design and Planning – 45%	Garrett Haertel	<ul style="list-style-type: none"> Potential Desalination Brine demand and feasibility assessment Overall Water Supply Portfolio Assessment



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
13	GW-2404	RDP- Reservation Rd. Desal Plant Renovation	<ul style="list-style-type: none"> Implement necessary renovations to enable operations 	<ul style="list-style-type: none"> Adding desal supply into the District's water supply portfolio Enhanced reliability and resilience 	Permitting – 15%	Garrett Haertel	<ul style="list-style-type: none"> Existing System Assessment Complete Comprehensive System Design and strategy preparation for permit application
14	GW-2405	Well Rehabilitation Program (Well 12 & Soft start at 30,31)	<ul style="list-style-type: none"> Clean column, install new pumps, and other down-hole efforts as needed. 	<ul style="list-style-type: none"> Maintain well supply reliability 	Construction and procurement – 20%	Dominique Bertrand	<ul style="list-style-type: none"> Well 12 activated and new issues discovered. Currently assessing new issues and well strategy
15	GW-2406	Fire Hydrant Replacement	<ul style="list-style-type: none"> Replace Ord Community hydrants Approximately 300-500 hydrants 	<ul style="list-style-type: none"> Existing hydrants are outdated, missing isolation valves, or are not the correct type (wet vs dry barrel) 	Design – 35%	Elijah Frendberg-Mates	<ul style="list-style-type: none"> O&M has assessed all hydrants and identified those with deficiencies Engineering is assessing the overall project scope and pricing to complete max upgrades in 2023/2024 Planning for overall program for continued project budgeting



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
16	GW-0112	A1/A2 Tanks BC Booster Improvements	<ul style="list-style-type: none"> • Two 1.6 MG A-Zone storage tanks • B/C – Zone BPS upgrade • Associated piping and facilities 	This project will provide water storage for Zone A in the Ord Community and Central Marina. The B and C booster pumps will pump water from Zone A tanks to Zones B and C tanks. It will provide needed storage and fire flows for the community.	Construction - 70%	Patrick Breen	<ul style="list-style-type: none"> • BC Pumphouse construction continues • Distribution pipeline under construction • Electrical work continues
17	GW-0123	B Tank 2 Project	<ul style="list-style-type: none"> • Adjacent to existing Zone B storage tank • Increase B-Zone storage capacity • Existing CSUMB Easement 	This project is to complete tank & piping design for the B Tank Project within existing CSUMB Easement	Design – 0%	Dominique Bertrand	<ul style="list-style-type: none"> • Initial site work complete • Design alternatives being assessed
18	OW-0341	Coe Ave Pipeline Upsizing for Seaside Resort	<ul style="list-style-type: none"> • New 12-inch pipeline to replace existing 8-inch deficient plastic • Install new PRV 	This project is needed to serve Enclave 3 and increase flow through existing PRV looping the southern edge of MCWD jurisdiction. Existing pipe is outdated, poorly located, and under size	Construction – 0%	Andrew Racz	<ul style="list-style-type: none"> • Project is designed, awaiting executed reimbursement agreement



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
19	OW-2401	Corp Yard Demo and Rehabilitation – Bldg Removal Fund	<ul style="list-style-type: none"> Supplemental blight removal and rehabilitation of buildings 	Project supplements budget need to remove/repair existing facilities at Corporation Yard. Decrease safety risk to staff associated with deteriorating buildings	Design – 10%	Garrett Haertel	<ul style="list-style-type: none"> Initial Site investigation complete Reviewing past site assessment
20	OW-0306	D-Zone Booster Pump Replacement	<ul style="list-style-type: none"> Replace one existing 50 HP (950 GPM) D-Zone Booster pump with a larger pump (100HP 2,000 GPM) to match specifications of remaining pump with new motor, pump and motor control center 	Currently 1 D-Zone Pump is undersized and near the end of useful life. Lacing with a larger pump will also extend the life of the remaining pump. MCC also needs replacement.	Procurement – 80%	Derek Cray	<ul style="list-style-type: none"> Pump is ordered Complete by end of FY
21	OW-0201	Giggling Road Water Pipeline Replacement	<ul style="list-style-type: none"> Install 2,300 LF of 12-inch water main 	This project will replace an existing 12" AC water main that has leaked and required repair numerous times.	Design – 10%	Andrew Racz	<ul style="list-style-type: none"> Initial Design consultant selected and project initiated
22	OW-2402	Ord Wastewater Treatment Plant Blight Removal – Bldg Removal Fund	<ul style="list-style-type: none"> Demolish Ord Wastewater Treatment Facility and remove blighted buildings 	This project honors commitments to State Parks, FOR A, and local community	Design – 10%	Garrett Haertel	<ul style="list-style-type: none"> Initial Site investigation complete Reviewing past site assessment



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
23	OW-0340	Water Pipeline in Seaside Resort McClure Road to Coe	<ul style="list-style-type: none"> • New 12-inch pipeline • Tie in Fairway Dr infrastructure to General Jim Moore Blvd 	<ul style="list-style-type: none"> • Needed to serve hotel, time-share, and residential • Allow adequate fire flows to hotel • Resolve low pressure issues on East Fairway Dr 	Design – 45%	Andrew Racz	<ul style="list-style-type: none"> • Project Initial design complete • Working with resort engineers and other golf course developers on comprehensive design strategy
24	GS-2401	Lift Station Wetwell Lining Program (LS #2)	<ul style="list-style-type: none"> • Programmatic replacement or addition of wetwell lining at sewer lift stations. 	<ul style="list-style-type: none"> • Protects concrete from deterioration • Severe deterioration can lead to failure of lift station 	Project Assessment	Garrett Haertel	<ul style="list-style-type: none"> • Projects being assessed and identified as necessary
25	GS-2402	Lift Station Improvement Program FY23/24 (Reservation Dr. LS)	<ul style="list-style-type: none"> • Programmatic lift station renewal and replacement efforts to maintain successful operation 	<ul style="list-style-type: none"> • Maintain operation and reduce risk of spills 	Project Assessment	Garrett Haertel	<ul style="list-style-type: none"> • Projects being assessed and identified as necessary
26	MS-2401	Tate Park LS	<ul style="list-style-type: none"> • Installation of new sanitary sewer lift station and associated gravity and force mains. Proposed location is southwest corner of Tate park 	<ul style="list-style-type: none"> • Needed to serve the Marina Station development and existing Central Marina customers • Existing site is under sized and poorly located Location improves resiliency against climate change 	Design – 90%	Andrew Racz	<ul style="list-style-type: none"> • Lift station designed, completing final station location with City



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
27	OS-0210	1 st Ave Gravity Main	<ul style="list-style-type: none"> Rehabilitation of the existing 30-inch sanitary sewer pipeline using CIPP trenchless technology 3,100 LF 	<ul style="list-style-type: none"> Existing pipeline is far outdated and in poor condition 	Design – 0%	Andrew Racz	<ul style="list-style-type: none"> Project initiation by end of 2023
28	OS-0348	Odor Control Program (Imjin parkway LS)	<ul style="list-style-type: none"> Conduct programmatic odor control activities as sites are identified. 	Ongoing programmatic odor control efforts reduce corrosive environments that deteriorate sewer infrastructure and efforts also address public concerns at identified location.	Design - 85%	Andrew Racz	<ul style="list-style-type: none"> Project odor control designed Appurtenance design initiated with on-call contract
29	OS-2305	Manhole Rehab and Lining Lightfighter 21 Manholes	Rehabilitate and line 21 sewer manholes along Lightfighter Dr.	<ul style="list-style-type: none"> Manholes are deteriorated and need refurbishment to extend asset life. 	Design – 0%	Andrew Racz	<ul style="list-style-type: none"> Project initiation by end of 2023
30	RW-2401	ATW Irrigation Connection at Armstrong ranch	<ul style="list-style-type: none"> Construction of turnout off an existing stub-out of the RUWAP main 	<ul style="list-style-type: none"> Allow access to recycled water at this location Allow for early stage recycled water monitoring through sensors 	Design – 45%	Dominique Bertrand	<ul style="list-style-type: none"> Initial design complete Final design by end of 2023



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
31	GA-2401	Indirect potable Reuse Program - Sand Tank	<ul style="list-style-type: none"> • Programmatic plan, design, and construction of indirect potable reuse system. • 400LF of pipeline to connect to treated recycled water main, injection well, and appurtenances 	<ul style="list-style-type: none"> • Current regulatory climate indicating direct potable reuse to be approved • Project will increase water supply portfolio if DPR approved 	Design – 0%	Patrick Breen	<ul style="list-style-type: none"> • Preliminary Project Design to be complete by end of FY2023-2024
32	GA-2402	Install Monitoring Wells	<ul style="list-style-type: none"> • Address monitoring data gaps in the Monterey/Ord management area 	<ul style="list-style-type: none"> • Address areas of missing data • Analyze future feasibility of projects requiring study of the aquifer 	Design – 0%	Partick Breen	<ul style="list-style-type: none"> • Monitoring Well locations being determined

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-A

Meeting Date: October 16, 2023

Prepared By: Mary Lagasca

Approved By: Remleh Scherzinger

Agenda Title: Accept the Annual Comprehensive Financial Report and the Independent Auditor's Report for the Fiscal Year ended June 30, 2023

Staff Recommendation: Accept the Annual Comprehensive Financial Report and the Independent Auditor's Report for the fiscal year ended June 30, 2023.

Background: *Strategic Plan, Objective 3.4 Close and Audit financial statements in a timely manner.*

California Government Code Section 26909 requires the County Auditor to either make or contract with a certified public accountant or public accountant to perform an annual audit of the accounts and records of every special district within the county for which an audit by a certified public accountant or public accountant is not otherwise provided unless an audit by a certified public accountant has been arranged by the District.

On June 15, 2015, the Board adopted Resolution No. 2015-28 approving a 3-year contract with the Pun Group for a not-to-exceed amount of \$24,000 per year to provide annual audit services to the District. Due to the prolonged settlement of litigation regarding the District's Regional Desalination Project (RDP), the Pun Group's contract with the District was extended for Fiscal Years 2017-2018, 2018-2019, and 2019-2020. Having been the audit firm for the District for the past several years, the Pun Group had extensive knowledge and background with regards to the RDP and therefore was best suited to provide audit services to the District.

With the settlement of the RDP litigation completed on March 10, 2021, District staff issued a Request for Proposals (RFP) for audit services on May 24, 2021, with a proposal due date of June 10, 2021. Nine (9) proposals were received and evaluated by staff. The top three (3) ranked proposals were reviewed by the General Manager and the Pun Group was determined to be the top choice. On August 2, 2021, the Board adopted Resolution No. 2021-43 approving a 1-year contract with the Pun Group to provide annual audit services to the District for FY 2020-2021 with an option to renew for FY 2021-2022, and FY 2022-2023.

Discussion/Analysis: The ACFR is an extensive report summarizing the financial activities of the District that occurred from July 1, 2022, through June 30, 2023, and is divided into three sections: Introductory, Financial, and Statistical Sections.

The introductory section contains a Letter of Transmittal, awards and achievements, organizational chart, and directory of officials. The letter of transmittal includes a brief overview of the District, its policies, and how the District controls its finances.

The financial section contains the Management's Discussion and Analysis report. This analysis illustrates the basic financial operations of the District in a more detailed manner than is found in the Letter of Transmittal. Also included in this section are the Independent Auditor's Report and the Basic Financial Statements and Notes to the Financial Statements.

The final section of the report is a compilation of statistical schedules for the last ten years that depict various trends and general information of the District.

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the District for its ACFR for the fiscal year ended June 30, 2021. This is the fourteenth consecutive year that the District has received this prestigious award. As to this date, GFOA has not released the list of awardees for the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2021-22. The District is confident that we will receive the award for FY2021-22. In order to be awarded a Certificate of Achievement, the District had to publish an easily readable and efficiently organized ACFR that satisfied both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. Staff believes that the District's current ACFR continues to meet the Certificate of Achievement Program's requirements and is submitting it to GFOA to determine its eligibility for another certificate.

Kenneth Pun, Managing Partner of the Pun Group, LLP, Partner in charge of the District's audit team will be available at the Board meeting to answer any questions on their audit report and the District's ACFR.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not Applicable.

Financial Impact: _____Yes X No **Funding Source/Recap:** None.

Material Included for Information/Consideration: The Annual Comprehensive Financial Report for the fiscal year ended June 30, 2023 is provided separately.

Action Required: _____Resolution X Motion _____Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-B

Meeting Date: October 16, 2023

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger, PE

Agenda Title: Consider Adoption of Resolution No. 2023-46 to Approve a Professional Services Agreement with Denise Duffy & Associates for Environmental Consulting Services Related to Annexation

Staff Recommendation: Adopt Resolution No. 2023-46 to Approve a Professional Services Agreement (PSA) with Denise Duffy & Associates (DDA) for a total not-to-exceed amount of \$43,949 for environmental consulting services related to annexation; and authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

Background: *Strategic Plan, Mission Statement – To provide our customers with high-quality water, wastewater collection, and conservation services at a reasonable cost, through planning, management, and the development of water resources in an environmentally sensitive manner.*

Staff has identified three areas and/or parcels for the Board to consider annexing into the District. The annexation of these parcels is recommended because the area/parcels are either District owned property, where the District is already providing service, or have an agreement in place to be annexed into the District. The three areas or parcels are:

1. Marina Coast Water District property located north of the current District boundaries adjacent to the Monterey One Water Wastewater treatment plant. The 224-acre parcel was purchased by the District in 2010. The District currently has water and recycled water facilities on the property.
2. The Bureau of Land Management facility located on the former Ft. Ord, formerly known as Huffman’s Ranch, where MCWD currently has storage infrastructure and provides service.
3. California Department of Parks and Recreation lands along coast from Marina to Sand City where MCWD provides service and has an agreement that includes the annexation of these lands into the District. The MCWD Board and the Department agreed that these parcels would be annexed into the District via execution of the “First Amendment to the Memorandum of Agreement between Marina Coast Water District and the California Department of Parks and Recreation” adopted by the MCWD Board via Resolution No. 2023-28 in July 2023.

Amending the District sphere of influence and service area boundary is an action under the Local Agency Formation Commission of Monterey County (LAFCO). To prepare the necessary documents to apply for these areas to be annexed, staff is recommending a professional services agreement with DDA for a not to exceed amount of \$43,949 plus a 10% contingency amount of \$4,395. Please find the scope of work as an attachment to the PSA.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal counsel has reviewed the PSA.

Climate Adaptation: Not applicable

Financial Impact: Yes No **Funding Source/Recap:** Funding for this Professional Services Agreement and contingency will be funded from the FY 2023/2024 Administration Consulting Services account, with a current balance of \$315,259. After this PSA and contingency are utilized the balance for the account will be \$266,915.

Other Considerations: The Board can choose not to authorize the PSA.

Materials Included for Information/Consideration: Resolution No. 2023-46; map of proposed annexation areas; and, Draft Professional Services Agreement with DDA Proposed Work Authorization included as an appendix.

Action Required: Resolution Motion Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

October 16, 2023

Resolution No. 2023-46
Resolution of the Board of Directors
Marina Coast Water District

Approving a Professional Services Agreement with Denise Duffy & Associates
for Environmental Consulting Services Related to Annexation

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on October 16, 2023, at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, the Marina Coast Water District owns property located north of the current District boundaries adjacent to the Monterey One Water Wastewater treatment plant. The 224-acre parcel was purchased by the District in 2010 and used to be a portion of the Armstrong Ranch; and,

WHEREAS, Marina Coast Water District currently serves the Bureau of Land Management facility located on the former Ft. Ord formerly known as Huffman’s Ranch; and,

WHEREAS, the California Department of Parks and Recreation owns lands along coast from Marina to Sand City where MCWD provides service and has an agreement to annex these lands into the District; and,

WHEREAS, Denise Duffy & Associates staff is familiar with the Marina Coast Water District, has demonstrated extensive knowledge related to Monterey County LAFCO processes related to Annexation; and District staff believes that the monetary resource proposed herein is reasonable given the complexities of the work.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby:

1. Adopt Resolution No. 2023-46 approving a Professional Services Agreement with Denise Duffy & Associates plus a 10% contingency.
2. Authorize the General Manager to execute the Professional Services Agreement with Denise Duffy & Associates for environmental consulting services related to annexation and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution, the total dollar amount not-to-exceed \$48,344.

PASSED AND ADOPTED on October 16, 2023, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

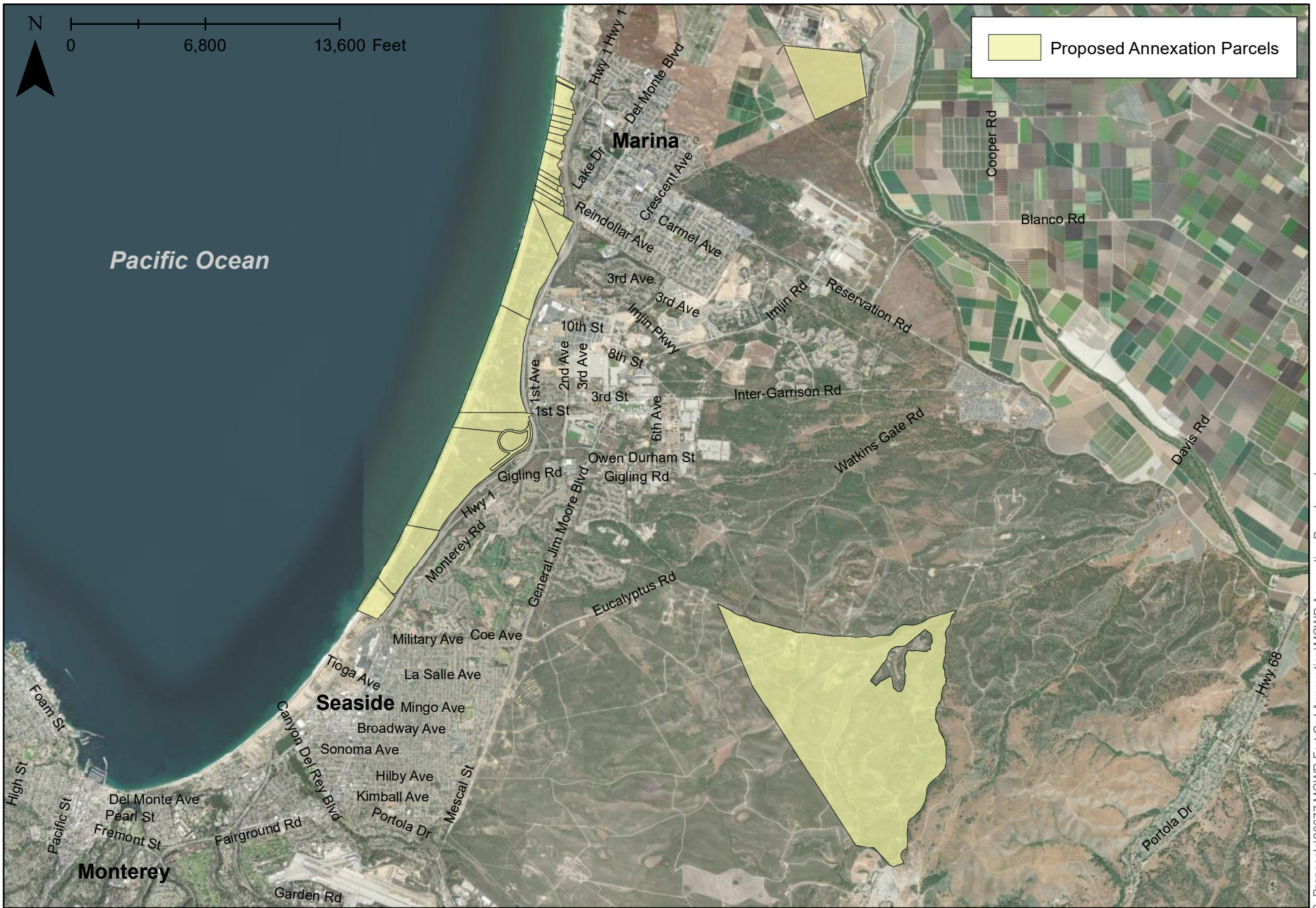
ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-46 adopted October 16, 2023.

Remleh Scherzinger, Secretary



Proposed MCWD Annexation Parcels

Date
10/10/2023
Scale
1 in = 6,000 ft



Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND DENISE DUFFY & ASSOCIATES FOR ENVIROMENTAL CONSULTING
SERVICES RELATED TO ANNEXATION

Funding No. TBD

Task No. TBD

THIS AGREEMENT, made and entered into this _____, by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and DENISE DUFFY & ASSOCIATES, with its principal offices at 947 Cass Street, Suite 5, Monterey, CA 93940 hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to Environmental Consulting Services Related to Annexation with a scope generally defined by Consultant's Proposal presented in Appendix A; and

WHEREAS, DISTRICT is desirous of engaging the services of said CONSULTANT to perform or furnish said services.

WHEREAS, CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said DISTRICT and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I - PROFESSIONAL ENGAGEMENT

DISTRICT hereby engages DENISE DUFFY & ASSOCIATES as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent PROFESSIONAL CONSULTANT and related services as set forth herein. CONSULTANT may retain qualified subconsultants to assist in the performance of professional services. DISTRICT shall be notified prior to CONSULTANT subcontracting such services and sufficient time shall be provided to allow DISTRICT to review the subconsultant's qualification. Should DISTRICT, based upon reasonable cause, not accept any such subcontractor or subconsultant for use on the Project, DISTRICT shall so notify CONSULTANT within five (5) days following DISTRICT 's receipt of such notice from CONSULTANT, and CONSULTANT shall not subcontract with any such subcontractor or subconsultant for the

Project. DISTRICT shall have the right at any time to revoke its acceptance (whether given affirmatively or by its failure to object within said five (5) day period) of any subcontractor or subconsultant on the basis of reasonable cause, in which case CONSULTANT shall submit an acceptable substitute and a Task Order equitably adjusting CONSULTANT's compensation will be issued. No acceptance of any subcontractor or subconsultant shall waive: (1) DISTRICT's right not to accept defective services performed or furnished for CONSULTANT by said subcontractor or subconsultant; or (2) any other right or remedy DISTRICT has under this Agreement, including but not limited to its rights to suspend or terminate services under this Agreement.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint venturer of DISTRICT. CONSULTANT shall have the exclusive supervision, direction and control of all employees, subconsultants, subcontractors, suppliers, materials, equipment and facilities employed, contracted with or used by, CONSULTANT in performing or furnishing services under this Agreement.

ARTICLE II - SCOPE OF SERVICES

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Amendment(s) pursuant hereto which will authorize CONSULTANT to perform Monterey Subbasin GSP Implementation services related to the project. Unless modified in writing by both parties through an Amendment, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. (**NOTE: ANY ADDITIONAL FEES ASSOCIATED WITH SERVICES NOT INCLUDED IN APPENDIX A MUST BE DEFINED AND AGREED TO BY OWNER IN WRITING PRIOR TO INITIATION OF THESE SERVICES.**)

ARTICLE III – GENERAL PROVISIONS

A. The CONSULTANT shall perform its Services consistent with and limited to the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

B. The CONSULTANT hereby represents that all work described herein shall be performed only by persons under the supervision of a person who is currently licensed to perform such work and that to the best of its professional ability, all work shall be performed in accordance with applicable Federal, State, and local laws and regulations.

C. The CONSULTANT shall not discriminate in employment practices, in the performance of the terms of this Agreement, either directly or indirectly, on the grounds of race, color, religion, sex, age, or national origin, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

- A. The General Manager of the DISTRICT shall forward an executed copy of this Agreement to the CONSULTANT within ten (10) days of execution of this Agreement by the DISTRICT.

ARTICLE IV: COOPERATION BY DISTRICT

DISTRICT shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for CONSULTANT to perform or furnish services under this Agreement; providing relevant material available from DISTRICT 's files such as maps, drawings as available (WHETHER OR NOT AS-BUILT DRAWINGS), records, and operation and maintenance information; serving all notices; attending all hearings; payment of all permit and other required fees associated with the Project; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. The CONSULTANT will be entitled to rely on the accuracy and completeness of the information furnished by the DISTRICT.

DISTRICT shall be responsible for providing legal services which it deems necessary for the Project including review of contract documents, public advertising and contract letting. DISTRICT shall pay fees for utility services to the Project.

DISTRICT shall appoint Patrick Breen as DISTRICT's REPRESENTATIVE with respect to the services to be performed under this Agreement. DISTRICT'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define DISTRICT's policies. CONSULTANT shall be entitled to rely on representations made by DISTRICT's REPRESENTATIVE unless otherwise specified in writing by DISTRICT.

Article V – SCHEDULE

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A. CONSULTANT will exert all reasonable efforts to perform or furnish all services under this Agreement in accordance with said schedule.

DISTRICT will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A. Neither party shall hold the other responsible for damages caused by, arising out of or resulting from delays in performance caused by acts of God, strikes, lockouts, or events beyond the control of the other party.

Article VI – LITIGATION

The Agreement does not require CONSULTANT to prepare for or appear as a witness in any litigation or alternative dispute resolution proceeding on behalf of DISTRICT, other than as specified in Appendix A, except in consideration of additional reasonable compensation negotiated as part of an Amendment specifically issued for such purpose. Notwithstanding the preceding, CONSULTANT shall participate without additional compensation in any litigation or alternative dispute resolution proceeding in which CONSULTANT is a party or in which a claim is made against DISTRICT based in whole or in part on CONSULTANT's negligence, professional errors or omissions, breach of contract or deficiencies in CONSULTANT's design or performance hereunder.

ARTICLE VII: COMPENSATION

Payment for the engineering services set forth in Appendix A and specific executed Amendment(s) shall be made by DISTRICT to CONSULTANT and shall be considered as full compensation for such services and all personnel, materials, supplies, and equipment used and costs incurred in carrying out such services. In no event shall the amount of compensation exceed the total fee specified in Appendix A without approval from the DISTRICT.

A. If payment for services performed or furnished under terms of Appendix A and/or Amendment(s) is to be on a lump sum basis, compensation shall be as described below:

1. Appendix A and/or Amendments must specify that the work is to be performed on a lump sum basis.
2. Compensation to CONSULTANT shall be a lump sum amount specified in Appendix A and Amendment(s).
3. Payments shall be monthly, based on percent completion. As each payment is due, a statement describing the services which have been performed or furnished and listing the percentage of completion and the total amount of prior payments paid by DISTRICT shall be submitted to DISTRICT. Payment shall be made for the balance due under such statement, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

B. If payment for services performed or furnished under terms of Appendix A and/or Amendment(s) is to be on a time and expense reimbursable basis, with a total cost not-to-exceed, compensation shall be as described below:

1. Appendix A and/or Amendments must specify that the work is to be performed on a time and expenses basis with a total cost not-to-exceed.
 2. Compensation to CONSULTANT shall be on a time and expense reimbursement basis in accordance with CONSULTANT's Schedule of Charges. A current copy of the Schedule of Charges will be included with each Amendment.
 3. Payments for services provided by CONSULTANT on a time and expense basis shall be made monthly by the DISTRICT based on an itemized invoice from CONSULTANT which lists actual costs and expenses or units of work performed on the Project in the immediately preceding month. Such payments shall be for the invoice amount, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.
 4. A budget for compensation for services provided by CONSULTANT on a time and expense basis will be established in the Compensation section of Appendix A and/or the Amendment. The budget established shall not be exceeded without DISTRICT's written authorization.
 5. The budget may be increased by Amendment if necessary to complete the scope of work. If appropriate, CONSULTANT will advise DISTRICT of the anticipated expenditure over the budgeted amount at the fifty (50) percent completion point of the Amendment work and request additional budget authorization.
 6. Amendments using a time and expense reimbursement should be limited in scope. The product of these Amendment(s) should adequately define the specific scope and effort necessary to achieve the necessary addition/modification and develop a lump sum proposal for the required engineering services.
- C. CONSULTANT's final statement or invoice for any services which include construction, or the final statement or invoice for the Project, whichever occurs earlier in time, shall include properly completed and executed Releases of Liens and Claims (see Appendix C). Payment of any invoice not satisfying these requirements may be withheld until the requirements has been satisfied.
- D. The CONSULTANT shall submit itemized statement or invoice of costs to the DISTRICT for each month that work is performed. The DISTRICT shall pay the CONSULTANT by the 25th of the month for invoices and itemized statements

submitted by the first day of the same month. Payments are due upon receipt of a statement or invoice prepared in a manner acceptable to DISTRICT and approved by DISTRICT.

ARTICLE VIII: RECORDS

The CONSULTANT shall keep and maintain accurate records of costs incurred, and the time expended relating to all services to be compensated hereunder. All records shall be available to the DISTRICT for review thereof upon request by the DISTRICT or its authorized representative. All fiscal and accounting records and other supporting papers of the CONSULTANT shall be maintained for a minimum of three (3) years following the close of the DISTRICT fiscal year of expenditures.

ARTICLE IX: TITLE TO DOCUMENTS

All reports, drawings, specifications, submittals and other materials collected or produced by the CONSULTANT hereunder shall, upon payment of all amounts owed under this Agreement and after completion and acceptance, become the property of the DISTRICT.

The CONSULTANT may utilize existing materials developed by the CONSULTANT prior to the commencement of this engagement including, but not limited to, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives. These materials shall remain the property of the CONSULTANT.

CONSULTANT shall be entitled to a reproducible copy of all material furnished to DISTRICT, the costs of which is included on the compensation amounts specified in Appendix A and/or the Amendment(s). Any uncompleted work of CONSULTANT delivered to DISTRICT due to cancellation of all or portions of the work or contract termination, which utilized by DISTRICT in any way, shall have CONSULTANT name removed.

ARTICLE X: KEY PERSONNEL

The CONSULTANT shall specifically assign a project manager and necessary staff to complete the Scope of Work.

The CONSULTANT hereby agrees that the assigned personnel directly responsible for conducting the Scope of Work in Appendix A shall not be changed during the course of the work without prior written consent of the DISTRICT, which consent shall not be unreasonably withheld.

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

Neither party shall assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the other Party. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the CONSULTANT'S proposal unless approved by the DISTRICT in writing.

ARTICLE XII: INSURANCE AND LIABILITY

The CONSULTANT agrees to indemnify, defend, and hold harmless the DISTRICT, its officers and employees as provided in Appendix B, attached hereto and hereby incorporated by reference to the fullest extent permitted by law. CONSULTANT shall indemnify, hold harmless and defend DISTRICT, its officers, directors, and employees from and against all claims, damages, costs, losses and expenses (including but not limited to attorneys' fees) caused by, arising out of or related to the negligence (including but not limited to professional negligence, errors or omissions) of CONSULTANT, its partners, officers, employees, agents, subconsultants and subcontractors in the performance or furnishing of services under this agreement, provided however, that CONSULTANT's liability to DISTRICT shall not exceed the percentage share of such claim, damages, cost, loss and expense that the negligence (including professional negligence, errors or omissions) of CONSULTANT, its partners, officers, employees, agents subconsultants and subcontractors bears to the total negligence of all negligent entities and individuals determined on the basis of comparative negligence principles. The CONSULTANT shall have no duty to hire counsel to defend the DISTRICT, but at the time of any settlement or adjudication of a matter, the CONSULTANT shall pay as damages to the indemnified parties all reasonable attorney's fees and costs incurred to the extent caused by the negligence, recklessness, or willful misconduct of the CONSULTANT.

Coverages described in Appendix B shall be maintained through the term of this Agreement, and the CONSULTANT shall file with the DISTRICT prior to the execution of this Agreement, and as policy renewals occur, a Certificate of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in effect. Insurance policies shall provide that such insurance is primary insurance.

A. CONSULTANT and its subcontractors shall maintain worker's compensation and employers' liability insurance in accordance with the amount(s) and coverage(s) in the attached Appendix B.

B. CONSULTANT and its subcontractors shall maintain commercial general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of CONSULTANT pursuant to this AGREEMENT or from the use of automobiles and equipment of or by CONSULTANT. The amount(s) and coverage(s) shall be in accordance with Appendix B.

C. CONSULTANT shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions for which it is legally liable in the performance or furnishing of professional services pursuant to this AGREEMENT. (Such insurance shall be maintained for one (1) year after final completion of construction. The amount(s) and coverage(s) shall be in accordance with Appendix B.

D. CONSULTANT shall submit to the DISTRICT a Certificate of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in effect. Upon written request from DISTRICT CONSULTANT is required to provide DISTRICT with complete copies of such policies or certified evidence of coverage. Approval or acceptance of said insurance by DISTRICT shall not relieve or decrease the liability of CONSULTANT hereunder.

E. To the extent applicable, DISTRICT agrees to endeavor to include a provision in the DISTRICT 'S contract with the Construction Contractor engaged on the Project which requires that CONSULTANT be listed as an additional insured on such Construction Contractor(s) liability insurance policy and property insurance (Builder's Risk) policy, if any.

Article XIII - Suspension of Work

DISTRICT may, at DISTRICT'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event DISTRICT does not make payment in accordance with the payment terms in Article VII. The services under this AGREEMENT will only be suspended for non-payment after written notice is received by DISTRICT from CONSULTANT of its intention intending to suspend performance and a cure period of seven (7) days after receipt of this notification by DISTRICT. The time for completion of the services under this AGREEMENT shall be extended by the number of days the services under this AGREEMENT is suspended. If the period of suspension exceeds ninety (90) days, the terms of this AGREEMENT are subject to renegotiations, and both parties shall have the option to terminate the services under this AGREEMENT on the suspended portion of Project in accordance with Article XII.

ARTICLE XIV: TERMINATION

Either party may terminate this Agreement upon substantial breach of the terms thereof by the other party. The DISTRICT may terminate this agreement at any time upon giving thirty (30) days written notice to CONSULTANT. Such notice shall set forth the effective date of such termination.

DISTRICT, by notifying CONSULTANT in writing, may terminate any or all of the services covered by this AGREEMENT. In the event of such termination, CONSULTANT

shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing of the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in an Amendment. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of subconsultants, rental agreements, orders for printing, etc.), shall be payable by DISTRICT within forty-five (45) days following submission of a final statement by CONSULTANT. However, in the event that termination of said AGREEMENT with CONSULTANT occurs at the completion of a specific phase of the design, the aforesaid provision for the proper filing and closing will not apply unless agreed to by DISTRICT under a specific Amendment. The payment provided for under this Article XII shall constitute full satisfaction of any obligation DISTRICT has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this AGREEMENT and any and all liabilities or damages arising out of or resulting from the termination of this AGREEMENT.

ARTICLE XV: NOTICE

Any notice to be given hereunder shall be delivered to the party to be noticed by either personal delivery or by first class mail, postage prepaid, and addressed as follows:

TO: Marina Coast Water District
920 2nd Avenue, Suite A

Marina, CA 93933

TO: Denise Duffy & Associates
947 Cass St., Suite 5
Monterey, CA 93940

Attention: Denise Duffy

ARTICLE XVI: BINDING EFFECT; AMENDMENTS; COUNTERPART EXECUTION; CONSTRUCTION

This Agreement supersedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the DISTRICT and the CONSULTANT. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the DISTRICT or the CONSULTANT.

CONSULTANT's Services hereunder are being performed solely for the benefit of the DISTRICT.

ARTICLE XVII: DISPUTES

The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten (10) days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen (15) days of such selection.

In the event of legal proceedings to interpret or enforce this agreement, the prevailing party shall be awarded reasonable attorney fees and costs, including reasonable costs of experts reasonably engaged by the attorney.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and the year first above written.

Marina Coast Water District

(CONSULTANT)

Remleh Scherzinger
General Manager

[Type name and title]

Appendix A

Appendix A includes:

Consultant's Proposal

SCOPE OF WORK

Annexation of the proposed parcels into the Marina Coast Water District's (MCWD) service area and sphere of influence will require approval from the Local Agency Formation Commission of Monterey County (LAFCO). DD&A proposes to assist MCWD with the preparation of the application for LAFCO service area annexation and Sphere of Influence amendment. The LAFCO application must be accompanied by an appropriate environmental review document in compliance with the California Environmental Quality Act (CEQA). The following tasks assume that MCWD and LAFCO can rely upon existing CEQA documentation to process the annexation and Sphere of Influence amendment.

Task 1. Draft LAFCO Application

This task will include the following subtasks:

Subtask 1.1. Project Initiation

DD&A will coordinate with MCWD to compile all information relevant to the proposed project, including but not limited to existing studies, GIS data, and plans. DD&A will meet virtually with MCWD to initiate the project, and discuss scope, schedule, and deliverables.

DD&A will coordinate and attend a project kick-off meeting with BLM, State Parks, County, Cities, and MCWD staff. The meeting will be held remotely via teleconference such as Zoom. This task will consist of:

- Discuss the project approach and finalize the scope of work,
- Review application checklist,
- Confirm format and quantities of deliverables, and
- Establish schedule and protocol for communication.

Deliverable(s):

- *Meeting Materials (e.g., agenda, notes)*

Subtask 1.2. Research & Review Background Documentation

DD&A will coordinate with BLM, State Parks, County, Cities, and MCWD staff to obtain pertinent reports and project information. DD&A will review available background information, and identify data and documentation needs.

Deliverable(s):

- *List of information needs*

Subtask 1.3. Prepare Draft Project Description

DD&A, in coordination with the BLM, State Parks, County, Cities, and MCWD, will prepare a preliminary Draft Project Description that describes the proposed annexation boundaries for the application. This scope of work assumes that MCWD and the jurisdictions will provide the necessary maps and legal descriptions.

The preliminary Draft Project Description will be submitted to MCWD and legal counsel for review and comment. DD&A will incorporate comments and prepare a Draft Project Description to be submitted to the BLM, State Parks, County, and Cities for review and comment. This scope of work assumes one round of comments on the preliminary Draft Project Description from MCWD, as well as one round of comments from BLM, State Parks, County, and City staff on the Draft Project Description.

DD&A will incorporate comments from MCWD, BLM, State Parks, County, and Cities to finalize the Draft Project Description for MCWD review and approval. DD&A will forward the Draft Final Project Description to the MCWD staff for MCWD staff presentation and consideration by the MCWD Board of Directors for the submission of the application to LAFCO. The scope of work assumes attendance by DD&A at one MCWD Board of Directors meeting.

Deliverable(s):

- *Draft Project Description (preliminary, draft, draft final, and final)*
- *Assistance with meeting materials*

Subtask 1.4. LAFCO Initiation Meeting

This task will include one remote meeting via teleconference with the MCWD and LAFCO staff to present the annexation proposal, confirm the approach and information needed for application processing, appropriate level of CEQA review, identify deliverables, obtain project-related information, and establish review timelines.

Deliverable(s):

- *List of document needs*
- *Assistance with meeting materials*

Subtask 1.5. Draft Application Package

After receiving input from LAFCO staff, DD&A will prepare a draft LAFCO Application Package for MCWD staff review. This scope of work assumes DD&A will respond to one round of comments on the draft Application Package from MCWD staff and/or legal counsel. After receipt of comments, DD&A will revise the application package accordingly and submit to the jurisdictions for review. This scope of work assumes one round of comments from each of the jurisdictions. DD&A will revise the application package accordingly.

LAFCO has a specific set of requirements and protocol for annexation requests for service boundary adjustments. DD&A proposes to prepare application forms and planning documentation, including preparation of GIS-based mapping and coordination of engineering mapping requirements, and to assist in the processing of this request through LAFCO.

DD&A will provide drafts of the required application forms and materials. This task assumes that all engineering materials such as survey maps, and engineering information specific to the boundary annexation and Sphere of Influence amendment areas as required by the application process, will be provided by the BLM, State Parks, County, Cities, and MCWD for incorporation into the application as needed.

The following required items will be provided by others and compiled by DD&A:

- MCWD Board of Directors Resolution of Application to LAFCO and CEQA findings (Resolution, Findings, and Notices for Board approval of filing of LAFCO application).
- Application Form including a description of the proposed annexation and supporting statements detailing the proposal's conformance to state law and LAFCO's locally adopted policies and procedures.
- Responses to Sphere of Influence Policies and Criteria Form and Attachment, which provides a description of the proposed annexation and supporting statements detailing the proposal's conformance to state law and LAFCO's locally adopted policies and procedures for Sphere of Influence amendments.

- Plan for Providing Services: DD&A will coordinate with MCWD for components that are needed including the information on financial capacity and engineering information on water (both potable and recycled water) and wastewater collection & treatment capacity and systems.
- Maps and Legal Descriptions will be provided by the MCWD and the jurisdictions.
- Property Tax Transfer Agreement: This scope assumes that the County will complete this process with the Monterey County Board of Supervisors.
- LAFCO Processing and Filing Fees: DD&A will work with LAFCO to determine fees required. MCWD would be responsible for paying the fees.

Deliverable(s):

- *Draft LAFCO Application Package (including first and second drafts)*

Task 2. Final LAFCO Application

DD&A will coordinate with MCWD staff to finalize the Draft Application Package to LAFCO to incorporate the proposed parcels into the MCWD service area. This task includes the following subtasks:

Subtask 2.1. LAFCO Application Initiation

DD&A will prepare a written request for LAFCO Action. This request will be forwarded to MCWD staff for review and comment, and the final document will be included in the final application.

DD&A will assist and support BLM, State Parks, County, and Cities in preparing resolutions or required equivalents consenting to having MCWD apply to LAFCO for the annexation of their property, if required. One teleconference with BLM, State Parks, County, Cities, and MCWD staff is included in this task. These documents will be included in the final application if required.

Deliverable(s):

- *Draft Staff Reports, Draft Resolutions, or equivalents for coordinating agencies*
- *Draft and final written request for LAFCO Action*
- *Assistance with Meeting Materials*

Subtask 2.2. Final LAFCO Application Package

After MCWD and LAFCO review and comment on the Draft Application Package, DD&A will coordinate with MCWD to prepare and submit the Final Application Package. Two (2) hardcopies of the Final Application Package will be provided to LAFCO per their requirements. One (1) hardcopy binder will be provided to the MCWD. All other materials will be provided electronically.

DD&A will also be responsible for the processing of the project application materials through LAFCO. DD&A will meet with LAFCO staff regarding the application processing materials upon submittal and work to ensure a complete application package. The processing assumes work required for coordination of the property tax transfer and completion of all application materials. Once accepted as complete, LAFCO will set a public hearing for the request.

Deliverable(s):

- *Final LAFCO Application*
- *Assistance with Meeting Materials*

Subtask 2.3. Meeting/Hearing Attendance

DD&A will prepare a draft presentation for the LAFCO Board meeting. This scope assumes attendance at two (2) LAFCO Board meeting/public hearing for the proposed project. DD&A will also be available to attend the following additional meetings to focus on the application and CEQA-related issues:

- LAFCO meetings,
- MCWD staff meeting on application contents,
- Discuss comments on draft application and other matters, and
- One (1) MCWD Board Meeting for Status Report on the Application.

DD&A will be responsible for facilitating all meetings in this scope of work, as well as preparing agendas and meeting notes. This scope of work assumes that all meeting attendance will be virtual.

Deliverable(s):

- *Meeting Materials*
- *Draft Presentation for LAFCO Board Meeting*

Optional Task 3. CEQA Analysis for LAFCO Application

As stated above, the LAFCO application must be accompanied by an appropriate CEQA document(s) to demonstrate compliance with CEQA. This scope of work assumes that MCWD and LAFCO can rely upon the existing CEQA or CEQA-equivalent (e.g., National Environmental Policy Act, NEPA) documentation.

However, if requested and determined necessary by LAFCO, DD&A could conduct additional environmental review of the proposed annexation and Sphere of Influence amendments. Upon request, DD&A can prepare a scope of work to complete any additional environmental review, if determined necessary.

SCHEDULE AND COST ESTIMATE

DD&A will complete the identified tasks within eight (8) months after receipt of the authorization to proceed and all project information.

DD&A’s cost for completing the scope of work outlined in Tasks 1 and 2 above will not exceed \$43,949. All work will be billed monthly based on time and materials. Expenses associated with the environmental services include, but are not limited to, mileage, graphics, delivery, and copying. The cost estimate does not include any fees.

Appendix B

INDEMNIFICATION AGREEMENTS & INSURANCE REQUIREMENTS

Workers' Compensation Insurance - By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract.

Indemnification - To the fullest extent permitted by law, Consultant, at Consultant's own cost, shall defend and indemnify and hold harmless the Marina Coast Water District (District), its directors, officers, employees, authorized employees and each of them from and against:

- a. When the law establishes a professional standard of care for Consultant's services, all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to the District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or, with respect to construction, the active negligence of the District, its directors, officers, employees, or authorized volunteers.
- c. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.
- d. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them

may incur with respect to the negligent failure, of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement.

Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District or any of its directors, officers, employees, or authorized volunteers.

Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District or any of its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings.

Consultant shall reimburse District and its directors, officers, employees or authorized volunteers, for any reasonable legal expenses and costs incurred by each of them in connection with, in any way, all such aforesaid suits, actions or other legal proceedings or in enforcing the indemnity herein provided, to the extent that they are covered by the above obligations to indemnify.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Consultant shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs arising therefrom.

Safety - The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders,

bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Liability Insurance - The Consultant shall provide and maintain at all times during the performance of the work under this agreement, the following commercial general liability, professional liability and automobile liability insurance:

Coverage - Coverage shall be at least as broad as the following:

1. Coverage for **Professional Liability** appropriate to the Consultant's profession covering Consultant's negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
2. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
3. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) Symbol 8 (hired) and 9 (nonowned)

Limits - The Consultant shall maintain limits no less than the following:

1. **Professional Liability** – Limits no less than One million dollars (\$1,000,000) per occurrence or claim, and Two million dollars (\$2,000,000) policy aggregate.
2. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

3. **Automobile Liability** - Two million dollars (\$2,000,000) for bodily injury and property damage each accident limit.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Member Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Required Provisions - The general liability policy is to contain, or be endorsed to contain the following provisions:

1. The District, its directors, officers, employees, are to be given additional insured status (via ISO endorsement CG 2010 10 01, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects the District, its directors, officers, or employees. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, shall not contribute to all reasonable attorney's fees and costs incurred, to the extent arising from the negligence, recklessness, or willful misconduct of the Consultant
3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the District, its directors, officers, or employees to the extent arising from the negligence, recklessness, or willful misconduct of the Consultant.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Such liability insurance shall indemnify the Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

The policies specified above shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

All of the insurance shall be provided on policy forms and through companies satisfactory to the District.

In the event any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required under this agreement, Consultant shall notify the District prior to any changes.

- 1. Workers' Compensation and Employer's Liability Insurance** - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention exceeding \$50,000 must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by the District.

Evidences of Insurance - Prior to execution of the Agreement, the Consultant shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include the additional insured endorsements. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

The Consultant shall, upon demand of the District, deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

All insurance correspondence, certificates, binders, etc., shall be mailed to:

Marina Coast Water District
920 2nd Avenue, Suite A
Marina, CA 93933
Attn: Stephenie Verdusco

Continuation of Coverage – If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the District at least ten (10) days prior to the expiration date.

Sub-Consultants - In the event that the Consultant employs other consultants (subconsultants) as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Appendix C

Appendix C includes:

Release of Liens and Claims (CONSULTANT)

Release of Liens and Claims (Subconsultants and Subcontractors)

CONSULTANT'S RELEASE OF LIENS AND CLAIMS

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 20____, between the undersigned, as CONSULTANT, and _____ having an office at _____, hereinafter called DISTRICT, at or on real estate owned by DISTRICT and described and located as follows:

(the "Facilities"); and,

WHEREAS, we, the undersigned, have agreed to release any and all claims and liens not previously asserted which the undersigned has, or might have, against the DISTRICT, or said Facilities by reason of services, labor, materials and equipment performed or furnished by us in connection with the Project.

NOW THESE PRESENTS WITNESS that the undersigned, in consideration of the premises herein, and of the sum of One Dollar (\$1.00) in hand paid by DISTRICT, at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, remises, releases and forever quitclaims, and by these presents does remise, release and forever quitclaim, unto DISTRICT, its successors and assigns, any and all manner of liens, claims and/or demands whatsoever not previously asserted which the undersigned now has, or might or could have, on or against the Facilities, or DISTRICT for work done, for services performed or furnished or for equipment or materials furnished in connection with the Project installation. It is the intent of this Release that DISTRICT, its successors and assigns, shall and may hold, have, use and enjoy the Facilities free and discharged from all liens and demands whatsoever which the undersigned now has, or might or could have, against the same if these presents had not been made.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the _____ day of _____, 20____ written.

(SEAL) _____
CONSULTANT

Dated: _____ By: _____
Title: _____

SUBCONTRACTOR's OR SUBCONSULTANT's
RELEASE OF LIENS AND CLAIMS

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials, and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 19____, between the _____, having an office at _____, hereinafter called DISTRICT and, _____ having an office at _____, hereinafter called CONSULTANT, at or on real estate owned by DISTRICT and described and located as follows:

(the "Facilities"); and,

WHEREAS, the undersigned, has agreed to release any and all claims and liens which the undersigned has, or might have, against DISTRICT or Facilities by reason of the services, labor, materials and equipment performed or furnished by the undersigned in connection with the Project.

NOW THESE PRESENTS WITNESS that the undersigned, in consideration of the premises herein, and of the sum of One Dollar (\$1.00) in hand paid by DISTRICT, at and before the sealing and delivery hereof, (the receipt and sufficiency of which are hereby acknowledged), remises, releases and forever quitclaims and by these presents do remise, release and forever quitclaim, unto DISTRICT, its successors and assigns, any and all manner of liens, claims and/or demands whatsoever which the undersigned now has, or might or could have, on or against the Facilities, or OWNER for work done, for services performed or furnished or for equipment or materials furnished in connection with the Project installation. It is the intent of this Release that DISTRICT, its successors and assigns shall and may hold, have, use and enjoy the Facilities free and discharged from all liens and demands whatsoever which the undersigned now has, or might or could have against the same if these presents had not been made.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the _____ day of _____, 20____ written.

(SEAL)

(Company Name)

Dated: _____

By: _____

