



# MARINA COAST WATER DISTRICT & GROUNDWATER SUSTAINABILITY AGENCY

920 SECOND AVENUE, SUITE A, MARINA, CA 93933-6009

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## DIRECTORS

GAIL MORTON  
*President*

JAN SHRINER  
*Vice President*

BRAD IMAMURA  
THOMAS P. MOORE  
STACEY SMITH

## 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**

**920 2<sup>nd</sup> Avenue, Suite B, Marina, California  
Monday, June 16, 2025, 6:00 p.m. PST**

Members of the public may attend the Board meeting in person or can attend remotely via Zoom conference.

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. Persons who are participating via telephone will need to press \*9 to be acknowledged for comments. Public comment on the action item can also be submitted in writing to Paula Riso at [priso@mcwd.org](mailto:priso@mcwd.org) by 9:00 am on Monday, June 16, 2025; 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/87834088328?pwd=usx5dFm4EGdwJSsT7fLQe1gbPzSqcy.1>

Passcode: 630561

To participate via phone: 1-669-900-9128; Meeting ID: 878 3408 8328 Passcode: 630561

***Our Mission: Marina Coast Water District delivers safe and environmentally sustainable water, recycled water, and wastewater services that meet community needs.***

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Public Comment on Closed Session Items** *Anyone wishing to address the Board on matters appearing in 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. Disruptive behavior may result in the removal of the individual responsible.*

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 920 2nd Avenue, Suite A and Suite B, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, June 12, 2025. 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.

**5. Closed Session**

- A. Pursuant to Government Code 54956.9  
Conference with Legal Counsel – Existing Litigation  
Name of Case/Claimant – Peter Le - 2 claims

**Reconvene to Open Session Estimated to be at 6:15 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. 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. Disruptive behavior may result in the removal of the individual responsible.*

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**8. Marina Coast Water District Groundwater Sustainability Agency Matters**

**A. Action Item**

- 1. [Receive the 2024 Monterey Subbasin Annual Groundwater Sustainability Plan Report](#)  
(Page 1)

**9. Return to Marina Coast Water District Matters**

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**10. Consent Calendar**

- A. [Receive and File the Check Register for the Month of May 2025](#)  
(Page 7)
- B. [Adopt Resolution No. 2025-32 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY2025-2026](#)  
(Page 16)
- C. [Adopt Resolution No. 2025-33 to Approve the FY 2025-2026 Professional Services Agreement with Regional Government Services Authority to Provide Human Resources and Risk Management Services to the District](#)  
(Page 20)
- D. [Consider Adoption Resolution No. 2025-34 to Approve Revised Job Descriptions to Comply with Senate Bill 1100 \(2023-2024\)](#)  
(Page 43)
- E. [Approve the District's 2025 Sewer System Management Plan](#)  
(Page 48)

- F. [Adopt Resolution No. 2025-35 to Amend the FY 2024-2025 Professional Services Agreement with Rauch Communications Consultants, Inc. and Approve FY 2025-2026 Professional Services Agreement with Rauch Communications Consultants, Inc. to Provide Public Relations Services to the District](#)  
(Page 50)
- G. [Adopt Resolution No. 2025-36 to Award a Construction Contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Lift Station Improvements – Safety Grates Project \(CIP # GS-2532\)](#)  
(Page 63)
- H. [Adopt Resolution No. 2025-37 to Award a Construction Contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Lift Station Wet Well Lining Project \(CIP # GS-2531\)](#)  
(Page 67)

## 11. Action Items

- A. [Adopt Resolution No. 2025-38 to Approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership for the 1<sup>st</sup> Avenue 30” Sewer Main Project](#)  
(Page 71)
- B. [Receive an Update on the Fire Water System Preparedness Response Project](#)  
(Page 83)
- C. [Adopt Resolution No. 2025-39 to Consider Nomination and Support of a Candidate for the Position of President or Vice President to the Association of California Water Agencies Board of Directors for the 2026-2027 Term](#)  
(Page 88)

**12. 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. Community Outreach Committee
  - 2. Resources and Groundwater Sustainability Committee

## 13. Board Member Requests for Future Agenda Items

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

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

*Regular Meeting: Monday, July 14, 2025, 6:00 p.m.*

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-A

**Meeting Date:** June 16, 2025

**Prepared By:** Patrick Breen

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Receive the 2024 Monterey Subbasin Annual Groundwater Sustainability Plan Report

**Staff Recommendation:** The Board receive a presentation on the 2024 Monterey Subbasin Annual Groundwater Sustainability Plan (GSP) Report.

**Background:** *Strategic Plan, Goal No. 1 WATER: Sustainable, Reliable, Affordable Water Supplies - OBJECTIVE 1.1: Water supplies meet long-term needs from a diverse, affordable, sustainable, and a reliable portfolio of sources. OBJECTIVE 1.2: Water supply management and augmentation follow a comprehensive long-term strategy and plan for the orderly expansion of the system.*

The Sustainable Groundwater Management Act (SGMA) of 2014 requires groundwater basins or subbasins that are designated as medium or high priority to be managed sustainably. The District formed the Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA) in 2014 that primarily overlies the medium-priority Monterey Subbasin and a portion of the high-priority 180/400 Foot-Aquifer Subbasin.

Subsequently MCWDGSA took the lead in developing the Monterey Subbasin GSP in coordination with the Salinas Valley Groundwater Sustainability Agency.

On March 21, 2018, the Monterey Subbasin GSP initial notification was uploaded to California Department of Water Resources (DWR's) SGMA portal pursuant to GSP Regulations §353.6. A MCWD staff member was elected to serve on SVBGSA's Monterey Subbasin Stakeholder Committee and MCWDGSA led the development of the Monterey Subbasin GSP.

The MCWDGSA Board of Directors closed a public hearing on January 19, 2022, and adopted the plan that was subsequently submitted to the Department of Water Resources for approval by the statutory deadline of January 31, 2022.

**Discussion:** The Sustainable Groundwater Management Act (SGMA) requires GSAs to submit annual reports to DWR each April 1<sup>st</sup> following the adoption of a groundwater sustainability plan. The report provides information on groundwater conditions and implementation of its GSP over the prior water year.

Groundwater monitoring data for the Marina-Ord Area and the Corral de Tierra Area during Water Year (WY) 2024 are summarized relative to their respective sustainable management criteria (SMCs) defined in the Monterey GSP below:

**Marina-Ord Area**

Groundwater elevations were generally stable in representative monitoring site (RMS) wells screened in the Dune Sand, 180-Foot, and the northern portion of the 400-Foot Aquifers were observed during WY 2024. Groundwater elevations in these aquifers have been stable over the

past thirty years with fluctuations that correlate to precipitation. Groundwater elevations continued to decline in two 400-Foot Aquifer Representative Monitoring Site (RMS) wells and four Deep Aquifer RMS wells located inland or near the Monterey-Seaside Subbasin boundary. Groundwater elevations in the southern 400-Foot Aquifer and Deep Aquifers have been declining since the 2000s.

- Upper Deep groundwater levels show decreases during 2014-2017 drought, increases in 2018-2022 followed by decreases in 2023-2024 while Lower Deep groundwater levels show decreases during 2014-2017 drought, followed by relatively stable groundwater levels since 2018.
- Groundwater extractions for WY 2024 in the Marina-Ord Area were approximately 3,345 acre-feet (AF). MCWD was the only agency that pumped groundwater water in the Marina-Ord Area. The groundwater production, measured by direct metering, was for urban water use only.
- The estimated change in groundwater storage for the Marina Or area was -586 AF.
- No data shows advancement of seawater intrusion in WY 2024, although one well did have an elevated chloride level which will continue to be closely monitored
- No wells sampled in WY 2024 had higher concentrations than groundwater quality regulatory standards (i.e., Title 22), so no MTs for the constituents of concern (COCs) were exceeded in water quality RMS wells in the Marina-Ord Area.
- Land subsidence measurements collected from Interferometric Synthetic-Aperture Radar (InSAR) data and provided by DWR showed no significant land subsidence occurred in the Subbasin during WY 2024.
- The groundwater elevation measured at the interconnected surface water (ISW) RMS well was higher than its MT and measurable objective (MO).

### **Corral de Tierra Area**

- Groundwater elevations in the El Toro Primary Aquifer System showed fluctuations during WY 2024 with no specific spatial pattern. Based on groundwater elevations, an increase in groundwater storage was estimated to be 2,200 AF for WY 2024.
- Seven wells in the El Toro Primary Aquifer System exceeded their MTs during the Fall 2024 monitoring event. These MT exceedances in the El Toro Primary Aquifer System constitute an UR per the Monterey GSP.
- Groundwater extractions for reporting year 2024 were approximately 1,500 AF in the Corral de Tierra Area.
- There is no seawater intrusion in the Corral de Tierra Area.
- Groundwater quality MTs for two constituents of concern were exceeded in WY 2024. However, these were not determined to be due to GSA groundwater management action or inaction.
- As mentioned above, no significant subsidence was detected in the Subbasin.
- There are no existing shallow monitoring wells in the Corral de Tierra Area that can be used to measure ISW. SVBGSA is working to fill this data gap and will install one new shallow monitoring well along El Toro Creek during GSP implementation.

During WY 2024, the Subbasin GSAs have taken numerous actions to implement the Monterey GSP. These include:

- **General Administration** – The Subbasin GSAs are implementing a joint Sustainable Management Grant (SGM) Round 2 Implementation Grant for the Monterey Subbasin. The grant includes efforts to support data expansion and SGMA compliance, regional project planning, and outreach and engagement activities. MCWDGSA is administering the grant

as the grantee with SVBGSA as a subgrantee. Additionally, in 2024, MCWD recruited and retained a Water Resources Engineer and Technician to support the District's and MCWDGSA's water management responsibilities. SVBGSA undertook administrative tasks including raising the regulatory fee for FY 2024 and is in planning for a comprehensive regulatory fee study update over the next fiscal year.

- **Coordination and Engagement** – The Subbasin GSAs continued to coordinate regularly through staff and consultant meetings and strengthened collaboration with key regional agencies. The Subbasin GSAs continued to regularly engage interested parties through their Boards of Directors, stakeholder workshops, and committees. MCWDGSA met with individual agencies to facilitate data sharing, expansion of the monitoring network, and project planning. MCWDGSA has expanded its monitoring network with the Monterey Peninsula Water Management District, Monterey County Water Resources Agency, and the United States Army. SVBGSA continued collaboration with agency partners and held regular meetings of the Monterey Subbasin Implementation Committee. SVBGSA increased efforts to reach out to domestic well owners by initiating the Dry Well Notification Program and contributing to the Water Awareness Committee (WAC).
- **Data Expansion and SGMA Compliance** – In 2024, the Subbasin GSAs undertook extensive data expansion and SGMA compliance activities. The GSAs collectively focused on filling data gaps and groundwater modeling to establish a solid basis for planning projects and management actions. Joint efforts include:
  - Completed the Deep Aquifers Study;
  - Continued the convening and of the Groundwater Technical Advisory Committee;
  - Finalizing the development of the Seawater Intrusion Model and utilizing to support the feasibility studies of regional projects and management actions;In addition, MCWDGSA focused on expanding its monitoring network and developing its seawater intrusion monitoring program. MCWDGSA invested in the deployment or real time monitoring devices throughout the Marina Ord area. SVBGSA, also expanded its data collection efforts, conducted workstreams including the Well Registration Program, GEMS expansion, GDE verification, and Deep Aquifers data collection.
- **Projects and Management Actions** – The SVBGSA continued regional project planning efforts with the SGM Round 1 Implementation Grant for the 180/400-Foot Aquifer Subbasin and engaged the Monterey Subbasin Implementation Committee in a series of planning discussions for the Corral de Tierra Area. Within the Marina-Ord Area, the MCWDGSA proceeded with monitoring well planning and design with anticipated construction in summer 2025.

The Monterey GSP Annual report (in its entirety) can be found here:

<https://sgma.water.ca.gov/portal/gspar/preview/476>

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Climate change is implicitly present in the definition of groundwater sustainability in the SGMA legislation, which requires groundwater management to be sustainable over a 50-year planning and implementation horizon (California Water Code (CWC) § 10727.2(c)).

**Financial Impact:**    \_\_\_\_ Yes    \_\_\_X\_\_\_ No

**Funding Source/Recap:** None

**Other Considerations:** None.

**Materials Included for Information/Consideration:** The Monterey GSP Annual report (in its entirety) can be found here: <https://sgma.water.ca.gov/portal/gspar/preview/476>.

**Action Required:**     Resolution     Motion     Review

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Board Action

Motion By \_\_\_\_\_    Seconded By \_\_\_\_\_    No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_    Abstained \_\_\_\_\_

Noes \_\_\_\_\_    Absent \_\_\_\_\_

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10

**Meeting Date:** June 16, 2025

**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 – Marina Coast Water District delivers safe and environmentally sustainable water, recycled water, and wastewater services that meet community needs.*

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of May 2025
- B) Adopt Resolution No. 2025-32 to Approve Prepayment of Marina Coast Water District’s CalPERS Annual Employer Unfunded Accrued Liability (UAL) Contribution for FY2025-2026
- C) Adopt Resolution No. 2025-33 to Approve the FY 2025-2026 Professional Services Agreement with Regional Government Services Authority to Provide Human Resources and Risk Management Services to the District
- D) Adopt Resolution No. 2025-34 to Approve Revised Job Descriptions to Comply with Senate Bill 1100 (2023-2024)
- E) Approve the District's 2025 Sewer System Management Plan
- F) Adopt Resolution No. 2025-35 to Amend the FY 2024-2025 Professional Services Agreement with Rauch Communications Consultants, Inc. and Approve FY 2025-2026 Professional Services Agreement with Rauch Communications Consultants, Inc. to Provide Public Relations Services to the District
- G) Adopt Resolution No. 2025-36 to Award a Construction Contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Lift Station Improvements – Safety Grates Project (CIP # GS-2532)
- H) Adopt Resolution No. 2025-37 to Award a Construction Contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Lift Station Wet Well Lining Project (CIP # GS-2531)

**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 May 2025; Resolution No. 2025-32; CalPERS actuarial valuation; Resolution No. 2025-33; Professional Services

Agreement for RGS; Resolution No. 2025-34; SB1100 Bill Text; Resolution No. 2025-35; Professional Services Agreement for Rauch Communications; Resolution No. 2025-36; and, Resolution No. 2025-37.

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

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10-A

**Meeting Date:** June 16, 2025

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Receive and File the Check Register for the Month of May 2025

**Staff Recommendation:** Receive and file the May 2025 expenditures totaling \$4,005,534.33.

**Background:** *Strategic Plan, Objective No. 3.2: Finances are well managed to provide adequate revenue and avoid volatile rates.*

**Discussion/Analysis:** These expenditures were paid in May 2025, and the Board is requested to receive and file the check register. The April check register was larger than normal due to the following payments:

1. Check No. 76980 – Schaaf & Wheeler in the amount of \$108,327.22 for miscellaneous engineering projects.
2. Check No. 76982 – Anderson Pacific Engineering Construction, Inc. in the amount of \$245,752.00 for the A1/A2 Tanks, B/C Booster Station Construction Payment #37. This payment covers services through March 2025. One additional invoice, including the release of retention, is still anticipated.
3. Check No. 76994 – Ausonio Incorporated in the amount of \$209,461.24 for Construction Phase – IOP B Side Improvements Draw #4.
4. Wire Payment to U.S. National Bank in the amount of \$413,050.00 for 2024 Series Bond Payment.
5. Wire Payment to U.S. National Bank in the amount of \$684,450.00 for 2024 Series Bond Payment.
6. Check No. 77048 – HPS West, Inc. in the amount of \$108,331.28 for meter stock up. This was a pre-purchase to secure better pricing.
7. Check No. 77074 – Monterey Peninsula Engineering in the amount of \$668,000.00 for McClure Way Reimbursement Agreement, per MCWD Resolution No. 2024-47.

**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:** May 2025 Summary Check Register.

**Action Required:**  Resolution  Motion  Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

## MAY 2025 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
05/06/2025	76978 - 77009	Check Register	962,933.50
05/14/2025	77010 - 77025	Check Register	31,953.03
05/16/2025	77026	Check Register	1,966.50
05/19/2025	Wire	U.S. Bank National Association	1,097,500.00
05/19/2025	77027 - 77073	Check Register	369,076.57
05/21/2025	77074	Check Register	668,000.00
05/27/2025	77075 - 77112	Check Register	141,885.97
05/09/2025	ACH	Payroll Direct Deposits	159,662.23
05/09/2025	ACH	CalPERS	41,022.34
05/09/2025	ACH	Empower Retirement	19,031.05
05/09/2025	ACH	Internal Revenue Service	68,500.47
05/09/2025	ACH	State of California - EDD	15,216.55
05/09/2025	ACH	WageWorks, Inc.	2,247.53
05/13/2025	501924	Check Register	777.00
05/15/2025	501925 - 501936	Check Register	27,495.65
05/16/2025	501937 - 501938	Board Compensation Checks and Direct Deposit	738.80
05/16/2025	ACH	Internal Revenue Service	122.40
05/19/2025	501939 - 501940	Check Register	105,560.35
05/23/2025	ACH	Payroll Direct Deposits	148,676.64
05/23/2025	ACH	CalPERS	40,619.37
05/23/2025	ACH	Empower Retirement	19,436.28
05/23/2025	ACH	Internal Revenue Service	66,423.24
05/23/2025	ACH	State of California - EDD	14,441.33
05/23/2025	ACH	WageWorks, Inc.	2,247.53
<b>TOTAL DISBURSEMENTS</b>			<b><u>4,005,534.33</u></b>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
76978	03/28/2025	05/06/2025	Home Depot Credit Services	General Operations/ Maintenance, Meter Reader Supplies	472.87
76979	04/15/2025	05/06/2025	Grainger	General Operations/ Maintenance, Administration Supplies	134.51
76980	03/31/2025	05/06/2025	Schaaf & Wheeler	Assessment Study - Eastern Well Field Supply; Bid/ Construction Phase Support - Odor Control Program; Construction Phase On-Call Engineering Services - A1/A2 Tanks B/C Booster; Design, Engineering Services - Bayer St Water Main, Patton Pkwy Water Main; Design Phase - B2 Zone Tank, Tate Park Lift Station; Peer Review - NE Sewer Reroute to Interceptor Report; Prepare Plans/ Specs, Engineering Services - CA Ave Water Main 03/2025; Developer (Dunes 3 Backbone)	108,327.22
76981	04/29/2025	05/06/2025	Monterey Bay Analytical Services	Laboratory Testing	1,320.00
76982	04/07/2025	05/06/2025	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #37	245,752.00
76983	04/15/2025	05/06/2025	Newman Well Surveys	Video Survey - Well 4	800.00
76984	04/14/2025	05/06/2025	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	453.04
76985	03/31/2025	05/06/2025	The Paul Davis Partnership, LLP	Bidding/ Construction Phase - IOP B Side Improvements	22,039.00
76986	04/21/2025	05/06/2025	Wallace Group	Bid/ Construction Phase Support - 1st Ave Gravity Main, Imjin Manhole Rehab, Lightfighter Manhole Rehab; Bid/ Engineering Support - Rehab/ Lining of (6) Lift Station Wet Wells, Safety Grate Installation at (9) Lift Stations; Feasibility/ Preliminary Study - NE Sewer Reroute to Interceptor 03/2025; Developers (Seaside B&B Resort, Wathen-Castanos Homes)	27,352.50
76987	04/16/2025	05/06/2025	Whitson Engineers	Inter-Garrison Rd Pipeline Upsizing - Land Surveying and Engineering Services	1,212.00
76988	04/25/2025	05/06/2025	Calcon Systems, Inc.	PLC Replacement Project Phase 2 - Booker, Crescent, Wittenmyer Lift Stations; Radio/ PLC Work - Reservoir 2; Runtime Report Production	58,050.00
76989	04/22/2025	05/06/2025	American Language Services	2024 Consumer Confidence Report - Translation Services	3,483.00
76990	04/07/2025	05/06/2025	U.S. Bank Corporate Payment Systems	2025 ACWA Spring Conference/ Expo - GM, WR Manager, (3) Board Members; CSDA Sample Policy Handbook; CWEA Membership Renewal - O&M; Hydraulic Modeling for Water Systems Course - (2) Engineering; IT/ Computer Supplies; PLCs for Non-Programmers Training - O&M; Water Testing Meter and Accessories; Monthly/ Annual Software Subscriptions; General Supplies	17,230.25
76991	04/15/2025	05/06/2025	Marina Tire & Auto Repair	Front and Rear Brake Pads/ Rotors, Oil Change - Vehicle #1703; Oil Change - Vehicles 1801, 2201	1,415.86
76992	04/15/2025	05/06/2025	Richards, Watson & Gershon	Legal Services 03/2025	23,358.50
76993	04/25/2025	05/06/2025	U.S. Bank National Association	IOP Office Copier Lease 04/20 - 05/19	287.34
76994	04/10/2025	05/06/2025	Ausonio Incorporated	Construction Phase - IOP B Side Improvements Draw #4	209,461.24
76995	04/09/2025	05/06/2025	Griffith, Masuda & Hobbs	Legal Services 03/2025	54,837.81
76996	03/31/2025	05/06/2025	Evoqua Water Technologies, LLC	Chemical Pump Maintenance - East Garrison LS	1,838.69
76997	04/22/2025	05/06/2025	AT&T	Phone and Alarm Line Services 04/2025	31.65

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
76998	04/30/2025	05/06/2025	EKI Environment & Water, Inc.	Feasibility Assessment - ASR at Armstrong Ranch; Groundwater Data Management System Development 03/2025	14,629.25
76999	04/24/2025	05/06/2025	Community Printers, Inc.	(14,250) 2024 Consumer Confidence Report - Split/ Shipped	6,356.05
77000	04/15/2025	05/06/2025	Psomas	Construction Management - A1/A2 Tanks B/C Booster	52,053.17
77001	04/09/2025	05/06/2025	Ferguson Enterprises, Inc.	Brass Waterworks Supplies	216.40
77002	04/17/2025	05/06/2025	TW Associates, LLC	(2) Calibration Columns, (16) PVC Fittings - Intermediate Reservoir	1,291.78
77003	04/17/2025	05/06/2025	Zanjero, Inc.	CIP Data, FY 2026 Budgeting Support; CIP/ Development Project Implementation Support; Database Tool Enhancement - CIP Management Tool; Program Management/ Permitting - Reservation Rd Desal Plant; Property Easement/ Well Project Analysis - CalAm ASR 5 and 6; Water Supply Investigations 03/2025	64,292.99
77004	05/01/2025	05/06/2025	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 05/2025	1,700.00
77005	04/07/2025	05/06/2025	SmartCover Systems	Annual Software Subscription 07/2025 - 06/2026	3,483.00
77006	04/20/2025	05/06/2025	T-Mobile	Cellular Services 02/19 - 03/18	853.06
77007	05/01/2025	05/06/2025	Shea Homes Limited Partnership	Del Monte Blvd Sewer Pipe - Dunes 2 North Reimbursement Agreement	39,213.85
77008	04/22/2025	05/06/2025	Amazon Capital Services, Inc.	General Operations/ Maintenance Supplies	150.71
77009	02/26/2025	05/06/2025	Automationdirect.com Inc	(5) Pressure Transmitters (Check Re-Issue)	835.76
77010	12/31/2024	05/14/2025	Schaaf & Wheeler	Developer (Dunes 3 Backbone)	2,820.00
77011	05/07/2025	05/14/2025	Pitney Bowes Purchase Power (Postage)	Postage Meter Refill	1,006.00
77012	04/30/2025	05/14/2025	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fees	64.50
77013	04/30/2025	05/14/2025	Monterey Newspapers Partnership	Notice of Public Hearing, Publication in Full - Ordinance 64	3,940.39
77014	04/30/2025	05/14/2025	Monterey Bay Analytical Services	Laboratory Testing	1,022.00
77015	04/28/2025	05/14/2025	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	200.39
77016	04/30/2025	05/14/2025	McGrath Rent Corp.	Locker Room Trailer Rental - Ord Office 05/2025	7,286.98
77017	04/28/2025	05/14/2025	Daiohs USA	Coffee Supplies	476.44
77018	04/28/2025	05/14/2025	Green Rubber-Kennedy AG, LP	(40) ft PVC Pipe, (4) Ball Valves, Fittings - Intermediate Reservoir; General Operations/ Maintenance Supplies	1,363.27
77019	04/29/2025	05/14/2025	Marina Tire & Auto Repair	Oil Change, Tire Rotation - Vehicle #2103; Tire Repair - Vehicle #1401; Oil Change - Vehicle #2303	254.10
77020	05/01/2025	05/14/2025	U.S. Bank National Association	Ord Office Copier Lease 04/26 - 05/25	221.77
77021	04/28/2025	05/14/2025	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 04/2025	417.45
77022	04/21/2025	05/14/2025	In-Situ Inc.	(2) TROLL Data Loggers, (2) Cables - PFAS Testing/ Monitoring Equipment	4,049.77
77023	04/25/2025	05/14/2025	WEX Bank	Fleet Gasoline 04/2025	6,763.02
77024	04/22/2025	05/14/2025	Golden State Truck and Trailer Repair, Inc.	Inspection, Oil Change, Filter Replacements - Vehicles 2001, 2101	1,612.79
77025	05/05/2025	05/14/2025	Staples, Inc.	Office Supplies	454.16
77026	04/30/2025	05/16/2025	Chillin and Grillin Barbeque	IOP B-Side Grand Opening BBQ Luncheon - All Staff	1,966.50
Wire	04/10/2025	05/19/2025	U.S. Bank National Association	2024 Series Bond Payment	413,050.00
Wire	04/10/2025	05/19/2025	U.S. Bank National Association	2019 Series Bond Payment	684,450.00
77027	05/01/2025	05/19/2025	Insight Planners	Web Development/ Maintenance and Hosting 04/2025	1,944.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
77028	04/29/2025	05/19/2025	PG&E	Gas and Electric Service 04/2025	95,517.53
77029	05/08/2025	05/19/2025	PG&E	Electric Service 04/2025	1,673.72
77030	05/08/2025	05/19/2025	PG&E	Electric Service 04/2025	13,636.67
77031	04/30/2025	05/19/2025	Jane's Answering Service	Answering Service 04/02 - 04/29	344.36
77032	02/28/2025	05/19/2025	Schaaf & Wheeler	Construction Phase On-Call Engineering Services - A1/A2 Tanks B/C Booster	4,194.08
77033	04/18/2025	05/19/2025	Verizon Wireless	Cell Phone Service 04/2025	555.28
77034	04/24/2025	05/19/2025	Orkin Pest Control	BLM/IOP Pest Control 04/2025	227.00
77035	04/28/2025	05/19/2025	American Supply Company	Janitorial Supplies	621.68
77036	04/30/2025	05/19/2025	Calcon Systems, Inc.	PLC Replacement Project Phase 2 - Neeson LS	18,365.00
77037	04/30/2025	05/19/2025	Pacific Ag Rentals LLC	Mobile Restroom Rental - Beach Office 04/2025	94.31
77038	05/16/2025	05/19/2025	U.S. Bank National Association	Beach Office Copier Lease 05/10 - 06/09	275.32
77039	02/11/2025	05/19/2025	Remy Moose Manley, LLP	Legal Services 01/2025 (Check Re-Issue)	46,469.79
77040	04/28/2025	05/19/2025	Monterey Bay Technologies, Inc.	IT Support Services 04/2025	3,600.00
77041	04/30/2025	05/19/2025	Peninsula Messenger LLC	Courier Service 05/2025	272.00
77042	04/23/2025	05/19/2025	Western Exterminator Company	Pest Control - Beach Office 04/2025	126.78
77043	04/30/2025	05/19/2025	Iron Mountain, Inc.	Shredding Service 04/2025	571.38
77044	04/28/2025	05/19/2025	AT&T	Phone and Alarm Line Services 04/2025	140.68
77045	05/01/2025	05/19/2025	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 05/2025	500.00
77046	05/01/2025	05/19/2025	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 04/2025	5,592.96
77047	04/30/2025	05/19/2025	Johnson Electronics	BLM Fire Alarm Monitoring 04/2025 - 06/2025	84.00
77048	04/28/2025	05/19/2025	HPS West, Inc.	(200) 1", (50) 3/4" BLMJ Meters with Allegro Register	108,331.28
77049	03/31/2025	05/19/2025	Regional Government Services Authority	Customer Service/ Utility Billing Consulting Services, Reimbursable Expenses 01/2025 - 03/2025	45,491.30
77050	05/08/2025	05/19/2025	Kysmet Security & Patrol, Inc.	Security Patrol Services - MCWD Offices 04/2025	300.00
77051	04/21/2025	05/19/2025	T-Mobile	GPS Service - (38) Fleet Vehicles 04/2025	175.02
77052	04/21/2025	05/19/2025	T-Mobile	Cell Phone Service 04/2025	1,945.69
77053	05/08/2025	05/19/2025	InfoSend, Inc.	Maintenance/ IVR Transaction Fees; Customer Billing Statements; Additional Inserts - MCWD Imposter, Customer Service Moving 04/2025	8,214.25
77054	04/21/2025	05/19/2025	Staples, Inc.	Office Supplies	219.80
77055	05/06/2025	05/19/2025	Conservation Rebate Program	303 Sirena Del Mar Rd - Landscape Rebate	150.00
77056	05/02/2025	05/19/2025	Conservation Rebate Program	139 Seal Ct - (2) Toilet Rebates	398.00
77057	05/02/2025	05/19/2025	Conservation Rebate Program	2758 Bungalow Dr - Washer Rebate	150.00
77058	05/01/2025	05/19/2025	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 05/2025	899.94
77059	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 665 Bailey Ct	6.58
77060	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 179 Via Del Mar Pl #A	60.99
77061	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 107 Malmedy Rd	36.15
77062	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - Hydrant Meter	1,926.70
77063	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - Hydrant Meter	1,807.20
77064	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 3003 Arido Way	265.48

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
77065	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 3296 Steven Ct	60.99
77066	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 21231 Ord Ave #321	6.26
77067	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 262 Modern Ln	84.64
77068	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 3003 Shasta Way	29.13
77069	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 2999 Abrams Dr	73.35
77070	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - Hydrant Meter	1,495.40
77071	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - Hydrant Meter	2,098.90
77072	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 18918 Kilpatrick Ln	12.66
77073	05/19/2025	05/19/2025	Customer Service Refund	Refund Check - 139 Seal Ct	30.32
77074	05/20/2025	05/21/2025	Monterey Peninsula Engineering	McClure Way Phase II Water Pipeline Improvements - Seaside Resort Reimbursement Agreement	668,000.00
77075	04/30/2025	05/27/2025	Ace Hardware of Watsonville, Inc.	General Operations/ Maintenance, Meter Reader, Water Resources Supplies	727.55
77076	05/02/2025	05/27/2025	Grainger	General Operations/ Maintenance Supplies	651.38
77077	03/31/2025	05/27/2025	Schaaf & Wheeler	Fire Hydrant Replacement Project - Specs Update; Gigling Rd Water Pipeline - QC Review; Respond to RFIs from Water Resources Staff; Provide Property Records; Update District System Maps/ Standard Details 03/2025; Developer (Dunes 3 Backbone)	5,829.00
77078	04/30/2025	05/27/2025	Monterey Peninsula Engineering	Pump Base Replacement - Reservation LS	22,795.19
77079	05/05/2025	05/27/2025	MBS Business Systems	Copier Maintenance 03/20 - 08/05	3,221.93
77080	04/30/2025	05/27/2025	Owen Equipment	Vehicle Inspection, Repair - Vehicle #2001; Nozzle Repair	10,865.37
77081	05/06/2025	05/27/2025	Monterey Bay Analytical Services	Laboratory Testing	440.00
77082	05/08/2025	05/27/2025	Maynard Group	Connect Security Camera, Backup Internet Solution	4,220.91
77083	12/17/2024	05/27/2025	Collins Electrical Company, Inc.	Emergency Light Repair - IOP Office	601.28
77084	04/30/2025	05/27/2025	ARC Document Solutions, LLC	General Engineering Supplies	158.96
77085	04/29/2025	05/27/2025	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	866.01
77086	04/30/2025	05/27/2025	The Paul Davis Partnership, LLP	Bidding/ Construction Phase - IOP B Side Improvements	2,378.50
77087	05/02/2025	05/27/2025	Val's Plumbing & Heating, Inc.	HVAC Service - BLM	1,260.91
77088	04/30/2025	05/27/2025	Calcon Systems, Inc.	Reservoir Signal Troubleshooting	760.00
77089	04/28/2025	05/27/2025	Univar Solutions USA, Inc.	(700) gals Chlorine - Intermediate Reservoir	2,485.32
77090	05/02/2025	05/27/2025	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	33.04
77091	05/06/2025	05/27/2025	U.S. Bank Corporate Payment Systems	(2) Backflow, Cross-Connection Control Manuals; (2) Climbing Sleeves; Shipping Charges - Laboratory; 2025 GM Leadership Summit, Hotel - GM; Picnic Table - IOP Office; IT/ Computer Supplies; Monthly/ Annual Software Subscriptions; General Supplies	11,591.19
77092	05/07/2025	05/27/2025	Marina Tire & Auto Repair	Oil Change - Vehicles 1301, 1701, 1802	256.71
77093	04/23/2025	05/27/2025	Monterey Bay Technologies, Inc.	Owl Camera Replacement - IOP Conference Room	1,146.03
77094	04/21/2025	05/27/2025	ICONIX Waterworks (US), Inc.	(6) Flanges, (6) Bolt Up Sets, (6) Gaskets - Ord Water Line; (3) Gate Valves, (8) Flanged Tees, (6) Lug Kits, (12) Bolt Up Sets, (16) Gaskets	21,845.83
77095	04/29/2025	05/27/2025	Brigantino & Davis Real Estate Appraisal	Appraisal Report	5,500.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
77096	04/30/2025	05/27/2025	Evoqua Water Technologies, LLC	Chemical Pump Maintenance, (3,100) gals Bioxide - East Garrison LS	15,827.06
77097	04/29/2025	05/27/2025	Johnson Electronics	Panel Troubleshooting - BLM	250.00
77098	05/20/2025	05/27/2025	Conservation Rebate Program	489 Palisade Dr - Washer Rebate	100.00
77099	04/30/2025	05/27/2025	AutoZone Parts, Inc.	General Operations/ Maintenance Supplies	4.81
77100	04/23/2025	05/27/2025	TW Associates, LLC	General Operations/ Maintenance Supplies	174.80
77101	04/15/2025	05/27/2025	SBRK Finance Holdings, Inc.	Springbrook Employee Self Service, Project Management Modules - Professional Services	1,905.00
77102	05/06/2025	05/27/2025	Interstate Battery of San Jose	General Operations/ Maintenance Supplies	309.79
77103	05/16/2025	05/27/2025	Conservation Rebate Program	118 Lakewood Dr - (2) Toilet Rebates	150.00
77104	05/08/2025	05/27/2025	Todd Groundwater	Investigation/ Development of Rehab Requirements - Well 12	1,447.50
77105	05/08/2025	05/27/2025	BSK Associates	Laboratory Testing - (8) Reservoirs, (7) Wells	12,542.21
77106	05/07/2025	05/27/2025	Amazon Capital Services, Inc.	(2) Climbing Gear Sleeves	1,249.40
77107	05/07/2025	05/27/2025	California Fire Protection Inc	Tamper Switch Replacement - IOP Office	1,350.00
77108	05/15/2025	05/27/2025	Blaine Tech Services Inc	Water Quality Testing - (2) Monitoring Wells	6,428.00
77109	05/16/2025	05/27/2025	Conservation Rebate Program	3193 Tallmon St - Toilet Rebate	75.00
77110	05/20/2025	05/27/2025	Conservation Rebate Program	4373 Shoreline Ct - Washer Rebate	150.00
77111	05/20/2025	05/27/2025	Conservation Rebate Program	3127 Lake Dr - (2) Toilet Rebates	150.00
77112	04/01/2025	05/27/2025	City of Seaside	Sewer Line Repair Assistance - Imjin LS Force Main Break (Check Re-Issue)	2,137.29
ACH	05/09/2025	05/09/2025	Payroll Direct Deposits	Payroll Ending 05/02/25	159,662.23
ACH	05/09/2025	05/09/2025	CalPERS	Payroll Ending 05/02/25	41,022.34
ACH	05/09/2025	05/09/2025	Empower Retirement	Payroll Ending 05/02/25	19,031.05
ACH	05/09/2025	05/09/2025	Internal Revenue Service	Payroll Ending 05/02/25	68,500.47
ACH	05/09/2025	05/09/2025	State of California - EDD	Payroll Ending 05/02/25	15,216.55
ACH	05/09/2025	05/09/2025	WageWorks, Inc.	Payroll Ending 05/02/25	2,247.53
501924	05/09/2025	05/13/2025	Teamsters Local Union No. 856	Payroll Ending 05/02/25	777.00
501925	04/08/2025	05/15/2025	Calif-Nevada Section, AWWA	Water Use Efficiency Practitioner I Certification Renewal	135.00
501926	04/08/2025	05/15/2025	CWEA - Monterey Bay Section	Membership Renewal	239.00
501927	04/25/2025	05/15/2025	AFLAC	Employee Paid Benefits 04/2025	2,026.86
501928	04/04/2025	05/15/2025	Employnet, Inc.	Temporary O&M Admin Assistant 03/24 - 03/27	957.00
501929	04/17/2025	05/15/2025	Principal Life	Employee Paid Benefits 05/2025	327.56
501930	03/10/2025	05/15/2025	Lincoln National Life Insurance Company	Life, Disability, AD&D Insurance 04/2025	4,198.47
501931	04/23/2025	05/15/2025	WageWorks, Inc.	FSA Admin Fees 04/2025	212.00
501932	04/29/2025	05/15/2025	Federico Embroidery	Uniform Benefit - (10) Administration	2,904.32
501933	04/16/2025	05/15/2025	Transamerica Life Insurance Company	Employee Paid Benefits 04/2025	313.96
501934	04/24/2025	05/15/2025	Employee Reimbursement	Boot Benefit - O&M	201.01
501935	03/31/2025	05/15/2025	Regional Government Services Authority	Advertisement - Customer Service Administrator; Classification/ Compensation Study, Human Resources Consulting Services 03/2025	15,855.47
501936	04/16/2025	05/15/2025	Agile Occupational Medicine, PC	Drug Test (DOT) - O&M	125.00
501937 - 501938	05/16/2025	05/16/2025	Board Compensation Checks and Direct Deposit	Board Compensation 04/2025	738.80

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	05/16/2025	05/16/2025	Internal Revenue Service	Board Compensation 04/2025	122.40
501939	05/02/2025	05/19/2025	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 06/2025	105,175.62
501940	04/25/2025	05/19/2025	Federico Embroidery	Uniform Benefit - IT	384.73
ACH	05/23/2025	05/23/2025	Payroll Direct Deposits	Payroll Ending 05/16/25	148,676.64
ACH	05/23/2025	05/23/2025	CalPERS	Payroll Ending 05/16/25	40,619.37
ACH	05/23/2025	05/23/2025	Empower Retirement	Payroll Ending 05/16/25	19,436.28
ACH	05/23/2025	05/23/2025	Internal Revenue Service	Payroll Ending 05/16/25	66,423.24
ACH	05/23/2025	05/23/2025	State of California - EDD	Payroll Ending 05/16/25	14,441.33
ACH	05/23/2025	05/23/2025	WageWorks, Inc.	Payroll Ending 05/16/25	2,247.53
<b>Total Disbursements for May 2025</b>					<b>4,005,534.33</b>

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10-B

**Meeting Date:** June 16, 2025

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Adopt Resolution No. 2025-32 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2025-2026

**Staff Recommendation:** The Board of Directors adopt Resolution No. 2025-32 to approve prepayment of the District's FY 2025-2026 CalPERS annual employer unfunded accrued liability (UAL) contribution in the amount of \$470,826.

**Background:** *Strategic Goal No. 3 – FINANCE – stable and secure funding and affordable rates; Objective 3.2: Finances are well managed to provide adequate revenue and avoid volatile rates.*

The CalPERS Unfunded Accrued Liability (UAL) represents the shortfall between the total pension benefits earned by employees and retirees to date and the assets currently held in the pension fund to pay those benefits. The UAL arises due to a variety of factors including changes in actuarial assumptions, investment returns, and demographic shifts. As a participating agency in CalPERS, the District is required to make annual UAL payments to ensure the long-term sustainability of the pension system.

Each fiscal year, CalPERS provides public agencies with the option to either pay the UAL on a monthly basis or through an annual prepayment plan. For FY 2025-2026, the District's total UAL across its two plans are:

- Miscellaneous Plan - \$460,535
- PEPRM Miscellaneous Plan - \$10,291
- Total Annual Payment - \$470,826

**Discussion/Analysis:** CalPERS invoices UAL monthly with an option to prepay the annual amount by July 31. By selecting the annual prepayment option and submitting the payment by July 31, 2025, the District will save \$15,745, or approximately 3%, compared to the cost of making monthly payments over the course of the year. These savings are realized through interest cost avoidance, as CalPERS provides a discount for early, lump-sum payments.

The District has historically opted for the annual prepayment plan as a cost-effective approach to meeting its pension obligations while supporting long-term financial stability. Staff recommends continuing this approach for FY 2025-2026 to take advantage of the offered savings and to streamline the District's payment processes. Over the course of the last nine years, the District has saved a cumulative total of \$83,673 in interest by avoiding monthly installment payments. This strategy supports that District's ongoing commitment to responsible financial stewardship and ensures timely fulfillment of pension obligations while minimizing costs to ratepayers.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:**  Yes  No **Funding Source/Recap:** Funded through FY 2054-2026 Operating Budget of Marina and Ord Cost Centers.

**Other Consideration:** None.

**Material Included for Information/Consideration:** Resolution No. 2025-32; and, CalPERS Classic and PEPRAs Actuarial Valuation - Required Employer Contributions for FY 2025-2026.

**Action Required:**  Resolution  Motion  Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

June 16, 2025

Resolution No. 2025-32  
Resolution of the Board of Directors  
Marina Coast Water District

Approving Prepayment of Marina Coast Water District's CalPERS Annual Employer  
Unfunded Accrued Liability Contribution for FY2025-2026 in the amount of \$470,826

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), regular meeting duly called and held on June 16, 2025 at 920 Second Avenue, Suite B, Marina California as follows:

WHEREAS, the CalPERS Unfunded Accrued Liability (UAL) represents the shortfall between the total pension benefits earned by employees and retirees to date and the assets currently held in the pension fund to pay for those benefits; and,

WHEREAS, the UAL arises due to a variety of factors, including changes in actuarial assumptions, investment returns, and demographic shifts. As a participating agency, the District is required to make annual UAL payments to ensure the long-term sustainability of the pension system; and,

WHEREAS, the UAL is invoiced by CalPERS monthly with an option to prepay the annual amount by July 31<sup>st</sup> discounted by 3% of the annual amount; and,

WHEREAS, by prepaying the UAL for FY2025-2026 the District will realize a savings of \$15,745 plus the cost to process twelve invoices instead of one invoice; and,

WHEREAS, over the last nine years, the District has realized a cost savings of \$83,673 in interest by prepaying annually.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina COAST Water District does hereby approve prepayment of the District's FY 2025-2026 CalPERS annual employer unfunded accrued liability contribution in the amount of \$470,826.

PASSED AND ADOPTED on June 16, 2025 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 \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, President

ATTEST:

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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. 2025-32 adopted June 16, 2025.

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Remleh Scherzinger, Secretary

## Required Employer Contributions

The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

	Fiscal Year
<b>Required Employer Contributions</b>	<b>2025-26</b>
Employer Normal Cost Rate	10.76%
<i>Plus</i>	
Unfunded Accrued Liability (UAL) Contribution Amount <sup>1</sup>	\$475,936
<i>Paid either as</i>	
1) Monthly Payment	\$39,661.33
<i>Or</i>	
2) Annual Prepayment Option*	\$460,535
<p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) and the Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</p> <p>* Only the UAL portion of the employer contribution can be prepaid <b>(which must be received in full no later than July 31)</b>.</p> <p>For <a href="#">Member Contribution Rates</a> see the following page.</p>	

Development of Normal Cost as a Percentage of Payroll	Fiscal Year	Fiscal Year
	2024-25	2025-26
Base Total Normal Cost for Formula	17.08%	17.13%
Surcharge for Class 1 Benefits <sup>2</sup>		
a) FAC 1	0.56%	0.57%
Plan's Total Normal Cost	17.64%	17.70%
Offset Due to Employee Contributions <sup>3</sup>	6.93%	6.94%
Employer Normal Cost	10.71%	10.76%

<sup>1</sup> The required payment on amortization bases does not take into account any additional discretionary payment made after April 30, 2024.

<sup>2</sup> Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges.

<sup>3</sup> This is the expected employee contributions, taking into account individual benefit formula and any offset from the use of a modified formula, divided by projected annual payroll. For member contribution rates above the breakpoint for each benefit formula, see [Member Contribution Rates](#).

## Required Employer Contributions

The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

Required Employer Contributions	Fiscal Year 2025-26
<b>Employer Normal Cost Rate</b>	<b>7.96%</b>
<i>Plus</i>	
<b>Unfunded Accrued Liability (UAL) Contribution Amount<sup>1</sup></b>	<b>\$10,635</b>
<i>Paid either as</i>	
<b>1) Monthly Payment</b>	<b>\$886.25</b>
<i>Or</i>	
<b>2) Annual Prepayment Option*</b>	<b>\$10,291</b>

The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) and the Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).

\* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).

For [Member Contribution Rates](#) see the following page.

Development of Normal Cost as a Percentage of Payroll	Fiscal Year 2024-25	Fiscal Year 2025-26
Base Total Normal Cost for Formula	15.62%	15.71%
Surcharge for Class 1 Benefits <sup>2</sup>		
None	0.00%	0.00%
Plan's Total Normal Cost	15.62%	15.71%
Offset Due to Employee Contributions <sup>3</sup>	7.75%	7.75%
Employer Normal Cost	7.87%	7.96%

<sup>1</sup> The required payment on amortization bases does not take into account any additional discretionary payment made after April 30, 2024.

<sup>2</sup> Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges.

<sup>3</sup> This is the expected employee contributions, taking into account individual benefit formula and any offset from the use of a modified formula, divided by projected annual payroll. For member contribution rates above the breakpoint for each benefit formula, see [Member Contribution Rates](#).

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10-C

**Meeting Date:** June 16, 2025

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Adopt Resolution No. 2025-33 to Approve FY 2025-2026 Professional Services Agreement with Regional Government Services Authority to provide Human Resources and Risk Management services to the District

**Staff Recommendation:** The staff recommends the adoption of Resolution No. 2025-33 to approve the FY 2025-2026 professional services agreement with Regional Government Services to provide Human Resources and Risk Management services to the District.

**Background:** *Strategic Plan, Goal No. 2 PEOPLE – A high performing Board, Staff, and Organization – Objective 2.1: The District attracts, onboards, and retains high-performing staff, and manages succession successfully. Objective 2.2: Tools, systems, processes, policies, culture and training are u-to-date and support the ability of staff to perform efficiently and effectively.*

In May 2023, the District’s Human Resources/Risk Administrator position became vacant. To ensure continuity of essential Human Resources (HR) functions, the District contracted with the Regional Government Services Authority (RGS) to provide interim Human Resources and Risk Management support.

**Discussion/Analysis:** Staff recommends continuing services with RGS for FY 2025-2026 under a professional services agreement not to exceed \$190,000.

RGS has provided Human Resources and Risk Management services to the District since the HR/Risk Administrator position was vacated in May 2023. To maintain continuity of essential operations, the District first engaged RGS through a professional services agreement from May 2023 to June 2024 with a total contract amount of \$99,000. This was followed by a renewed agreement covering July 2024 to June 2025, with an expanded scope of work and a contract amount of not-to-exceed \$190,000. For FY 2025-2026, the agreement continues with the same not-to-exceed amount and includes projected savings of approximately \$67,000.

Since their initial engagement, RGS has delivered consistent, high-quality support in a range of human resources functions, including:

- Recruitment, hiring, and onboarding of new employees
- Oversight of employee relations and personnel matters
- Benefits administration and FMLA coordination
- Performance management guidance and compliance with labor laws
- Risk management oversight and support

RGS has proven to be a trusted and effective advisor, helping the District maintain operational stability while meeting complex regulatory and personnel management requirements.

The following performance measures highlight the scope and impact of RGS's services over the past two fiscal years:

Performance Measure	FY23/24	FY24/25 (to date)
Recruitments	25	12
Applications Processed/Screened	284	281
New Hire Processing	13	8
Job Descriptions Developed/Reviewed	3	2
Grievances & Disciplinary Actions	2	5
Personnel Action Forms Processed	76	57
FMLA Cases Managed	11	11
Health Benefits Enrollments/Changes	7	10

Continuing the partnership with RGS will ensure uninterrupted delivery of essential HR and risk management services as the District evaluates long-term staffing needs. Their ongoing support remains critical to maintaining organizational effectiveness and compliance.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:**  Yes  No **Funding Source/Recap:** Funded through FY 2025-2026 Operating Budget of Marina and Ord Cost Centers.

**Other Consideration:** None.

**Material Included for Information/Consideration:** Resolution No. 2025-33; and, FY 2025-2026 Professional Services Agreement with Regional Government Services Authority.

**Action Required:**  Resolution  Motion  Review

Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

June 16, 2025

Resolution No. 2025-33  
Resolution of the Board of Directors  
Marina Coast Water District

Approving the Professional Services Agreement between Marina Coast Water District and Regional Government Services Authority for Human Resources and Risk Management Services

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on June 16, 2025 at 920 Second Avenue, Suite B, Marina California as follows:

WHEREAS, the District’s Human Resources/Risk Administrator position became vacant in May 2023; and,

WHEREAS, the District subsequently contracted with Regional Government Services Authority (RGS) to provide interim Human Resources and Risk Management services; and,

WHEREAS, the District is seeking approval for a professional services agreement with RGS for Fiscal Year 2025-2026, with a maximum not-to-exceed amount of \$190,000; and,

WHEREAS, RGS has delivered a consistent, high-quality range of HR functions, including: (1) recruitment, hiring, and onboarding of new employees, (2) oversight of employee relations and personnel matters, (3) Benefits administration and FMLA coordination, (4) Performance management guidance and compliance with labor laws, and (5) risk management oversight and support; and,

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

1. adopt Resolution No. 2025-33 approving the Fiscal Year 2025-2026 contract with Regional Government Services Authority (RGS), with a maximum not-to-exceed amount of \$190,000; and,
2. authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 19, 2025 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 \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, 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. 2025-33 adopted June 19, 2025.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN MARINA COAST WATER DISTRICT  
AND REGIONAL GOVERNMENT SERVICES AUTHORITY  
FOR HUMAN RESOURCE SERVICES**

Funding: Consulting Services (01-01-038-111, 02-01-038-111, 03-01-038-111, 04-01-038-111, 05-01-038-111, 07-01-038-111)

Task No. PSAxWD-4017AD

THIS AGREEMENT, made and entered into this Human Resource Consulting and Risk Management Services, by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and Regional Government Services Authority, with its principal offices at P.O. Box 1350, Carmel Valley, CA 93924 hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to Human Resources and Risk Management with a scope generally defined in Appendix A; and,

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

WHEREAS, CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner, for an amount not-to-exceed \$190,000.

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

**ARTICLE I - PROFESSIONAL ENGAGEMENT**

DISTRICT hereby engages REGIONAL GOVERNMENT SERVICES AUTHORITY 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 contractor the indicated 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 sub-contracting 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. Further, DISTRICT confirms that CONSULTANT employer are not assuming and are not expected to assume any DISTRICT staff position(s).

## **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 specific Human Resource 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 DISTRICT IN WRITING PRIOR TO INITIATION OF THESE SERVICES.**)

## **ARTICLE III – GENERAL PROVISIONS**

A. 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, if applicable, 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.

B. 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.

C. 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.

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 Paula Riso and Mary Lagasca as DISTRICT REPRESENTATIVE's 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 resulting from CONSULTANT's services hereunder.

## **ARTICLE VII: COMPENSATION**

Payment for the Human Resource 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 percent 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 immediate 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 an itemized statement or invoice of costs to the DISTRICT for each month that work is performed. The DISTRICT shall pay the CONSULTANT by the 25<sup>th</sup> 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, 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, and DISTRICT agrees to defend, Indemnify, and hold harmless CONSULTANT from all claims, damages, and expenses including attorney's fees arising from any use by DISTRICT of such uncompleted work Product.

## **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**

The CONSULTANT shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the DISTRICT. 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 against third party claims, and save harmless the DISTRICT, its officers, agents, 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 against third party claims, its officers, directors, employees and agents, and authorized volunteers as provided in Attachment 4 from and against all claims, damages, costs, losses and expenses

(including but not limited to reasonable attorneys' fees) to the extent 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.

DISTRICT acknowledges that, pursuant to California Government Code §990, CONSULTANT, as a public entity, may satisfy the coverage requirements set forth herein with a combination of self-insurance and self-insured pool insurance. Insurance coverage shall provide that such insurance is primary insurance.

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.

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. 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. Either party may terminate this agreement at any time upon giving thirty (30) days written notice to the other party. 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  
2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933  
Attention: General Manager

TO: Regional Government Services Authority  
P.O. Box 1350  
Carmel Valley, CA 93924  
Attention: Sophia Selivanoff, Executive Director

**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.

**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

Regional Government Services  
Authority

\_\_\_\_\_  
Remleh Scherzinger  
General Manager

\_\_\_\_\_  
Sophia Selivanoff, Acting Exe Director

Appendix A includes:

Consultant's Proposal (Scope of Services)

**Appendix A**  
**Scope of Services for Fiscal Year 2025-2026**

Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as Advisors to the Marina Coast Water District, hereafter “District”, which may require performing any or all of the functions described below:

1. Provide as needed human resources consulting services to the District. Consulting services include implementation of work on identified priority projects, and also include the following activities as needed:
  - 1.1. Provide professional advice regarding best practice to facilitate the effective and compliant administration of District’s personnel rules, human resources related policies and practices, and payroll practices.
  - 1.2. Provide professional guidance and assistance to District staff in the areas of performance management, training development, compensation, and benefits.
  - 1.3. Development and coordination of executive and non-executive level recruitments.
  - 1.4. Review payroll processes and practices to ensure compliance with state and federal laws and best practices.
  - 1.5. Benefit review and analyze of administration; assist with benefit administration.
  - 1.6. Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
  - 1.7. Draft specific documentation relevant to resolving a range of human resources issues; coach managers as needed on effective actions and communications to achieve resolution; coach supervisors on conducting sensitive personnel conversations.
  - 1.8. Draft required communications, including administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and transactions.
  - 1.9. Review of classification descriptions and FLSA designation and recommend updates as needed.
  - 1.10. Conduct salary surveys of comparable agencies.
  - 1.11. Coordinate and assist with leave management, including but not limited to workers’ compensation, medical leaves, and reasonable accommodation.
  - 1.12. As requested, assist with employee/employer relations; assist with labor negotiations
  - 1.13. Update HR systems documentation for current best practices.
  - 1.14. Review of the occupational safety policies, resources and administrative systems to ensure legal compliance and best practices.

- 1.15. Serves as risk manager in matters relating to workers compensation, liability and property damage claims; ensures that safety issues and concerns of employees and the public are addressed.
  - 1.16. Manages the employee relations program and policies to ensure effective supervisory practices, advises and collaborates with managers and supervisors to utilize employee relations best practice strategies, assists with problem solving and the facilitation of conflict resolution.
  - 1.17. Administers the workers compensation program to include management of claims, monitoring employee injuries and accidents and follows up on treatment, procedures and payment of claims.
  - 1.18. Responds to grievances and assists managers and supervisors in administering disciplinary actions.
  - 1.19. Monitors changes in laws, regulations and technology that may affect the human resources function; implements policy and procedural changes as required.
2. Be reasonably available to perform the services during the normal work week. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate District project manager and with the RGS Lead Advisor or Advisors.
  3. RGS will maintain open communication lines with District staff through written documentation, video conference calls, phone, and e-mail.
  4. The District will only be invoiced for the actual hours worked. The work will be done remotely or onsite.
  5. Projects and activities may be modified on request of the District. The District will only be invoiced for the actual hours worked.
  6. The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at Lead Advisor's discretion.

**RGS STAFF RATES**

CLASSIFICATION	HOURLY RATE
Agency Executive	\$222
Strategic Services Consultant	\$191
Senior Advisor	\$161
Advisor	\$137
Technical Specialist	\$121
Administrative Specialist	\$108

Appendix B Includes:

Insurance Requirements

Indemnification Agreements / Insurance Requirements

## Appendix B

### Insurance Requirements

#### INDEMNIFICATION AGREEMENTS INSURANCE REQUIREMENTS

#### AGREEMENTS

**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 against third party claims, and indemnify and hold harmless the Marina Coast Water District (District), its directors, officers, 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 to the extent 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 to the extent 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 third parties 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 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, to the extent arising out of, resulting from, or on account of the violation of any governmental law or regulation, where the compliance with which is the responsibility of Consultant.

- d. Any and all losses, expenses, damages (including damages to the work itself), reasonable attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal 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 reasonable 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, to the extent they are covered by the above obligations of indemnity.

Consultant shall pay and satisfy any the proportional 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 as determined.

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 there from.

**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 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 wrongful acts, 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 (non-owned)

**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. **[NOTE: THIS VALUE SHOULD BE ADJUSTED BASED ON VALUE OF PROJECT. UPPER RANGE IS ESTIMATED AT \$5,000,000 WHICH WOULD BE FOR LARGER CONSTRUCTION PROJECTS, E.G., STORAGE TANKS, TREATMENT FACILITIES, LARGE PUMP/LIFT STATIONS. ]**
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.

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

1. The District, its directors, officers, employees, or authorized volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, 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, or authorized volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to Member Water District, its directors, officers, employees, or authorized volunteers.
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 a policy forms and through self-insurance or 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.

**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.

**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. However, DISTRICT acknowledges that CONSULTANT, as a public entity, may satisfy these requirements with self-insurance or self-insured risk pool coverage

**MEC Coverage** – For work involving portions of the former Fort Ord outside the cantonment area, all insurance maintained by Consultant shall include coverage for services, work in or around MEC, or claims, damage or injury related in any way to this Agreement which arise from MEC. The Marina Coast Water District, its officers, directors and employees and any of its authorized representatives and volunteers shall be named as additional insureds under all insurance maintained by Consultant related in any way to work performed by it on behalf of the Marina Coast Water 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 an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-4.

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 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933  
Attn: Stephenie Verduco

**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 (sub-consultants) 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.

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10-D

**Meeting Date:** June 16, 2025

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Consider Adoption of Resolution No. 2025-34 to Approve Revised Job Descriptions to Comply with Senate Bill 1100 (2023-2024)

**Staff Recommendation:** The Board of Directors adopt Resolution No. 2025-34 to approve the revised job descriptions for selected District positions to remove the requirement for a valid driver’s license as a condition of employment where applicable, in compliance with Senate Bill 1100 (2023–2024), effective January 1, 2025.

**Background:** *Strategic Plan, Goal No. 2.1 – The District attracts, onboards, and retains high-performing staff and manages succession effectively.*

Senate Bill 1100, signed into law in 2024 and effective January 1, 2025, amends the California Fair Employment and Housing Act (FEHA; Gov’t. Code §12940) to prohibit an employer’s inclusion of a statement in a job advertisement, posting, application or other material that an applicant for the position must possess a driver’s license unless driving is an essential function of the position and no reasonable alternative transportation methods exist. The bill is intended to eliminate unnecessary employment barriers and promote inclusive hiring practices, especially for individuals who are unable to obtain a driver’s license due to financial, legal, or other personal circumstances.

**Discussion/Analysis:** Senate Bill 1100 places new restrictions on employers regarding the use of driver’s license requirements in job postings and employment qualifications. Specifically, under SB 1100, an employer may not state that an applicant must possess a valid driver’s license unless both of the following conditions are met:

- The employer reasonably expects that driving will be one of the job functions of the position.
- The employer reasonably believes that using an alternative form of transportation would not be comparable in travel time or cost to the employer.

An “alternative form of transportation” may include, but is not limited to:

- Ride-hailing services
- Taxis
- Carpooling
- Bicycling
- Walking

To ensure compliance with the provisions of SB 1100, the District conducted a comprehensive review of all job classifications. This review included consultations between the District’s Human Resources consultant and department directors and managers to evaluate the essential functions of each position and determine whether a driver’s license is a necessary requirement.

Based on this collaborative analysis, it was determined that for several positions, the possession of a valid California driver’s license is not essential to perform the core duties of the role. As a result, the following job descriptions have been revised to remove the driver’s license requirement as a condition of employment:

- Accountant
- Administrative Assistant
- Controller
- Customer Service Administrator
- Director of Administrative Services
- District Analyst I/II/III
- District Engineer
- Engineering Job Family
- Engineering Technician
- Human Resources Administrator
- Information Technology (IT) Administrator
- Operations & Maintenance Coordinator
- Project Manager Job Family

These revisions reflect the District’s commitment to equitable hiring practices and align with SB 1100, which prohibits the use of a driver’s license as a barrier to employment unless driving is an essential job function. In these positions, employees are not expected to regularly operate District vehicles or perform duties that inherently require driving.

Positions where driving remains a critical function such as field operations, utility services, and maintenance roles will retain the driver’s license requirement consistent with operational needs.

**Environmental Review Compliance:** None.

**Legal Counsel Review:** Legal Counsel has reviewed the transmittal.

**Climate Adaptation:** Not applicable.

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

**Other Considerations:** None.

**Material Included for Information/Consideration:** Resolution No. 2025-34; and, Senate Bill 1100 Summary. Job descriptions are available on the District website.

**Action Required:**      X   Resolution           Motion           Review

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**Board Action**

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

June 16, 2025

Resolution No. 2025-34  
Resolution of the Board of Directors  
Marina Coast Water District

Approving the Revised Job Descriptions to Comply with Senate Bill 1100 (2023-2024)

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), a regular meeting duly called and held on June 16, 2025 at 920 Second Avenue, Suite B, Marina California as follows:

WHEREAS, Senate Bill 1100, effective January 1, 2025, amends the California Fair Employment and Housing Act (FEHA; Gov’t. Code §12940) to prohibit an employer’s inclusion of a statement in a job advertisement, posting, application or other material that an applicant for the position must possess a driver’s license as a condition of employment unless driving is an essential function of the position and no reasonable alternative transportation method exist; and,

WHEREAS, the District conducted a comprehensive review of all job classifications in consultation with its Human Resources consultant and department leadership to evaluate whether a driver’s license is necessary to perform the essential functions of each position; and,

WHEREAS, it was determined that in several job descriptions, possession of driver’s license is not essential for the performance of core duties; and,

WHEREAS, the revised job descriptions support the District’s commitment to equitable hiring practices and align with SB 1100; and,

WHEREAS, positions where driving remains a critical function such as field operations, utility services and maintenance roles will retain the driver’s license requirement consistent with operational needs.

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

1. adopt Resolution No. 2025-34, Adopting the Revised Job Descriptions to Comply with Senate Bill 1100 (2023-2024).
2. authorize the General Manager to revise MCWD job descriptions to comply with Senate Bill 1100 (2023-2024).
3. directs the General Manager to take all actions as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 16, 2025, 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 \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, 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. 2025-34 adopted June 16, 2025.

\_\_\_\_\_  
Remleh Scherzinger, Secretary



## SB-1100 Discrimination: driver's license. (2023-2024)

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Date Published: 09/30/2024 09:00 PM

### Senate Bill No. 1100

#### CHAPTER 877

An act to amend Section 12940 of the Government Code, relating to discrimination.

[ Approved by Governor September 28, 2024. Filed with Secretary of State  
September 28, 2024. ]

#### LEGISLATIVE COUNSEL'S DIGEST

SB 1100, Portantino. Discrimination: driver's license.

Existing law, the California Fair Employment and Housing Act, prohibits various forms of employment and housing discrimination, including various types of discrimination because of national origin, defined to include discrimination on the basis of possessing a driver's license granted pursuant to existing law that requires the Department of Motor Vehicles to issue an original driver's license to a person who is unable to submit satisfactory proof that the applicant's presence in the United States is authorized under federal law, as specified. Existing law empowers the Civil Rights Department to investigate and prosecute complaints alleging unlawful practices.

This bill would make it an unlawful employment practice for an employer to include a statement in various employment materials that an applicant must have a driver's license unless the employer reasonably expects the duties of the position to require driving and the employer reasonably believes that satisfying that job function using an alternative form of transportation would not be comparable in travel time or cost to the employer, as specified.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

#### THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** Section 12940 of the Government Code is amended to read:

**12940.** It is an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California:

(a) For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to

employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

(1) This part does not prohibit an employer from refusing to hire or discharging an employee with a physical or mental disability, or subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee with a physical or mental disability, if the employee, because of a physical or mental disability, is unable to perform the employee's essential duties even with reasonable accommodations, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations.

(2) This part does not prohibit an employer from refusing to hire or discharging an employee who, because of the employee's medical condition, is unable to perform the employee's essential duties even with reasonable accommodations, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations. Nothing in this part shall subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee who, because of the employee's medical condition, is unable to perform the employee's essential duties, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations.

(3) Nothing in this part relating to discrimination on account of marital status shall do either of the following:

(A) Affect the right of an employer to reasonably regulate, for reasons of supervision, safety, security, or morale, the working of spouses in the same department, division, or facility, consistent with the rules and regulations adopted by the council.

(B) Prohibit bona fide health plans from providing additional or greater benefits to employees with dependents than to those employees without or with fewer dependents.

(4) Nothing in this part relating to discrimination on account of sex shall affect the right of an employer to use veteran status as a factor in employee selection or to give special consideration to Vietnam-era veterans.

(5) (A) This part does not prohibit an employer from refusing to employ an individual because of the individual's age if the law compels or provides for that refusal. Promotions within the existing staff, hiring or promotion on the basis of experience and training, rehiring on the basis of seniority and prior service with the employer, or hiring under an established recruiting program from high schools, colleges, universities, or trade schools do not, in and of themselves, constitute unlawful employment practices.

(B) The provisions of this part relating to discrimination on the basis of age do not prohibit an employer from providing health benefits or health care reimbursement plans to retired persons that are altered, reduced, or eliminated when the person becomes eligible for Medicare health benefits. This subparagraph applies to all retiree health benefit plans and contractual provisions or practices concerning retiree health benefits and health care reimbursement plans in effect on or after January 1, 2011.

(b) For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, reproductive health decisionmaking, or veteran or military status of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, reproductive health decisionmaking, or veteran or military status of the person in the election of officers of the labor organization or in the selection of the labor organization's staff or to discriminate in any way against any of its members or against any employer or against any person employed by an employer.

(c) For any person to discriminate against any person in the selection, termination, training, or other terms or treatment of that person in any apprenticeship training program, any other training program leading to employment, an unpaid internship, or another limited duration program to provide unpaid work experience for that person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, reproductive health decisionmaking, or veteran or military status of the person discriminated against.

(d) For any employer or employment agency to print or circulate or cause to be printed or circulated any publication, or to make any nonjob-related inquiry of an employee or applicant, either verbal or through use of an application form, that expresses, directly or indirectly, any limitation, specification, or discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, reproductive health decisionmaking, or veteran or military status, or any intent to make any such limitation, specification, or discrimination. This part does not prohibit an employer or employment agency from inquiring into the age of an applicant, or from specifying age limitations, if the law compels or provides for that action.

(e) (1) Except as provided in paragraph (2) or (3), for any employer or employment agency to require any medical or psychological examination of an applicant, to make any medical or psychological inquiry of an applicant, to make any inquiry whether an applicant has a mental disability or physical disability or medical condition, or to make any inquiry regarding the nature or severity of a physical disability, mental disability, or medical condition.

(2) Notwithstanding paragraph (1), an employer or employment agency may inquire into the ability of an applicant to perform job-related functions and may respond to an applicant's request for reasonable accommodation.

(3) Notwithstanding paragraph (1), an employer or employment agency may require a medical or psychological examination or make a medical or psychological inquiry of a job applicant after an employment offer has been made but prior to the commencement of employment duties, provided that the examination or inquiry is job related and consistent with business necessity and that all entering employees in the same job classification are subject to the same examination or inquiry.

(f) (1) Except as provided in paragraph (2), for any employer or employment agency to require any medical or psychological examination of an employee, to make any medical or psychological inquiry of an employee, to make any inquiry whether an employee has a mental disability, physical disability, or medical condition, or to make any inquiry regarding the nature or severity of a physical disability, mental disability, or medical condition.

(2) Notwithstanding paragraph (1), an employer or employment agency may require any examinations or inquiries that it can show to be job related and consistent with business necessity. An employer or employment agency may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at that worksite.

(g) For any employer, labor organization, or employment agency to harass, discharge, expel, or otherwise discriminate against any person because the person has made a report pursuant to Section 11161.8 of the Penal Code that prohibits retaliation against hospital employees who report suspected patient abuse by health facilities or community care facilities.

(h) For any employer, labor organization, employment agency, or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part.

(i) For any person to aid, abet, incite, compel, or coerce the doing of any of the acts forbidden under this part, or to attempt to do so.

(j) (1) For an employer, labor organization, employment agency, apprenticeship training program or any training program leading to employment, or any other person, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, reproductive health decisionmaking, or veteran or military status, to harass an employee, an applicant, an unpaid intern or volunteer, or a person providing services pursuant to a contract. Harassment of an employee, an applicant, an unpaid intern or volunteer, or a person providing services pursuant to a contract by an employee, other than an agent or supervisor, shall be unlawful if the entity, or its agents or supervisors, knows or should have known of this conduct and fails to take immediate and appropriate corrective action. An employer may also be responsible for the acts of nonemployees, with respect to harassment of employees, applicants, unpaid interns or volunteers, or persons providing services pursuant to a contract in the workplace, if the employer, or its agents or supervisors, knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing cases involving the acts of nonemployees, the extent of the employer's control and any other legal responsibility that the employer may have with respect to the conduct of those nonemployees shall be considered. An entity shall take

all reasonable steps to prevent harassment from occurring. Loss of tangible job benefits shall not be necessary in order to establish harassment.

(2) The provisions of this subdivision are declaratory of existing law, except for the new duties imposed on employers with regard to harassment.

(3) An employee of an entity subject to this subdivision is personally liable for any harassment prohibited by this section that is perpetrated by the employee, regardless of whether the employer or covered entity knows or should have known of the conduct and fails to take immediate and appropriate corrective action.

(4) (A) For purposes of this subdivision only, "employer" means any person regularly employing one or more persons or regularly receiving the services of one or more persons providing services pursuant to a contract, or any person acting as an agent of an employer, directly or indirectly, the state, or any political or civil subdivision of the state, and cities. The definition of "employer" in subdivision (d) of Section 12926 applies to all provisions of this section other than this subdivision.

(B) Notwithstanding subparagraph (A), for purposes of this subdivision, "employer" does not include a religious association or corporation not organized for private profit, except as provided in Section 12926.2.

(C) For purposes of this subdivision, "harassment" because of sex includes sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions. Sexually harassing conduct need not be motivated by sexual desire.

(5) For purposes of this subdivision, "a person providing services pursuant to a contract" means a person who meets all of the following criteria:

(A) The person has the right to control the performance of the contract for services and discretion as to the manner of performance.

(B) The person is customarily engaged in an independently established business.

(C) The person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer's work.

(k) For an employer, labor organization, employment agency, apprenticeship training program, or any training program leading to employment, to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.

(l) (1) For an employer or other entity covered by this part to refuse to hire or employ a person or to refuse to select a person for a training program leading to employment or to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against a person in compensation or in terms, conditions, or privileges of employment because of a conflict between the person's religious belief or observance and any employment requirement, unless the employer or other entity covered by this part demonstrates that it has explored any available reasonable alternative means of accommodating the religious belief or observance, including the possibilities of excusing the person from those duties that conflict with the person's religious belief or observance or permitting those duties to be performed at another time or by another person, but is unable to reasonably accommodate the religious belief or observance without undue hardship, as defined in subdivision (u) of Section 12926, on the conduct of the business of the employer or other entity covered by this part. Religious belief or observance, as used in this section, includes, but is not limited to, observance of a Sabbath or other religious holy day or days, reasonable time necessary for travel prior and subsequent to a religious observance, and religious dress practice and religious grooming practice as described in subdivision (q) of Section 12926. This subdivision shall also apply to an apprenticeship training program, an unpaid internship, and any other program to provide unpaid experience for a person in the workplace or industry.

(2) An accommodation of an individual's religious dress practice or religious grooming practice is not reasonable if the accommodation requires segregation of the individual from other employees or the public.

(3) An accommodation is not required under this subdivision if it would result in a violation of this part or any other law prohibiting discrimination or protecting civil rights, including subdivision (b) of Section 51 of the Civil Code and Section 11135 of this code.

(4) For an employer or other entity covered by this part to, in addition to the employee protections provided pursuant to subdivision (h), retaliate or otherwise discriminate against a person for requesting accommodation

under this subdivision, regardless of whether the request was granted.

(m) (1) For an employer or other entity covered by this part to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee. Nothing in this subdivision or in paragraph (1) or (2) of subdivision (a) shall be construed to require an accommodation that is demonstrated by the employer or other covered entity to produce undue hardship, as defined in subdivision (u) of Section 12926, to its operation.

(2) For an employer or other entity covered by this part to, in addition to the employee protections provided pursuant to subdivision (h), retaliate or otherwise discriminate against a person for requesting accommodation under this subdivision, regardless of whether the request was granted.

(n) For an employer or other entity covered by this part to fail to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition.

(o) For an employer or other entity covered by this part, to subject, directly or indirectly, any employee, applicant, or other person to a test for the presence of a genetic characteristic.

(p) For an employer to require, as a condition of employment, continued employment, or a benefit of employment, the disclosure of information relating to an applicant's or employee's reproductive health decisionmaking.

(q) (1) For an employer to include a statement in a job advertisement, posting, application, or other material that an applicant must have a driver's license unless both of the following conditions are satisfied:

(A) The employer reasonably expects driving to be one of the job functions for the position.

(B) The employer reasonably believes that satisfying the job function described in paragraph (1) using an alternative form of transportation would not be comparable in travel time or cost to the employer.

(2) For purposes of this subdivision, "alternative form of transportation" includes, but is not limited to, all of the following:

(A) Using a ride hailing service.

(B) Using a taxi.

(C) Carpooling.

(D) Bicycling.

(E) Walking.

(r) Nothing in this section shall be interpreted as preventing the ability of employers to identify members of the military or veterans for purposes of awarding a veteran's preference as permitted by law.

Marina Coast Water District  
Agenda Transmittal

**Agenda Item:** 10-E

**Meeting Date:** June 16, 2025

**Prepared By:** Derek Cray

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Approve the District's 2025 Sewer System Management Plan

**Staff Recommendation:** The Board of Directors approve the District's 2025 Sewer System Management Plan (SSMP).

**Background:** *Strategic Plan, Goal No. 4.0 Infrastructure– Reliable, Cost-Effective, and Sustainable Facilities and Properties; Objective 4.3- Corrective and preventative maintenance is planned and proactively implemented on schedule for cost-effectiveness and the least disruption to regular operations; Objective 4.4- Capital improvement program renewal, replacement, and new development are planned with the longest reasonable time horizon and completed on schedule and budget.*

Marina Coast Water District (District) owns, operates, and maintains the wastewater collection systems for Central Marina and the Ord Community. The State Water Resources Control Board (SWRCB) regulates the wastewater collection system under a Statewide Waste Discharge Requirements (WDR) Order. On December 06, 2022, the SWRCB adopted a new WDR Order, WQ 2022-013-DWQ, which supersedes the previous WDR Order 2006-003-DWQ. The new WDR Order took effect on June 5, 2023.

As a requirement under the new WDR, the District shall update its Sanitary Sewer System Management Plan (SSMP) with new required elements. The purpose of the SSMP is to effectively plan proactive maintenance, rehabilitation, and Capital Improvement Programs to prevent sewer spills and to reduce or eliminate spills from reaching Waters of the State. All public entities that operate more than one mile of sanitary sewer shall be required to adhere to the WDR and implement and use their SSMP effectively.

**Discussion/Analysis:** The District has been required to have an SSMP since 2009. The latest significant revision to the SSMP was in 2022, prior to the adoption of the new WDR Order. The new WDR Order requires additional elements to be included in the SSMP, along with revisions to the existing elements. Therefore, the document has undergone significant revisions throughout to provide a more robust and user-friendly document. The new SSMP is required to be adopted by the District's Board and certified by the Operations and Maintenance Manager by August 02, 2025.

The SSMP is a working document that requires regular updates. The District regularly reviews the effectiveness of the SSMP and makes updates as needed. Any minor changes are tracked via a required change log (i.e., contact numbers, names). Major revisions or updates are required every six years from the due date, which puts the District at an August 02, 2031, due date for its next major revision. District staff are regularly trained on the SSMP and Spill Emergency Response Plan (SERP) and are required to participate in scenario drills to ensure proper response, report gathering, and writing techniques.

The District is fully compliant with all areas of the SSMP. The plan is located at various locations within the District and is posted on the District's website for public viewing.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:** \_\_\_\_\_ Yes      X   No

**Other Considerations:** None

**Material Included for Information/Consideration:** A copy of the 2025 Sewer System Management Plan is available at the District and on the District website.

**Action Required:** \_\_\_\_\_ Resolution      X   Motion    \_\_\_\_\_ Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10-F

**Meeting Date:** June 16, 2025

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Adopt Resolution No. 2025-35 to Amend the FY 2024-2025 Professional Services Agreement with Rauch Communications Consultants, Inc. and Approve FY 2025-2026 Professional Services Agreement with Rauch Communications Consultants, Inc. to Provide Public Relations Services to the District

**Staff Recommendation:** Adopt Resolution No. 2025-35 to approve the FY 2024-2025 contract amendment and approve a FY 2025-2026 Professional Services Agreement with Rauch Communications, Inc.

**Background:** *Strategic Plan, Goal 5.0 ENGAGEMENT: Communicate and Engage Effectively with Customers, Partners, and Stakeholders. OBJECTIVE 5.1: Customers understand the services the District provides, where to learn more, and how to get their questions answered.*

On June 19, 2023, the Board approved a contract with Rauch Communication Consultants, Inc. (RCC) to provide public relations and community outreach services to the District for FY 2023-2024. Over the last several years, RCC has continued to provide excellent outreach services with regards to press releases, social media, e-blasts, the Coastal Commission Hearing, the FY 2024 Water, Wastewater and Recycled Water Study, the Customer Service move, etc.

**Discussion/Analysis:** The FY 2024-2025 contract with RCC was approved in the amount of \$187,768. However, the contract budget has been nearly exhausted due to several unanticipated and high-priority outreach activities not included in the original scope. Staff recommends increasing the agreement by \$20,000 to ensure completion of services through the end of the fiscal year. Sufficient funds are available in the FY 2024-2025 Administrative Consulting Services line item, which currently has a remaining balance of \$174,000.

The amendment will cover the cost of additional public relations services required for:

- Extensive outreach for the launch of the new billing and payment portal
- Communications and event coordination for the A1/A2 Reservoir Ribbon Cutting
- Outreach for the opening of the Imjin Office Park B Side and relocation of Customer Service operations from the Beach Office
- Emergency messaging related to a sewer spill and successful recapture
- Notifications regarding a water main break and temporary water shut-off
- Community updates on the Moss Landing battery fire incident

For FY 2025-2026, staff recommends approval of a new Professional Services Agreement with RCC in the amount of \$216,000. This includes a base contract of \$187,000—consistent with the prior year—plus an additional \$29,000 allocated for the development and distribution of two customer newsletters to support District outreach and engagement efforts.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:**  Yes  No **Funding Source/Recap:** Funded through FY 2024-2025 and FY 2025-2026 Operating Budget of Marina and Ord Cost Centers. \$174,000 remains in the FY 2024-2025 Administrative Consulting Services line item to support the proposed amendment.

**Other Consideration:** None.

**Material Included for Information/Consideration:** Resolution No. 2025-35; and, FY 2025-2026 Professional Services Agreement and Cost Proposal from RCC.

**Action Required:**  Resolution  Motion  Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

June 16, 2025

Resolution No. 2025-35  
Resolution of the Board of Directors  
Marina Coast Water District

Approving the FY 2024-2025 Contract Amendment between Marina Coast Water District and Rauch Communication Consultants, Inc. for Public Relations; and, Approving the FY 2025-2026 Professional Services Agreement with Rauch Communications Consultants for Public Relations

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on June 16, 2025 at 920 Second Avenue, Suite B, Marina California as follows:

WHEREAS, the District adopted a five-year Strategic Plan with an objective to build our relationship with the public and local agencies with a strategy to communicate with our strategic partners by establishing clear lines of communications between the District, other agencies, and the public to ensure that our message is clearly and quickly communicated so that we can establish and maintain a positive reputation; and,

WHEREAS, the need exists for a strategic approach to communication to ensure the District is able to clearly and concisely deliver its messages to stakeholders and ratepayers to ensure they understand and appreciate the valuable services provided by the District; and,

WHEREAS, it has been determined that there is a need to amend the Agreement for Professional Services between Marina Coast Water District and Rauch Communication Consultants, Inc. for Public Relations; and,

WHEREAS, the amendment is necessary to accommodate the additional demand for public engagement due to several unanticipated and high-priority outreach activities not included in the original scope; and,

WHEREAS, the amendment includes a lump sum amount of \$20,000 to ensure that the purchase order balance sufficiently covers the remaining term of the contract; and,

WHEREAS, staff is pleased to provide a scope of work and proposal from Rauch Communication Consultants, Inc. for fiscal year 2025-2026 for a total not-to-exceed amount of \$216,000.

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

1. adopt Resolution No. 2025-35 approving an amendment to the FY 2024-2025 Professional Services Agreement with Rauch Communications Consultants, Inc. to provide additional public relations services at a cost not-to-exceed \$20,000 and approving the FY 2025-2026 Professional Services Agreement with Rauch Communications, Inc. to provide continued public relations services to the District for a total not-to-exceed amount of \$216,000.
2. authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 16, 2025 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 \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, 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. 2025-35 adopted June 16, 2025.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

**Dynamic Public Outreach, Smart Strategic Planning**

*For local governments, special districts, and the engineering, environmental and law firms that support them.*

**DATE:** June 9, 2025 **NO OF PAGES:** 8  
**TO:** Paula Riso, Executive Assistant/Clerk to the Board  
**FROM:** Martin Rauch **RE:** Proposal for Public Relations and Community Outreach Services

This document outlines the scope of work for developing and implementing public relations and community outreach services for Marina Coast Water District for FY 2025-2026.

**A Trusted, Experienced Partner.** Rauch Communication Consultants (RCC) brings decades of successful experience helping special districts like yours with public relations and outreach. We've partnered with water and sanitary agencies across California to build public understanding, increase support, and advance projects—from infrastructure improvements and rate changes to crises and emergencies.

**Proven Strategies, Tailored to Your Community.** Our methods are grounded in real-world results and adapted to fit the specific needs, challenges, and personalities of each service area. With experience across hundreds of projects, we know how to choose and apply the right mix of media and outreach tools—quickly, economically, and effectively.

**Deep Knowledge of Special Districts.** RCC focuses exclusively on special districts. We understand their governance, operations, finances, and communication needs. We've worked with over 225 special districts, serve as faculty for the California Special District Leadership Academy, and frequently present at statewide conferences on public engagement.

**Local and Regional Experience.** We have extensive hands-on experience along the Monterey Peninsula, with various regional water, sanitary, and agricultural agencies as well as currently with MCWD. Our familiarity with the community will allow us to hit the ground running.

**A Consistent, Skilled Team.** You'll work with the same experienced RCC team that already knows your District, staff, and board—ensuring efficient and effective service from day one.

**Tailored and Cost-Effective.** We customize our work to meet your District's specific needs—providing only the support that delivers value to your organization and your customers.

We look forward to partnering with you on this important project.



Martin Rauch, Principal Consultant

## We Will Continue to Partner Effectively With The District

The most important elements in building an effective partnership with our clients include:

- Attentiveness to Your Needs. We will continue to serve the District, its board, and staff with attention and care for your specific needs, personalities, and circumstances. This is the starting point for providing quality service and building an effective partnership.
- Responsive. When you contact us with a request or issue, we will continue to respond promptly. When you need us, we are available.
- Regular communication through email, calls, and in-person and virtual meetings. We manage our work through a cloud work management tool and keep you regularly updated using the media you prefer email, presentations, text, etc.
- Adaptable. We will continue to report regularly on progress and flexibly adjust plans when needed. We have worked with hundreds of Districts and flexibly adapted to the needs of each one.

## Proposed Additions and Changes to the Program

### Reach Additional Audiences.

The main elements of the outreach program will continue with the following changes:

Ongoing analytics and recent polling indicate that the District is successfully reaching a significant portion of middle-aged and older residents, as well billpayers. However, outreach is likely reaching fewer younger individuals, renters, and those less engaged with digital media. To reach a wider portion of people within the service area we propose to adjust the media mix and the media content.

**Adjust the Media Mix.** Survey results demonstrate that the most requested communication methods are email and a mailed newsletter. The District's existing email newsletter is performing well, with over 10,300 subscribers (note that there are about 11,000 customer accounts).

We propose launching a mailed newsletter that would be sent to every deliverable address in the District. This will bring messaging directly into homes and businesses, helping to reach non-customers and those less active online. The mailed newsletter will also encourage sign-ups for the eNewsletter, social media, and website to build awareness of the District's more frequent, lower-cost digital communications.

Expand video content. Video has recently been introduced into the outreach program and has shown strong engagement. We propose making it a regular feature moving forward.

Enhance Social Media. Instagram is currently used as a subset of Facebook, not as a full-fledged social media platform. A new, fully functional account will be established and used.

**New messaging content and approaches.** The District currently shares a wide range of information on how it serves the public. For example, ensuring clean, reliable water, operating efficiently to manage costs, and helping customers save water, money, and protect the environment.

We propose continuing this approach and incorporating more fun, clever, and interesting elements. This might include humorous conversation campaigns. Or, for example, running a photo and video contest for images of people, children, and animals enjoying water. We also propose collaborating with staff to obtain additional photos and videos from the District, such as images of people at work, those working nights and weekends, and sightings of deer or large birds while crews are out. We also propose updating the logo.

## Scope of Services

**Task 1. Research and Information Gathering.** We have accumulated a wealth of knowledge about the District that we will build upon as new topics emerge over time.

**Task 2. Maintain and Update the Engagement Plan.** We maintain and periodically update an engagement plan aligned with the strategic plan's goals and objectives. It will be updated periodically as needed.

**2.1. Update Clear Narrative Messaging.** An early need is to update a clear narrative that outlines the issues and the District's initial approach in single-page, paragraph-length, and couple-sentence-length versions. These narratives state the program's key messages and themes: what one would tell an interested customer, stakeholder, or reporter if one had only seconds or a minute or two to present the issues. The narrative must be simple, clear, and be easily remembered and repeated without notes. It starts with the problem(s), has a middle (describing the process), and a proposed end (the program implementation). If the public does not understand and accept the beginning of the story (the problem), they will never support the end (implementing the solution). The clear, straightforward narrative carries the program forward and can be expanded with factual detail (legal, technical, regulatory, financial) when appropriate. All communication is built on this evolving narrative message. The factual, technical details support the message rather than the other way around.

**Task 3. Implement the Public Engagement Plan.** The details of the implementation plan will be developed over time. We propose to continue the positive general outreach that is underway with adjustments in themes, messaging and other changes as described above. Below are EXAMPLES of elements that MAY be implemented:

**3.2. Update Branding and Implement it District-wide.** We have been using a lightly modified branding (an adjusted version of the existing logo and a new wave design). We recommend sticking with this branding for now with perhaps minor adjustments and consider fully updating the branding (logo, colors, fonts, etc.) in the future.

**3.3 Get the Word Out Presentations and Meetings.** The District has a fully developed presentation that can be easily adapted to fit different audiences and lengths. A new branding video can also be incorporated into it. It will be adapted if needed for presentation. Potential groups include: Rotary Club, Monterey County Business Council, chambers of commerce, business and construction unions council, Salinas Valley Water Coalition, Farm Bureau, Grower-Shipper Association, Mayors Committee, LandWatch, League of Women Voters.

**3.4 Continue Enhanced Social Electronic Media Presence.** We will continue to post regularly on FaceBook, Instagram, Twitter, and LinkedIn, YouTube, and NextDoor. The District has been posting on Instagram through its Facebook account and proposes to reinstate the existing account or start a new one.

**3.5 Bill Stuffers or Mailers.** Bill stuffers can be slow because they must be timed with the billing cycle and they are less read than direct mailers, but they are inexpensive and often a good choice to maintain a flow of communication. If there are a lot of renters in a region, we recommend that any mailers go to every dwelling unit, property owners, and billpayers.

**3.6 Enewsletter and Email List Management.** The District has an active enews and email list of over 10,300 people. The enews is being developed and distributed two to three times each month and that will continue.

**3.6A Mailed newsletter.** We also propose to implement a mailed newsletter as described above.

**3.7 Website Rebuild and Updates.** It is important to have a modern, easy-to-use, and attractive website since it should be the hub of all communications. We will continue to update the website section-by-section

as needed. Later in the year we propose to undertake a full redesign and reorganization to be built on the content that has been updated over time. This would be additional scope. We will continue to work with the District's current webmaster (Dale) to ensure the site is on a robust, up-to-date, and secure platform. We also recommend installing a ready-to-go emergency notice panel that can be activated when needed.

**3.8 Press Relations and Newspaper Advertisements.** We will continue to provide press support, as well as assist the Board and staff to respond quickly and accurately to press inquiries and needs.

**3.9 Analytics, Tracking, and Key Performance Indicators.** This year we developed enhanced analytics with trends over time. We will develop a plan for future analytics and suggested actions or changes (if any) in response. A qualitative survey was completed in 2021/2022. We suggest that it be updated periodically.

**3.10 Monitoring Local Issues and Ongoing Support.** We will continue to monitor local media daily and report as appropriate. Different people and groups react in varied and unexpected ways to public engagement. RCC will provide as-needed consulting support to help modify the program and offer support to staff as the outreach is implemented. This includes responding to questions, updating the message, working with the District and other team members to explain complex issues, respond to the press, etc. Close coordination will be maintained between the District and the consultant if media and other challenges arise, and we will provide on-call support to adjust existing proposed actions and undertake other methods and media as needed.

#### **OTHER POTENTIAL OUTREACH**

**Web and Document Accessibility Audit, Remediation, and Posting of a Statement.** Web and document accessibility are not only good ideas in themselves but are mandated by law. In recent years, the pace of lawsuits has been growing that require private and public organizations to comply. The District website is run by another contractor, and we have not evaluated whether the website is accessible or not. We will provide a separate scope for auditing for accessibility, remediating, reporting, and creating an accessibility statement if requested by the District. We can also refer the District to an accessibility expert that can assist with document accessibility if desired.

**Fact Sheets, Question-and-Answer Sheets.** These elements provide additional detail to the public about particular issues. We may provide fact sheets or question-and-answer sheets as needed on pertinent issues raised by the public. These can be adapted to a variety of electronic and hard copy formats.

**Emergency and Crisis Management.** An emergency and crisis communication plan should be developed if there isn't one already.

#### **Radio Spots and/or underwriting on KAZU**

**Movie theater messaging advertisements during previews.** Movie theater videos capture a generally young and diverse audience and have a long average view time. This may be affordable under the proposed budget.

**Wrapping vehicles with large graphical messages.** District trucks are driving around the service area every day and could serve as moving banners. This may be affordable under the proposed budget.

## Cost Proposal

We propose to plan and implement the outreach program as described in this document and outlined below for a total not to exceed \$187,768 in accordance with Article 7, Section B, of the Agreement, including expenses.

Continued positive outreach and engagement program (same as last FY)	\$187,000
Mailed 8.5 x 11 newsletter to every deliverable address (\$14,500 per x 2 editions)	\$29,000
<b>Total</b>	<b>\$216,000</b>

This program regularly responds to unexpected requests from staff as circumstances arise. It is important, therefore, that a program of this sort be flexible to respond to the community's needs. Therefore, the deliverables, quantities, and hours are estimates designed to give an estimated scope of the effort. The specific deliverables may change, and the time allocated for each deliverable may also vary depending on the evolving needs of the District and the public it serves.

**Current Rates.** The outreach and public involvement programs rate for the senior consultant (Martin) is \$240 per hour. The webmaster 125/hour. Graphic Design \$125/hour. Consultant \$75 to \$130. Social Media and Other \$70. Project Manager (Lynda) \$85.

## What Our Clients Are Saying About Us

*“There are a lot of public relations firms that put out nice newsletters and send out standard public information materials. But in a tough situation, I want to have Rauch Communication Consultants on my side.*

*You were always looking ahead, working to solve problems before they occurred. You were also willing to challenge project decisions when you thought we were going in the wrong direction. You gave us insight into people, and used a bulletproof process to track all the details and complicated interactions between the project team, policy makers and the public...”*

**Meredith Husted Sacramento Regional County Sanitation District**

*Throughout the project, your guidance and counsel were insightful and invaluable. Your years of experience working with water industry clients on public information and strategic planning efforts were clearly evident. In addition, your project management skills and ability to juggle multiple deliverables at once is commendable.*

*Several aspects of the outreach program bear your signature mark. One is the customer service log that you so diligently championed and utilized as vital input to the program. The other is the series of community forums for which you so ably prepared Mike and me. Another is the final customer newsletter that received commendations across the board from our Directors, staff, and customers.*

**Betty Burnett, AGM, South Coast WD**

*“Thank you...for a fine overall public relations campaign...on the very complicated and political education process concerning our water needs and needs for steelhead fish. Your media outreach, organizing large public meetings, support materials, letters, press release, and newsletter all helped to positively change the public attitude about water in the Ojai Valley and west Ventura County.”*

**Chuck Bennett, Dir., Casitas Municipal WD**

*Rauch Communication Consultants Inc. has been in charge of the public outreach for Novato Sanitary District for the past six years. Over that time, they did the outreach for our \$90 million wastewater treatment plant upgrade project and the rate increase to fund the project. In both cases, the public outreach program resulted in very positive public support of the District's programs.*

*I have come to rely on them for very quick responses on a number of occasions. Most recently we had an odor complaint from neighbors of the treatment plant. Martin provided talking points for the press within hours of being contacted. He also assisted on short notice to prepare a presentation for the Board of Directors and develop an outreach program to the neighborhood.*

**Beverly James, GM Novato Sanitary District**

*You have helped us to successfully convey to our customers the importance of the work we are doing for them in providing them with water service. I receive complements on a regular basis from members of the public on the newsletters you prepare for us and how well they tell the story of Diablo Water District. I believe the best indication of how the work you have done for us has been received by our customers was in the public opinion poll that was conducted by the City in which our customers ranked the reliability of our water service second highest only to the fire department who of course is able to provide reliable protection due to dependability of our water system.*

**Mike Yeraka, GM, Diablo Water District**

*“Your guidance and counsel were insightful and invaluable. Your years of experience working with water industry clients on public information and strategic planning efforts were clearly evident . . . your project management skills and ability to juggle multiple deliverables at once is commendable.”*

**Betty Burnett, AGM, South Coast WD**

## Partial Client List

### ASSOCIATIONS, JPAs, STATE, FEDERAL, CORPORATIONS, AND OTHERS

Association of California Water Agencies (ACWA)	Sewer Authority Mid-Coastside
California Special Districts Association (CSDA)	Mission Research Corporation
California Association of Sanitation Agencies (CASA)	Stone Creek Company
California Department of Water Resources	Suburban Water Systems
Special Districts Institute	Boyle Engineering
California Sanitation Risk Management Authority	Dokken Engineering
California Association of Public Cemeteries	El Solutions
Friant Water Authority	McCormick, Kidman, and Behrens
WaterReuse Association	Pennfield and Smith
California Mosquito and Vector Control Association	Redwine and Sherill
American Desalting Association	White House Office of Policy Development
Association of Groundwater Agencies	National Water Resource Association
San Luis Delta-Mendota Water Authority	North Bay Watershed Authority
San Joaquin River Exchange Contractors Water Authority	San Gabriel Valley Water Association
North Bay Water Reuse Authority	San Gabriel Basin WQA
Faculty Association of Community Colleges	Santa Barbara Special District Association
National Water Resource Association	Cachuma Operations Maintenance Board
Water Education Foundation	Cachuma Conservation Release Board
Pacific Coast Association of Port Authorities	California Sign Association

### LOCAL GOVERNMENT AGENCIES

<b>BUTTE COUNTY</b>	Arvin Community Services District	Valley County Water District
Oroville-Wyandotte ID	North Bakersfield Rec. and Park District	
Paradise Irrigation District	Inyokern Community Services District	<b>MARIN COUNTY</b>
	Shafter Park and Recreation District	Las Gallinas Valley Sanitary District
<b>CALAVERAS COUNTY</b>	<b>LASSEN COUNTY</b>	North Marin Water District
Calaveras County WD	Lassen Municipal Utility District	Sausalito-Marín City Sanitation Dst.
		Tamalpais CSD
<b>CONTRA COSTA COUNTY</b>	<b>LOS ANGELES COUNTY</b>	Sanitary District #5 (Tiburon)
Diablo Water District	Los Angeles County Park and Rec	Novato Sanitary District
Contra Costa Water District	Castaic Lake Water Agency	Ross Valley Sanitary District
Stege Sanitary District	Central Basin MWD	San Rafael Sanitation District
Dublin San Ramon Service District	Pico Water District	City of San Rafael
	Upper San Gabriel Valley MWD	Central Marin Sanitary Agency
<b>EL DORADO COUNTY</b>	West Basin MWD	County of Marin
South Lake Tahoe PUD	San Gabriel Valley MWD	Novato Disposal Services, Inc.
	Water Replenishment Dst. of So. Cal.	San Quentin Village and Murray Park
<b>IMPERIAL COUNTY</b>	San Gabriel County Water District	
Imperial Irrigation District	Main San Gabriel Basin Watermaster	<b>MERCED COUNTY</b>
	California Domestic Water Company	Central California Irrigation District
<b>KERN COUNTY</b>	Pasadena Historical Museum	<b>MONO COUNTY (and MADERA)</b>
Arvin Edison Water Storage District	Three Valleys MWD	Mammoth Community Water District
Indian Wells Valley Airport District	Newhall County Water District	
Indian Wells Valley Water District	Las Virgenes Municipal Water District	<b>MONTEREY COUNTY</b>
Kern County Water Agency	Conjunctive Use Working Group (?)	Marina Coast Water District
West Kern Water District	Palmdale Water District	Monterey Peninsula Water Management District
North of the River Municipal Water District (Bakersfield)	City of Sierra Madre	Monterey Regional Water Pollution Control Agency
Oildale Mutual Water Company	City of Arcadia	Pebble Beach CSD
North Kern Water Storage District	City of El Monte	
Golden Empire Transit District	City of La Puente	<b>NAPA COUNTY</b>
Terra Bella Irrigation District	East Pasadena Water Company	Napa County
Friant Water Users Authority	Foothill Municipal Water District	
Cawelo Water District		

Napa Sanitation District

NEVADA COUNTY

Northstar CSD

Truckee-Donner Public Utility District

Tahoe Truckee Unified School District

ORANGE COUNTY

Municipal Water District of Orange County

Mesa Consolidated Water District

Los Alamitos County Water District

SouthCoast Water District

Serrano Irrigation District

El Toro Water District

Orange County Water District

Costa Mesa Sanitary District

Capistrano Beach County Water District

Coastal Municipal Water District

Midway City Sanitary District

TriCities Municipal Water District

Yorba Linda Water District

Placentia Library District

Laguna Beach County Water District

Emerald Bay Service District

Moulton Niguel Water District

Orange County Vector Control

PLACER COUNTY

Foresthill PUD

San Juan Water District

North Tahoe Public Utility District

Squaw Valley Public Services District

PLUMAS COUNTY

East Plumas Health Care District

RIVERSIDE COUNTY

Coachella Valley Mosquito & Vector Control District

Mission Springs Water District

29 Palms Municipal Water District

Rancho California Water District

South Mesa Water Company

Elsinore Valley MWD

Santa Rosa CSD

Beaumont Cherry Valley Water District

Santa Ana Watershed Project Authority

Desert Healthcare District

SACRAMENTO COUNTY

County of Sacramento Public Works Agcy.

Sacramento Regional County Sanitation District

Fair Oaks Water District

Arcade Water District

Sacramento Metropolitan WA

Carmichael Water District

Rio Linda Water District

Northridge Water District

Rancho Murrieta CSD

Cordova Recreation and Park District

SAN BERNARDINO COUNTY

Big Bear Municipal Water District

Monte Vista Water District

Big Bear Airport District

Yucaipa Valley Water District

Bear Valley Community Hospital District

Bear Valley Community Services District

City of Big Bear Water and Power Department

Joshua Basin Water District

Inland Empire Utility Agency

East Valley Water District

Big Bear Area Regional Wastewater Agency

Victor Valley Water District

Cucamonga County Water District

San Antonio Water Company

Chino Basin Watermaster

ITI Desert Water District

San Bernardino Valley Water Conservation District

Big Bear City CSD

City of Big Bear Lake

Hi-Desert Water District

West San Bernardino County WD

SAN DIEGO COUNTY

San Diego County Water Authority

Padre Dam Municipal Water District

Rincon del Diablo MWD

Vallejitos Water District

Helix Water District

Leucadia Wastewater District

North County Fire Protection District

Olivenhain Municipal Water District

Sante Fe Irrigation District

Otay Water District

Fallbrook Public Utility District

Rainbow Water District

Vista Irrigation District

SAN FRANCISCO COUNTY

Golden Gate Bridge, Highway, & Trans. District

SAN JOAQUIN COUNTY

Ripon Fire Department

SAN LUIS OBISPO

Templeton CSD

Port San Luis Harbor District

San Simeon CSD

Cambria Community Services District

Nipomo Community Services District

SAN MATEO COUNTY

East Palo Alto Sanitary District

San Mateo County Harbor District

Montara Water & Sanitation District

Sewer Authority Mid-Coastside

SANTA BARBARA COUNTY

City of Santa Barbara

Goleta Sanitary District

Montecito Sanitary District

Carpinteria Sanitary District

Santa Maria Public Airport District

Goleta Water District

Montecito Water District

Cachuma Project Authority

Goleta West Sanitary District

Mosquito and Vector Management District

Isla Vista Recreation and Park District

Lompoc Hospital District

Santa Barbara County Vector Control District

Carpinteria Valley Water District

Santa Ynez Community Services District

La Cumbre Mutual Water Company

SANTA CLARA

Santa Clara Valley Water District

West Valley Sanitation District

SANTA CRUZ COUNTY

Scotts Valley Water District

Pajaro Valley Water Management Agency (Watsonville)

Central Fire Protection District

Santa Cruz FPD

Soquel Creek Water District

SOLANO COUNTY

Rural North Vacaville Water District

TULARE COUNTY

Friant Water User Authority

Visalia Public Cemetery District

VENTURA COUNTY

Camrosa County Water District

Rancho Simi Rec. & Park District

Casitas Municipal Water District

Conejo Recreation and Park District

Ojai Valley Sanitary District

Calleguas Municipal Water District

Meiners Oak County Water District

Camarillo Health Care District



**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10-G

**Meeting Date:** June 16, 2025

**Prepared By:** Mayra Magdaleno

**Approved By:** Remleh Scherzinger, PE

**Reviewed By:** Garrett Haertel, PE

**Agenda Title:** Adopt Resolution No. 2025-36 to Award a Construction Contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Lift Station Improvements – Safety Grates Project (CIP # GS-2532)

**Staff Recommendation:** Adopt Resolution No. 2025-36 to award a construction contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Lift Station Improvement – Safety Grates Project (CIP # GS-2532).

**Background:** *Strategic Plan, Goal No. 4 – INFRASTRUCTURE: Reliable, Cost-Effective, and Sustainable Facilities and Properties. The District will develop a comprehensive plan to guide the use of its properties and the renewal and replacement of facilities for timeliness, cost-effectiveness, and maximum long-term benefit.*

*OBJECTIVE 4.1: A comprehensive plan guides long-term, cost-effective renewal, replacement, usage, and development of District facilities and properties.*

*OBJECTIVE 4.2: The comprehensive, long-term facility plan is funded.*

The lift stations are located at various locations throughout the District’s service area. The lift stations are located at strategic points in the sewer system to collect wastewater from multiple sources and pump it to higher elevations where gravity flow alone cannot convey flows to reach treatment. Lift stations are crucial for directing wastewater flows and allowing for routine system maintenance to help prevent wastewater from backing up into homes or overflowing into the environment.

**Discussion/Analysis: GS-2532 Lift Station Improvement – Safety Grates Project;** The Lift Station Improvement – Safety Grates Project involves the installation of safety grates to six existing wetwells. A safety grate is installed over the opening of a wetwell to prevent falls into the wetwell, which can be a hazardous environment. This offers a secure and durable platform for operators to conduct visual inspections and maintenance. In addition to the installation of the safety grates, several wetwell access doors and valve access doors will be replaced with new spring-assisted, dual-leaf access doors. The Lift Station Improvement – Safety Grates Project opened for bidding on February 21, 2025. Throughout the bidding process, there were three addendums issued to address Request for Information (RFI) and questions from construction firms. A public bid opening was held on April 30, 2025 in which two bids were received. See the table below for results. The lowest responsive bidder was Monterey Peninsula Engineering at \$151,395.

<b>Bid Summary</b>	
<b>Construction Firm</b>	<b>Bid Total</b>
Monterey Peninsula Engineering	\$151,395
The Don Chapin Co., Inc.	\$158,932

**Environmental Review Compliance:** Staff will submit a California Environmental Quality Act (CEQA) notice of Exemption (NOE).

**Climate Adaptation:** The District’s goal is to provide projects that address climate change and improve the District’s footprint on the environment. Sanitary Sewer System improvement projects provide overall system reliability and reduce the potential liability of impacts to the sensitive local environment.

**Financial Impact:**   X   Yes        No      **Funding Source/Recap:** The Lift Station Improvements – Safety Grates Project (CIP # GS-2532) is funded in the FY 2025-2026 CIP budget from both sewer cost centers set at \$174,000. Of the budgeted funds, \$151,395 will be encumbered to fund the construction efforts.

**Material Included for Information/Consideration:** Resolution No. 2025-36.

**Action Required:**      X   Resolution          Motion             Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

June 16, 2025

Resolution No. 2025-36  
Resolution of the Board of Directors  
Marina Coast Water District  
Awarding a Construction Contract to Monterey Peninsula Engineering for  
General Construction Services for the Construction of the Lift Station Improvement –  
Safety Grates Project (CIP # GS-2532)

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“MCWD” or “District”) at a regular meeting duly called and held on June 16, 2025 at 920 Second Avenue, Suite B, Marina, California as follows:

WHEREAS, the District owns and operates facilities and property for the supply, treatment and distribution of water, including recycled wastewater (the “Water System”), and the collection, treatment and disposal of wastewater (the “Wastewater System”) and the District wishes to allocate funds for the acquisition, construction and installation of improvements to the Water System and the Wastewater System, consisting generally of infrastructure improvements to pipelines, pumping stations, storage, groundwater wells, other water supply sources, facilities, and District operational systems to modernize the District’s water, wastewater and recycled water systems(the “Projects”); and,

WHEREAS, on May 18, 2020, the Directors of the District accepted the Water, Sewer and Recycled Water Master Plans; and,

WHEREAS, on May 19, 2025, the Directors of the District passed and adopted Resolution No.2025-31 adopting the District Budget for FY 2025-2026; and,

WHEREAS, budget allocated to the project GS-2532 Lift Station Improvement – Safety Grates was set at \$174,000; and,

WHEREAS, the Lift Station Improvement – Safety Grates Project will rehabilitate a total of six wet wells; and,

WHEREAS, this project involves the installation of safety grates, including several wetwell access doors and valve access doors will be replaced with new spring-assisted, dual-leaf access doors; and,

WHEREAS, a public bid opening was held on April 30, 2025 in which two bids were received; and,

WHEREAS, a responsive bid from Monterey Peninsula Engineering for General Construction Services was received and determined the low bid at \$151,395.

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

1. adopt Resolution No. 2025-36 to award a Construction Contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Lift Station Improvement – Safety Grates Project (GS-2532).

2. authorize the General Manager to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 16, 2025, 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 \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, 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. 2025-36 adopted June 16, 2025.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10-H

**Meeting Date:** June 16, 2025

**Prepared By:** Mayra Magdaleno

**Approved By:** Remleh Scherzinger, PE

**Reviewed By:** Garrett Haertel, PE

**Agenda Title:** Adopt Resolution No. 2025-37 to Award a Construction Contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Lift Station Wet Well Lining Project (CIP # GS-2531)

**Staff Recommendation:** Adopt Resolution No. 2025-37 to award a construction contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Lift Station Wet Well Lining Project (CIP # GS-2531).

**Background:** *Strategic Plan, Goal No. 4 – INFRASTRUCTURE: Reliable, Cost-Effective, and Sustainable Facilities and Properties. The District will develop a comprehensive plan to guide the use of its properties and the renewal and replacement of facilities for timeliness, cost-effectiveness, and maximum long-term benefit.*

*OBJECTIVE 4.1: A comprehensive plan guides long-term, cost-effective renewal, replacement, usage, and development of District facilities and properties.*

*OBJECTIVE 4.2: The comprehensive, long-term facility plan is funded.*

The lift stations are located at various locations throughout the District’s service area. The lift stations are located at strategic points in the sewer system to collect wastewater from multiple sources and pump it to higher elevations where gravity flow alone cannot convey flows to reach treatment. Lift stations are crucial for directing wastewater flows and allowing for routine system maintenance to help prevent wastewater from backing up into homes or overflowing into the environment.

**Discussion/Analysis: GS-2531 Lift Station Wet Well Lining Project;** The Lift Station Wet Well Lining Project involves epoxy lining of six existing concrete wet wells. Wet well lining protects the concrete from deterioration due to hydrogen sulfide gases. Severe deterioration of the wet wells can lead to catastrophic failure of the pump station. From the site visits, it was observed that there was no existing lining therefore, the concrete is at great deterioration exposure. This project will rehabilitate the lift stations by fully lining the wet well to enhance their structural integrity. The Lift Station Wet Well Lining Project opened for bidding on February 21, 2025. Throughout the bidding process, there was three addendums issued to address Request for Information (RFI) and questions from construction firms. A public bid opening was held on April 30, 2025 in which two bids were received. See the table below for results. The lowest responsive bidder was Monterey Peninsula Engineering at \$445,605.

<b>Bid Summary</b>	
<b>Construction Firm</b>	<b>Bid Total</b>
Monterey Peninsula Engineering	\$445,605
The Don Chapin Co., Inc.	\$663,268

**Environmental Review Compliance:** Staff will submit a California Environmental Quality Act (CEQA) notice of Exemption (NOE).

**Climate Adaptation:** The District’s goal is to provide projects that address climate change and improve the District’s footprint on the environment. Sanitary Sewer System improvement projects provide overall system reliability and reduce the potential liability of impacts to the sensitive local environment. Rehabilitating the wet wells reduces sanitary sewer overflows and prevents inflow and infiltration (I/I).

**Financial Impact:**  Yes  No      **Funding Source/Recap:** The Lift Station Wet Well Lining Project (CIP # GS-2531) is funded in the FY 2025-2026 CIP budget from both sewer cost centers set at \$512,000. Of the budgeted funds, \$445,605 will be encumbered to fund the construction efforts.

**Material Included for Information/Consideration:** Resolution No. 2025-37.

**Action Required:**  Resolution  Motion  Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

June 16, 2025

Resolution No. 2025-37  
Resolution of the Board of Directors  
Marina Coast Water District

Awarding a Construction Contract to Monterey Peninsula Engineering for  
General Construction Services for the Construction of the Lift Station Wet Well Lining Project  
(CIP # GS-2531)

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“MCWD” or “District”) at a regular meeting duly called and held on June 16, 2025 at 920 Second Avenue, Suite B, Marina, California as follows:

WHEREAS, the District owns and operates facilities and property for the supply, treatment and distribution of water, including recycled wastewater (the “Water System”), and the collection, treatment and disposal of wastewater (the “Wastewater System”) and the District wishes to allocate funds for the acquisition, construction and installation of improvements to the Water System and the Wastewater System, consisting generally of infrastructure improvements to pipelines, pumping stations, storage, groundwater wells, other water supply sources, facilities, and District operational systems to modernize the District’s water, wastewater and recycled water systems(the “Projects”); and,

WHEREAS, on May 18, 2020, the Directors of the District accepted the Water, Sewer and Recycled Water Master Plans; and,

WHEREAS, on May 19, 2025, the Directors of the District passed and adopted Resolution No.2025-31 adopting the District Budget for FY 2025-2026; and,

WHEREAS, budget allocated to the project GS-2531 Lift Station Wet Well Lining was set at \$512,000; and,

WHEREAS, the Lift Station Wet Well Lining Project will rehabilitate a total of six wet wells by fully lining each wet well; and,

WHEREAS, a public bid opening was held on April 30, 2025 in which two bids were received; and,

WHEREAS, a responsive bid from Monterey Peninsula Engineering for General Construction Services was received and determined the low bid at \$445,605.

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

1. adopt Resolution No. 2025-37 to award a Construction Contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Lift Station Wet Well Lining Project (GS-2531).
2. authorize the General Manager to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 16, 2025, 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 \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, 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. 2025-37 adopted June 16, 2025.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 11-A

**Meeting Date:** June 16, 2025

**Prepared By:** Andrew Racz, PE

**Approved By:** Remleh Scherzinger, PE

**Reviewed By:** Garrett Haertel, PE

**Agenda Title:** Adopt Resolution No. 2025-38 to Approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership for the 1<sup>st</sup> Avenue 30” Sewer Main Project and Amend the Capital Improvement Program

**Staff Recommendation:** Adopt Resolution No. 2025-38 to Approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership for the 1<sup>st</sup> Avenue 30” Sewer Main Project and amend the Capital Improvement Program (CIP) to reallocated funds to a newly assigned CIP.

**Background:** *Strategic Plan, Goal 4, Infrastructure: Reliable, Cost-Effective, and Sustainable Facilities and Properties, Objective 4.1: A comprehensive plan guides long-term, cost-effective renewal, replacement, usage, and development of District facilities and properties.*

On August 19, 2024, MCWD entered into an Infrastructure Agreement with Shea Homes Limited Partnership (Shea, Developer) for construction of the Dunes on Monterey Bay Phase 3 Development Project (Resolution No. 2024-40). During the design of the Development, it became evident that certain MCWD planned Capital Improvements should be designed and installed with the Development, in order to save the District time and resources, and to avoid replacing new infrastructure with larger infrastructure in the near future.

**Discussion/Analysis:** As part of the Dunes Phase 3 Development plan, approximately 2,000 linear feet of 1<sup>st</sup> Avenue between 1<sup>st</sup> and 6<sup>th</sup> Streets will be fully rebuilt. By cooperating with Shea Homes to build a new 30” main in this 1<sup>st</sup> Avenue alignment, MCWD creates multiple efficiencies that ultimately produce cost savings for ratepayers and gives the District a new pipeline in an appropriate alignment. By building the new single larger line, MCWD not only avoids the capital costs of rehabilitating these two aging mains with CIPP (cast in place pipe) lining (MCWD fiscal year 2025 CIP OS-0210), but also avoids the future regular cleaning, inspection, and repair costs of maintenance.

The estimated full cost of the 30-inch sewer pipeline improvement is \$1,123,845 including a 10% project contingency. A similar 21-inch and 8-inch Sewer Pipeline is estimated to cost \$441,419, resulting in a cost differential of \$683,426. MCWD and Shea have agreed on a total not-to-exceed reimbursement amount of \$695,000, to be based on actual contractor invoices and receipts.

**Environmental Review Compliance:** None required. This work is included in the Dunes development environmental documents.

**Legal Counsel Review:** Legal Counsel reviewed the Reimbursement Agreement, Board Transmittal and Resolution.

**Climate Adaptation:** By completing this project concurrently with the work already planned within Phase 3 of the Dunes, the Reimbursement Agreement Project will minimize additional greenhouse gas emissions by eliminating future impacts from construction equipment and

materials if the pipeline work is undertaken in the future. The construction of the new combined 30” sewer main eliminates improperly located and aging assets, helping to protect sensitive ecological resources from possible sanitary sewer leaks or overflows.

**Financial Impact:**  Yes  No **Funding Source/Recap:** FY 2025-2026 Ord Sewer budget.

Funding for 1<sup>st</sup> Avenue Gravity Sewer Project is included in the FY 2025-2026 MCWD Ord Sewer Capital Improvement Program (CIP) Budget as CIP OS-2010. The current approved budget of \$695,000 is sufficient to cover this reimbursement proposal and will be reallocated to a newly assigned CIP OS-2611 as follows:

CIP Budget Amendment	Budget	Change	Balance
From: 1 <sup>st</sup> Avenue Gravity Sewer Project (OS-0210)	\$ 695,000	\$ (695,000)	\$ 0
To: 1 <sup>st</sup> Avenue 30” Sewer Main Project (OS-2611)	\$ 0	\$ 695,000	\$ 695,000

**Material Included for Information/Consideration:** Resolution No. 2025-38; and, Reimbursement Agreement.

**Action Required:**  Resolution  Motion  Review

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Board Action

Motion By: \_\_\_\_\_ Seconded By: \_\_\_\_\_ No Action Taken: \_\_\_\_\_

Ayes: \_\_\_\_\_ Abstained: \_\_\_\_\_

Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

June 16, 2025

Resolution No. 2025-38  
Resolution of the Board of Directors  
Marina Coast Water District  
Approve a Reimbursement Agreement between  
MCWD and Shea Homes Limited Partnership for the  
1<sup>st</sup> Avenue 30” Sewer Main Project, and Amend the Capital Improvement Program

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 16, 2025, at 920 Second Avenue, Suite B, Marina, California as follows:

WHEREAS, the MCWD is a County Water District and political subdivision of the State of California, organized under Division 12, sections 3000 and following, of the California Water Code, established in 1960: and,

WHEREAS, the District identified a list of Capital Improvement Program (CIP) projects in the 2020 MCWD Water and Sewer Master Plans; and,

WHEREAS, the District and **Shea Homes Limited Partnership**; entered into an Infrastructure Agreement on August 19, 2024, relating to water allocation and infrastructure for water, sewer, and recycled water service at the Dunes on Monterey Bay Phase 3 (the “Project”); and,

WHEREAS, District staff recommends having the Developer install a portion of new sewer main to accommodate existing and future demands within the Ord service area beyond what is required to serve the Dunes Phase 3 Project, and reimburse the Developer for the agreed-upon construction costs, as stated in a Reimbursement Agreement between the two parties; and,

WHEREAS, a not-to-exceed cost of \$695,000 is necessary to cover the full amount of the reimbursement to augment the 1<sup>st</sup> Avenue Gravity Main (OS-0210); and,

WHEREAS, the FY 2025-2026 Capital Improvement Program (CIP) Budget includes funding for Project OS-0210 in the amount of \$695,000; and,

WHEREAS, a CIP amendment will reallocate funds to from CIP OS-0210 to a newly created CIP OS-2611; and,

WHEREAS, it is in the best interest of the District to enter into the Reimbursement Agreement to provide for the construction and payment for the infrastructure identified therein.

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

1. amend the Fiscal Year 2025-2026 Capital Improvement Program budget as follows:

<b>CIP Budget Amendment</b>	<b>Budget</b>	<b>Change</b>	<b>Balance</b>
From: 1 <sup>st</sup> Avenue Gravity Sewer Project (OS-0210)	\$ 695,000	\$ (695,000)	\$ 0
To: 1 <sup>st</sup> Avenue 30” Sewer Main Project (OS-2611)	\$ 0	\$ 695,000	\$ 695,000

2. approve reimbursement in the not-to-exceed amount of \$695,000 between MCWD and Shea Homes Limited Partnership, for the 1<sup>st</sup> Avenue 30” Sewer Main Project; and,
3. authorize the General Manager to execute the Reimbursement Agreement between MCWD and **Shea Homes Limited Partnership** and to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 16, 2025 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 \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, 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. 2025-38 adopted June 16, 2025.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

**REIMBURSEMENT AGREEMENT BETWEEN MCWD AND  
SHEA HOMES LIMITED PARTNERSHIP  
FOR THE 1<sup>ST</sup> AVENUE 30” SEWER MAIN**

This Reimbursement Agreement Between MCWD and SHEA HOMES LIMITED PARTNERSHIP For the 1<sup>ST</sup> AVENUE 30” SEWER MAIN ("Reimbursement Agreement") is entered into as of June 16, 2025, by and among SHEA HOMES LIMITED PARTNERSHIP, and/or its successors in interest ("Developer"), and the MARINA COAST WATER DISTRICT, a California water district ("District" or "MCWD"). Developer and District are sometimes referred to herein as a "Party" and collectively as "Parties."

**RECITALS**

A. Developer is the owner of or has legal interest in certain real property under development within the City of Marina along 1<sup>st</sup> Avenue and Divarty Street, which serves as a backbone project to commercial and residential uses. This backbone project is known as Dunes of Monterey Bay, Phase 3 Offsite (the "Development").

B. Developer and District have entered into that certain agreement entitled "Water, Sewer and Recycled Water Infrastructure Agreement for the Dunes of Monterey Bay Phase 3" (the "Infrastructure Agreement") pursuant to which the Developer shall install and convey to the District upon completion, certain improvements (collectively, the "Facilities" and each severable portion or phase thereof, a "Facility") required by the District to provide water, recycled water, and sewer services to adjacent Development.

C. The Parties agree that certain additional improvements are necessary to be designed and constructed in order to provide adequate sewer service for MCWD service areas outside the Development. The improvements are In-Tract improvements.

D. While the In-Tract Policy requires the Developer to place MCWD infrastructure within public right of way, the design and sizing requirements of the improvements are increased for the benefit of existing and future MCWD Ord Sewer customers located outside of the Development tract. Therefore, the District and Developer desire to enter into an equitable agreement to provide for the reimbursement by the District to Developer of certain costs of construction of the In-Tract improvements attributable to the increases and modifications required for the benefit of existing and future customers located outside the Development as set forth in detail below.

NOW THEREFORE, in consideration of the mutual promises contained herein, District and Developer hereby agree as follows:

**1. SCOPE/DESCRIPTION OF REIMBURSABLE IMPROVEMENTS**

1.1 Improvements Subject to this Reimbursement Agreement. The District has determined that two existing sewer mains located in existing MCWD easements to the west of 1<sup>st</sup> Avenue are improperly located and in aging condition. At the District's request, a proposed 8-inch new sewer line within 1<sup>st</sup> Avenue, which is an In-Tract improvement and is required to serve a portion of the

Development, needs to be enlarged to 30 inches so that it can accommodate flows from the existing mains, and further off-site improvements need to be undertaken to update operations of the sanitary sewer system (the "1<sup>st</sup> Avenue Sewer Main System Improvements"). A detailed scope of work and preliminary estimate of the budget for the 1<sup>st</sup> Avenue Sewer Main System Improvements is attached hereto as Exhibit 2, and shall be memorialized using the Work Release format in Exhibit 1, attached hereto.

1.2 Reimbursement. Provided Developer designs, constructs and dedicates the 1<sup>st</sup> Avenue Sewer Main System Improvements to MCWD as set forth in this Reimbursement Agreement, Developer shall be entitled to reimbursement from MCWD (the "Reimbursement Amount"), which shall be based on the costs associated with increasing the sanitary sewer line from 21-inch to 30-inch diameter pipe along 184 linear feet of new alignment, from the existing sanitary sewer manhole BB-1 (Station 1+00 of Dunes on Monterey Bay Phase 3 Backbone Sanitary Sewer Improvement Plans) to manhole BB-3 (Station 2+83.57 of Dunes on Monterey Bay Phase 3 Backbone Sanitary Sewer Improvement Plans) and increasing the sanitary sewer line from 8-inch to 30-inch diameter pipe along 1,771 linear feet of new alignment, from the existing sanitary sewer manhole BB-3 (Station 2+83.57 of Dunes on Monterey Bay Phase 3 Backbone Sanitary Sewer Improvement Plans) to proposed manhole SSMH-42 (Station 11+33.85 of Dunes on Monterey Bay Phase 3 Off-Site Improvement Plans). Developer shall also be entitled to reimbursement for the upgrade costs associated with installing epoxy liner on manholes within the 30-inch sewer alignment. The Reimbursement Amount shall be calculated by taking the total cost of the 1<sup>st</sup> Avenue Sewer Main System Improvements and subtracting the cost associated with installing the required 21-inch and 8-inch sanitary sewer lines along 1<sup>st</sup> Avenue.

## **2. DESIGN AND CONSTRUCTION REQUIREMENTS**

2.1 Developer shall, at its sole cost and expense, but subject to the provisions of this Reimbursement Agreement, cause the design and construction of the 1<sup>st</sup> Avenue Sewer Main System Improvements in strict accordance with the District's requirements. The Infrastructure Agreement shall be incorporated herein and shall govern the design, construction, dedication and warranty requirements for the 1<sup>st</sup> Avenue Sewer Main System Improvements.

## **3. REIMBURSEMENT COSTS**

3.1 Determination of Reimbursement Amount. MCWD's Reimbursement Amount shall be based on that portion of the 1<sup>st</sup> Avenue Sewer Main System Improvements costs as described in Section 1.2. A preliminary estimate of the total cost of the 1<sup>st</sup> Avenue Sewer Main System Improvements is included as Exhibit 2, and a preliminary estimate of the costs of a 21-inch and an 8-inch sanitary sewer lines along 1<sup>st</sup> Avenue are included as Exhibit 2. A preliminary estimate of the Reimbursement Amount is included in Exhibit 1; however the ultimate Reimbursement Amount due under this Reimbursement Agreement shall be calculated using the actual costs incurred for construction of the 1<sup>st</sup> Avenue Sewer Main System Improvements, and the costs of an 8-inch sanitary sewer line as calculated at the time that the 1<sup>st</sup> Avenue Sewer Main System Improvements are constructed. Developer may elect to submit progress invoices to the District as construction of the 1<sup>st</sup> Avenue Sewer Main System Improvements progresses, or may elect to submit a single invoice when construction of the 1<sup>st</sup> Avenue Sewer Main System Improvements is

completed. District shall pay the portion of the Reimbursement Amount incurred at the time of each invoice to Developer within sixty (60) days of said invoice from Developer. MCWD's Reimbursement Amount shall not exceed \$695,000, the current project budget in the FY2025-26 Capital Improvement Program.

#### 4. MISCELLANEOUS

4.1 Notice. Any notice or communication required hereunder between the District or Developer must be in writing, and may be given either personally, by electronic mail, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

**To District:** Marina Coast Water District  
**Attn: General Manager**  
920 2<sup>nd</sup> Ave. Suite B  
Marina, California 93933

**To Developer:** Shea Homes Limited Partnership  
**Attn: Don Hofer**  
4309 Hacienda Dr., Suite 180  
Pleasanton, CA 94588

4.2 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of the 1<sup>st</sup> Avenue Sewer Main System Improvements and the expiration of the required warranty period, whichever occurs first.

4.3 Modification. Modifications or amendments to this Reimbursement Agreement shall be in writing and executed by all parties.

4.4 Assignment. This Reimbursement Agreement and all the terms and conditions

contained herein shall inure to the benefit of and bind the successors and assigns of District and Developer. Nothing contained herein restricts or prohibits the sale or other transfer of property.

4.5 Entire Agreement. This Reimbursement Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Reimbursement Agreement, together with the attached Exhibits, constitutes the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. The Exhibits attached to this Reimbursement Agreement are incorporated herein for all purposes.

4.6 Compliance with Infrastructure Agreement/Dispute Resolution. Developer agrees all Facilities it constructs shall be constructed in compliance with the terms of the Infrastructure Agreement. Any dispute between the parties as to the proper interpretation, application or enforcement of this Reimbursement Agreement shall be subject to dispute resolution in the same manner and with the same effect as provided in Section 21 of the Infrastructure Agreement, the provisions of which are hereby incorporated into this Reimbursement Agreement by reference.

4.7 Waiver. All waivers of the provisions of this Reimbursement Agreement shall be in writing and signed by the appropriate authorities of the District and the Developer.

4.8 California Law. This Reimbursement Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions.

4.9 Prevailing Wage. All Facilities paid for in whole or in part by reimbursement of Eligible Costs from District funds under this Reimbursement Agreement are subject to the prevailing wage requirements for public works construction, under Sections 1770 through 1781 of the Labor Code. The applicable provisions shall be applied. Nothing in this section shall be deemed to modify the provisions of Section 31 of the Infrastructure Agreement with respect to all other Facilities.

4.10 Attorney's Fees. If either party to this Reimbursement Agreement brings a suit or proceeding to enforce or require performance of the terms of this Reimbursement Agreement, the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorneys' fees and the costs and fees of any experts reasonably engaged by the attorney.

4.11 Severability. If any term or provision of this Reimbursement Agreement, or the application of any term or provision of this Reimbursement Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Reimbursement Agreement, or the application of this Reimbursement Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Reimbursement Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, the party adversely affected may (in its sole and absolute discretion) terminate this Reimbursement Agreement by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement the day and year first above written.

<p><b>DISTRICT:</b> Marina Coast Water District, A California County Water District</p> <p>By: _____ Remleh Scherzinger, PE General Manager</p> <p>Approved as to Form:</p> <p>By: _____ David Hobbs, District Legal Counsel</p>	<p><b>DEVELOPER:</b> Shea Homes Limited Partnership, A California Limited Partnership</p> <p>By: _____</p> <p>Name: Doug McArdle</p> <p>Its: Authorized Agent</p> <p>By: _____</p> <p>Name: Donald Hofer</p> <p>Its: Authorized Agent</p>
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**EXHIBIT 1**

<b>Type of Facility</b>	<b>Location</b>	<b>Funding Source (mark all that apply)</b>
<input type="checkbox"/> Water	<input checked="" type="checkbox"/> In-Tract	<input checked="" type="checkbox"/> CIP OS-2611, FY2025-2026
<input checked="" type="checkbox"/> Sewer	<input checked="" type="checkbox"/> Out-of-Tract	<input checked="" type="checkbox"/> Developer:
<input type="checkbox"/> Recycled Water		Shea Homes, Limited Partnership

**Scope of Work – Description:**

The 1<sup>st</sup> Avenue 30” Sewer Main project includes the abandonment of existing gravity mains from existing sanitary sewer manhole BB-1 west of 1<sup>st</sup> Avenue near Outrigger Circle to proposed manholes SSMH-42 and SSMH-43 in Divarty Street. The project also includes constructing a new 30” diameter gravity main between these endpoints, within the future dedicated public right-of-way of 1<sup>st</sup> Avenue and Divarty Street. The Dunes 3 Sanitary Sewer System pipe adjustments are needed to accommodate existing and future sewer flows from MCWD Ord Sewer customers located both within and outside of the Development tract. Through the Dunes 3 sanitary system, the pipe adjustments include the following:

Sanitary Sewer Pipeline Reimbursement

- Increasing the pipe diameter from 21-inch to 30-inch from sanitary sewer manhole (SSMH) BB-1 at Station 1+00 (Dunes 3 Backbone) to SSMH BB-3 at station 2+83.57 (Dunes 3 Backbone) and increasing the pipe diameter from 8-inch to 30-inch from SSMH BB-3 at station 2+83.57 (Dunes 3 Backbone) to SSMH-42 at Station 11+33.85 (Dunes 3 Offsite).
- The basis for the not to exceed lump sum cost is as follows (see Exhibit 2):
  - Engineer’s Estimate of Construction Costs: \$1,123,845
  - Estimate of Alternative Construction Costs – 1<sup>st</sup> Ave 8” Sewer: less \$441,419
  - Estimate of Total Reimbursement Amount: \$682,426
  - Not-to-Exceed Total Reimbursement Amount: \$695,000

Contract Document References:

- The Dunes of Monterey Bay Phase 3 Sanitary Sewer Backbone Improvement Plans with a July 26, 2024 signature date
- The Dunes of Monterey Bay Phase 3 North Onsite Improvement Plans with an October 31, 2024 signature date
- The Dunes of Monterey Bay Phase 3 Off-Site Improvement Plans with a December 5, 2024 revision date
- Engineer’s Estimate (See Exhibit 2)

Estimated Start Date: Spring 2025

Estimated Completion Date: Summer 2025

Agreed:

**DEVELOPER:** SHEA HOMES, LIMITED PARTNERSHIP  
a California limited corporation

By: \_\_\_\_\_

Don Hofer  
Authorized Agent

By: \_\_\_\_\_

Doug McArdle  
Authorized Agent

**Exhibit 2**

**Engineer's Estimate of 1st Ave 30" Gravity Sewer Project Reimbursement Costs**

		<b>Amount</b>
1st Ave 30-inch SS Improvements		\$ 1,123,845
1st Ave 8-inch SS Alternative		\$ 441,419
<b>Subtotal</b>		<b>\$ 682,425</b>
FY25/26 Project Budget		\$ 695,000
<b>Subtotal</b>		<b>\$ 682,425</b>
<b>Phase 3N Improvements</b>		
84" EL SSMH	1 EA	\$ 41,000 \$ 41,000
72"EL->84"EL SSMH Delta	3 EA	\$ 12,250 \$ 36,750
21"-> 30" Delta	184 LF	\$ 85 \$ 15,640
30" SS Pipe	331 LF	\$ 320 \$ 105,920
Connect to Existing SS System	1 EA	\$ 7,000 \$ 7,000
<b>Subtotal</b>		<b>\$ 206,310</b>
<b>Phase 3 Off-site Improvements</b>		
48" NEL SSMH	0 EA	\$ 9,340 \$ -
48" EL SSMH	1 EA	\$ 12,725 \$ 12,725
84" NEL SSMH	0 EA	\$ 24,500 \$ -
84" EL SSMH	7 EA	\$ 41,000 \$ 287,000
12" SS Pipe	21 LF	\$ 156 \$ 3,276
30" SS Pipe	1440 LF	\$ 229 \$ 329,760
Bypass Pumping	1 EA	\$ 51,500 \$ 51,500
Connect to Existing SS System	2 EA	\$ 7,000 \$ 14,000
Abandon 12" (Gas Main)	715 LF	\$ 20 \$ 13,943
Abandon 18" (Gas Main)	730 LF	\$ 20 \$ 14,235
Abandon 12" (E of 1st)	390 LF	\$ 20 \$ 7,605
Abandon 18" (E of 1st)	380 LF	\$ 20 \$ 7,410
Remove SS Main	300 LF	\$ 29 \$ 8,700
<b>Subtotal</b>		<b>\$ 750,154</b>
Subtotal SS Improvements		\$ 956,464
7.5% Design Soft Costs and Overhead		\$ 71,735
10% Contingency		\$ 95,646
<b>Total Project Cost</b>		<b>\$ 1,123,845</b>
<b>1st Ave 8" Alternative</b>		
48" EL SSMH	8 EA	\$ 12,725 \$ 101,800
48" NEL SSMH	7 EA	\$ 9,340 \$ 65,380
8" SS Pipe	3022 LF	\$ 68 \$ 205,496
Connect to Existing SS System	1 EA	\$ 3,000 \$ 3,000
<b>Subtotal</b>		<b>\$ 375,676</b>
7.5% Design Soft Costs and Overhead		\$ 28,176
10% Contingency		\$ 37,568
Total Alternative Project Cost		<b>\$ 441,419</b>
<b>Total Reimbursement Amount</b>		<b>\$ 682,425</b>

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 11-B

**Meeting Date:** June 16, 2025

**Prepared By:** Garrett Haertel, PE

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Fire Water System Preparedness Response Project – Update

**Staff Recommendation:** Receive update on the project activities related to Fire Water System Preparedness Response (F-WSPR) Project.

**Background:** *Strategic Plan, Goal No. 4 – INFRASTRUCTURE: Reliable, Cost-Effective, and Sustainable Facilities and Properties. The District will develop a comprehensive plan to guide the use of its properties and the renewal and replacement of facilities for timeliness, cost-effectiveness, and maximum long-term benefit.*

*OBJECTIVE 4.1: A comprehensive plan guides long-term, cost-effective renewal, replacement, usage, and development of District facilities and properties.*

*OBJECTIVE 4.2: The comprehensive, long-term facility plan is funded.*

*OBJECTIVE 4.5: The District is prepared to mitigate and recover from unplanned events and will maintain cybersecurity.*

*Goal No. 5 – ENGAGEMENT: Communicate and Engage Effectively with Customers, Partners, and Stakeholders. The District views providing quality service and building understanding and garnering support from its customers as fundamental to its success. Additionally, it recognizes the importance of actively engaging and collaborating with neighboring entities across the region.*

*OBJECTIVE 5.1: Customers understand the services the District provides, where to learn more, and how to get their questions answered.*

*OBJECTIVE 5.4: The District’s Board and Staff develop and maintain productive, mutually beneficial collaborative partnerships with the County, municipalities, neighboring water providers, and other stakeholders.*

*Goal No. 6 – STEWARDSHIP: Resilient and Sustainable Facilities and Operations. The District will continue to implement its comprehensive climate action plan. It will conduct thorough assessments of its facilities and properties to identify climate-related risks.*

*OBJECTIVE 6.4: The District works with innovative research and resulting forecasts to improve resilience to the impacts of rising sea levels, storm intensification, coastal erosion, fires, and more.*

Marina Coast Water District (MCWD) has undertaken extensive preparations to maintain services during emergencies and support firefighters and local firefighting efforts. However, in light of the devastating wildfire events in Los Angeles earlier this year, and other parts of California, it is imperative that MCWD engages in comprehensive Fire Water System Preparedness Response (F-WSPR). The goal is to assess the water system's readiness and capacity to support firefighting efforts during large-scale fire events beyond existing code requirement design. This effort is estimated to cost approximately \$75,000 and use funds from the Engineering Department Operating Budget.

**Discussion/Analysis:** The following update will review current conditions, previous activities, and steps to be taken to prepare and implement the F-WSPR Project.

The District has previously taken extensive measures to ensure services continue even during emergencies, in summary:

*24/7 crew availability.* District crews are available every day and around the clock to respond to emergencies and serve our customers. They've proven their commitment by working through nights, weekends, and holidays, to deliver reliable service.

*Reliable backup power.* Every essential water pumping station is equipped with a permanent backup generator, ensuring continued operation even during power outages. In addition, each critical station can also be quickly connected to a portable, towed generator as a secondary backup, and staff maintains an in-house reliable fuel supply to keep things running.

*Advanced remote monitoring & control.* Sophisticated monitoring systems allow MCWD to control pumps and other infrastructure remotely, speeding up response times, reducing costs, and enhancing service efficiency, especially in times of crisis. High- and low-pressure alarms are tied to each pressure station and contact the Standby Operator immediately in the event of a drop or spike in pressure.

*Redundant communication systems.* In emergencies, clear communication is critical. That's why MCWD has implemented multiple, redundant communication systems so staff can remain in contact with each other and critical facilities, even if one communication system goes down.

*Water storage reservoirs.* The District has constructed over 13 million gallons of storage tanks that provide water for emergencies, meet needs during high water use days, and lower electrical pumping costs. Additional reservoirs are planned to be constructed in the coming years.

*Parallel and Interconnected Pipelines.* The District has added parallel and redundant pipelines and additional interconnections so that if one part of the water system is cut off in an emergency, it can be served by other parts of the system. This also improves overall system flow capacity.

*Large well capacity.* In a large-scale emergency, such as a fire, staff can immediately draw from substantial supplies in water storage reservoirs. In addition, District wells can pump up to 13,500 gallons per minute, enough to fill a typical household pool in about 90 seconds.

*Redundant connections for backup water supply.* In the event of an emergency, staff can quickly move water between different parts of the system to ensure the community has access to backup supplies as needed.

*Fire hydrant maintenance and standards.* The District tested and serviced all its hydrants within the last two years and painted them to make them more visible in an emergency. The District also requires that new residential hydrants be 300 feet apart, which is less than (closer together than) the 500 feet National Fire Protection Association (NFPA) requirements.

*Strong partnerships with local fire departments.* The District has established strong, ongoing collaborations with local fire departments, particularly the Marina Fire Department. Together, we've developed detailed emergency procedures to manage a wide range of potential crises.

The activities described below will outline the steps for modeling and assessing MCWD's water infrastructure to meet current and potentially updated fire suppression needs and identify potential steps to modify the water system capabilities.

Steps to be taken to prepare and implement the F-WSPR Project include the following:

- Evaluate the water system for compliance with the current fire code requirements.
- Convene a Fire Technical Advisory Committee (FTAC) of local fire authorities to define a large-scale fire event.
- Evaluate the water system to meet the needs of the large-scale fire defined by the FTAC, field test the defined parameters with FTAC members, and develop a Technical Memorandum (TM) outlining potential water system upgrades or operational modifications.
- Present the Fire Preparedness TM to local jurisdictions and the public, as well as the MCWD Board of Directors, for review and acceptance.

Each of the steps for the F-WSPR Project are further defined below.

- **Evaluate the water system for compliance with the current fire code requirements.**
  - Test the existing water system computer model based on the current fire code and current system conditions to understand present capabilities and identify potential areas for improvement in meeting current fire suppression needs. The model will include water storage, hydrants, and piping capacity to support firefighting operations.
  - Develop a summary report and present it to the MCWD Board of Directors for review, comment, and acceptance. The report will highlight system capabilities related to current fire code and describe potential improvements if required.
  - Inform the public of the project via extensive outreach, including updates in District Board of Director's meetings.
- **Convene a Fire Technical Advisory Committee (FTAC) of local fire authorities to define a large-scale fire event.**
  - Establish a FTAC of local fire authorities. Proposed fire authorities include:
    - City of Marina Fire Department
    - City of Seaside Fire Department
    - Presidio of Monterey Fire Department
    - Monterey County Regional Fire District
    - North County Fire District
    - California Department of Forestry and Fire Protection (Cal-Fire)
    - Monterey County Fire Chief's Association
  - FTAC will define the parameters of a large-scale fire, including requested water flow capacities, hydrant accessibility, and firefighting strategies. They would also identify suggestions for communication, collaboration, and integration of the MCWD's water system into firefighting strategies.
- **Evaluate the water system to meet the needs of the large-scale fire defined by the FTAC, field test the defined parameters with FTAC members, and develop a Technical Memorandum (TM) for potential water system upgrades or operational modifications.**
  - Incorporate the FTAC-defined large-scale fire parameters into the water system model.
  - Coordinate with the FTAC to deploy real-world assets into the MCWD service area per the large-scale fire parameters and field test the water system.
  - Integrate the data collected from the field test to calibrate the water system model and run the model to determine full system capabilities.
  - Create a detailed report outlining the MCWD water system's capabilities related to fire suppression requirements during a large-scale fire. The report may include, for example:

- Numbers of hydrants available at full capacity for a defined extended period.
- Estimated operational parameters for the system during a large-scale fire.
- Potential infrastructure upgrades or modifications (storage tanks, pipelines, hydrants) to meet large-scale fire parameters.
  - Cost estimates for the proposed improvements.
  - Water quality and other potential impacts of proposed improvements.
- Reconvene the FTAC to report findings:
  - Discuss collaborative strategies for utilizing the MCWD water system and other regional planning and permitting mechanisms for strategic, large-scale fire management.
- Prepare a comprehensive Fire Water System Preparedness Response (F-WSPR) Technical Memorandum (TM) consolidating the findings from the previous steps, for example:
  - Current system readiness and capacity.
  - Potential infrastructure upgrades and enhancements.
  - Cost estimates for all recommended improvements.
  - Potential regional planning, permitting, and other fire preparedness improvements.
- **Present the Fire Preparedness Technical Memorandum (TM) to local jurisdictions and the public, as well as the MCWD Board of Directors, for review and acceptance.**
  - Present to local city councils, County Board of Supervisors, and fire jurisdictions, communicate to the public via social media, web, and hold a public meeting.
  - Update and finalize the report for presentation to the District Board of Directors for review, comment, and acceptance.

The F-WSPR Project aims to assess MCWD's water system capabilities and ensure they are fully understood. By modeling the system, collaborating with local fire authorities, and preparing for potential fire scenarios, MCWD will be better positioned to help safeguard the community and its infrastructure.

MCWD is dedicated to delivering safe, sustainable water and wastewater services while preparing for whatever challenges may arise.

**Environmental Review Compliance:** None required.

**Climate Adaptation:** The District's goal is to improve resilience to the impacts of climate change, which can affect the frequency and duration of large-scale fire events in the arid west. By understanding water system capabilities to react to large-scale fire events, and by supporting the community at large in dealing with fire events within the District's service area, the District is working to adapt to the ever-changing climate.

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

**Other Considerations:** None.

**Material Included for Information/Consideration:** None.

**Action Required:**    \_\_\_\_\_Resolution    \_\_\_\_\_Motion              X   Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 11-C

**Meeting Date:** June 16, 2025

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger PE

**Agenda Title:** Adopt Resolution No. 2025-39 to Consider Nomination and Support of a Candidate for the Position of President or Vice President to the Association of California Water Agencies Board of Directors for the 2026-2027 Term

**Staff Recommendation:** The Board of Directors consider whether to nominate a Board member, to run for the position of President or Vice President to the Association of California Water Agencies (ACWA) Board of Directors for the 2026-2027 term.

**Background:** *Strategic Plan, Mission Statement – Marina Coast Water District delivers safe and environmentally sustainable water, recycled water, and wastewater services that meet community needs.*

ACWA is asking for nominations to serve as a President or Vice President to the ACWA Board for the 2026-2027 term. There are certain requirements for either Board seat. Those expectations are defined in the letter received on April 30, 2025. The deadline for nominations is June 20, 2025.

**Discussion/Analysis:** ACWA states that the District is eligible to nominate one person, an elected or appointed Board member, for election to either Board President or Vice President. If the MCWD Board decides to select a member to run for nomination, they must provide to ACWA a completed nomination form, Resolution supporting the nominee, and a candidate statement of qualifications. Following receipt of the information, an interview is tentatively scheduled for July 1, 2025. Electronic voting begins July 21, 2025 and concludes September 19, 2025.

**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 decide to not select any member to run for nomination.

**Material Included for Information/Consideration:** Resolution No. 2025-39; and ACWA letter,

**Action Required:**    \_\_\_ Resolution    \_\_\_ X Motion    \_\_\_ Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

June 16, 2025

Resolution No. 2025-39  
Resolution of the Board of Directors  
Marina Coast Water District  
To Nominate and Support \_\_\_\_\_  
as a Candidate for the Position of ACWA \_\_\_\_\_

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), a regular meeting duly called and held on June 16, 2025, at 920 Second Avenue Suite B, Marina, California, as follows:

WHEREAS, the Election Committee has announced a call for nominations of candidates for the election of President and Vice President of the Association for the 2026-2027 term; and,

WHEREAS, the Election Committee will present an open ballot with all qualifying candidates to the members for a vote by written ballot; and,

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and,

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and,

WHEREAS, \_\_\_\_\_ has served in a leadership role as a member of the Marina Coast Water District Board of Directors since \_\_\_\_\_; and,

WHEREAS, \_\_\_\_\_ held the following positions \_\_\_\_\_; and,

WHEREAS, it is the opinion of the Marina Coast Water District Board of Directors that \_\_\_\_\_ possesses all of the qualities needed to fulfill the duties of the office of ACWA \_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby nominate and support \_\_\_\_\_ as a candidate for the office of ACWA \_\_\_\_\_, pledging the District’s support of his/her endeavors in fulfilling the duties of this office if elected.

PASSED AND ADOPTED on June 16, 2025, 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 \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, 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. 2025-39 adopted June 16, 2025.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

**TO:** ACWA Agency Presidents and General Managers  
(sent via email)

**CC:** ACWA Board of Directors

**FROM:** ACWA Election Committee

**DATE:** April 30, 2025

**SUBJECT:** Call for Candidates for ACWA President/Vice President for the 2026-'27 Term

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ACWA recently distributed an Advisory announcing the Call for Candidates for President and Vice President for the 2026-'27 term. The Advisory also announced that each of ACWA's region nominating committees have issued a similar call for candidates interested in serving on the 10 region boards.

ACWA's Bylaws and Board policies (Article 9, Section 9.10, and Board Policy 2.3.3.1) establish the eligibility criteria candidates must meet to serve as President or Vice President. Candidates must meet the following eligibility criteria to qualify:

- At the time of their election, the President and Vice President will each be an elected or appointed member of the governing body or commission of a member agency of the Association.
- An official nominating resolution from the Association member agency on whose board the nominee serves will accompany all nominations for the position of President and Vice President. An authorized signatory of the member agency's Board of Directors will sign said resolution. A sample resolution is available [online](#).
- Each nomination will include a statement of qualifications or resume highlighting the candidate's qualifications for the position, such as active involvement in ACWA task forces, region boards, committees, or the like. Candidates must also submit an abbreviated statement (maximum of 300 words) that can be included with the official ballot. A headshot photo is recommended but not required.

## Election Process

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This year, the election process for President, Vice President, and region board members is now combined. Voting for both sets of candidates will be done electronically by each member agency's designated voter on a single ballot. Agencies can designate their voting representative by visiting



[www.acwa.com/elections](http://www.acwa.com/elections) and submitting the [Authorized Representative and Information Form](#) by the June 20 deadline.

- An 11-member Election Committee has been appointed to facilitate the election of the President and Vice President. The committee will confirm that candidates' eligibility criteria have been met and endorse preferred candidates for each position.
- The Election Committee will present an open ballot on July 21 that lists all qualified candidates, including the committee's preferred candidates. All candidates will also be listed on the ACWA website and invited to participate in a town hall style webinar in which members can ask the candidates questions.
- Members of ACWA will elect the President, Vice President, and their respective region board by voting electronically July 21 – September 19. **There will be no voting during the fall conference.**
- Ballots will be emailed by a third-party vendor called Simply Voting. This web-based online voting system provides quick and verified results while keeping individual votes confidential.
- Each member agency may cast one vote and must designate their one [voting representative](#) by June 20. If an agency does not designate a representative to vote by the deadline, the agency's General Manager will be the authorized voter by default.

## Important Dates

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- Deadline to receive Authorized Voting Representative Form: **Friday, June 20**
- Deadline to receive candidate nominations: **Friday, June 20**
- Tentative date for candidate interviews: **Friday, July 1**
- Election Begins: **Monday, July 21**
- Election Ends: **Friday, September 19**

In addition to being accepted via email to [donnap@acwa.com](mailto:donnap@acwa.com), nomination items may also be submitted via mail to the below address.

Bruce Rupp, Election Committee Chair  
c/o Donna Pangborn, ACWA  
980 9<sup>th</sup> Street, Suite 1000  
Sacramento, CA 95814

Please be aware that candidates may contact general managers and board presidents to solicit their respective member agency's support. A sample resolution of support is available [online](#).

We appreciate your interest and participation in this process to find the best qualified individuals to serve in representing ACWA's statewide membership. Should you have any questions regarding this process, please contact ACWA Senior Clerk of the Board Donna Pangborn at 916-669-2425 or [donnap@acwa.com](mailto:donnap@acwa.com).