



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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DIRECTORS

THOMAS P. MOORE
President

JAN SHRINER
Vice President

HERBERT CORTEZ
PETER LE
MATT ZEFFERMAN

Agenda

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

and

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

Thursday, August 27, 2020, 6:30 p.m. PST

Due to Governor Newsom's Executive Order N-29-20 and recommendations on protocols to contain the spread of COVID-19, staff and Board members will be attending the August 27, 2020 meeting remotely from various locations and the meeting will be held via Zoom conference. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception.

There may be limited opportunity to provide verbal comments during the meeting. Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Thursday, August 27, 2020; 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/82776131866?pwd=eEFrWUdLL0RNaUw5LzRHVUZmQThkZz09>

Password: mcwd0827

To participate via phone, please call: 1-669-900-9128; Meeting ID: 827 7613 1866 Password: 44673153

Our Mission: We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. 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.*

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road and 2840 4th Avenue, Marina. The agenda shall also be posted at the following locations but those locations are not official agenda posting locations for purposes of section 54954.2(a)(1): City of Marina Council Chambers. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Tuesday, August 25, 2020. 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: 831-883-5910.

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

- A. Consider Adoption of Resolution No. 2020-54 to Approve the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update and Authorize the General Manager to Enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration

Action: The Board of Directors will consider approving the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan update and authorize General Manager to enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration.

(Page 1)

- B. Consider Adoption of Resolution No. 2020-40 to Approve the District's Five-Year Capital Improvement Program Budget

Action: The Board of Directors will consider approving the District's five-year Capital Improvement Program budget for the Central Marina and Ord Community service areas.

(Page 40)

- C. Consider Adoption of Resolution No. 2020-55 to Update Language in the Memorandums of Understanding with the Marina Coast Water District Employees Association and the Teamsters Local 890

Action: The Board of Directors will consider updating language in the Memorandums of Understanding with the Marina Coast Water District Employees Association and the Teamsters Local 890.

(Page 60)

- D. Consider Adoption of Resolution No. 2020-56 to Censure Director Peter Le for Violating the Board Procedures Manual

Action: The Board of Directors will consider updating language in the Memorandums of Understanding with the Marina Coast Water District Employees Association and the Teamsters Local 890.

(Page 130)

6. Staff Reports

- A. Receive a Update on the Fiscal Impacts to the District due to Covid-19

(Page 137)

- B. Receive Information on the District's Water Quality Testing

(Page 143)

- C. Receive a Report on Current Capital Improvement Projects

(Page 145)

- D. Receive the Developer Account Update through March 31, 2020
(Page 148)
- E. Receive the 2nd Quarter 2020 MCWD Water Consumption Report
(Page 151)
- F. Receive the 2020 Sewer Flow Report through June 30, 2020
(Page 157)
- G. Receive a Report on 2020 Pure Water Monterey and MCWD Recycled Water
Flows through June 30, 2020
(Page 159)
- H. Receive a Report on 2020 Potable Water Production through June 30, 2020
(Page 161)

7. 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. Counsel's Report
- C. Committee and Board Liaison Reports
 - 1. Water Conservation Commission
 - 2. Joint City-District Committee
 - 3. Executive Committee
 - 4. Community Outreach Committee
 - 5. Budget and Personnel Committee
 - 6. M1W Board Member Liaison
 - 7. LAFCO Liaison
 - 8. JPIA Liaison
 - 9. Special Districts Association

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

9. Closed Session

- A. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Property: Armstrong Ranch Property
Negotiating Parties: Sunberry Growers, LLC. and MCWD Negotiators (Legal Counsel and General Manager)
Under Negotiation: Price and Terms

10. 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.*

11. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, September 21, 2020, 6:30 p.m.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 5-A

Meeting Date: August 27, 2020

Prepared By: Andrew Racz
Reviewed By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-54 to Approve the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update; and, Authorize the General Manager to Enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration

Staff Recommendation: The Board adopt Resolution No. 2020-54 to Approve the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update and authorize the General Manager to enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration.

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

Detailed Description: Marina Coast Water District (MCWD, District) is a member agency of the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Group (MPIRWMG). The intent of the Integrated Regional Water Management (IRWM) program is to encourage local and regional agencies to implement projects focused on meeting multiple water resources needs on a regional basis. The California Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB) have encouraged local and regional water resource management entities to establish integrated regional water management plans (IRWMPs) through the collaboration of planning efforts and project coordination.

In November 2014, California voters approved the Prop 1 Water Bond, a \$7.12 billion measure that included \$810 million for expenditures on and competitive grants/loans to IRWM projects. The DWR began soliciting applications for Round 1 funding grants in early 2019, and in December 2019, the MPIRWMG submitted an implementation grant proposal for four projects totaling \$2,317,040. In July 2020, the DWR notified the MPIRWMG that the group's proposal had been approved. The grant amount includes \$285,000 in matching funds for the Coe Avenue Recycled Water Distribution Pipeline, a CIP that will provide advance-treated recycled water for landscape irrigation to MCWD customers in Seaside Highlands and adjacent areas within the City of Seaside. The pipeline is one of several distribution pipelines being built by MCWD as part of the Regional Urban Water Augmentation Project (RUWAP) to distribute recycled water to potential end-users who currently use potable water to meet outdoor irrigation needs. The attached Project Information Form from the MPIRWMG's Prop 1 grant application contains a more detailed description of the Coe Avenue project and its potential benefits. This matching grant will help to reduce the amount of money that MCWD must borrow to complete the project.

Action Item 1: Approve 2019 IRWM Plan Update

The District Board is being asked to authorize execution of the MPIRWMG's 2019 IRWM Plan Update (final draft dated September 25, 2019). The IRWM Plan's previous update occurred in 2014 which the Board adopted by Resolution No. 2014-37. The 2019 updates were added based on updated guidance from DWR to comply with new state-level water legislation since 2014 (e.g. SGMA – the Sustainable Management Groundwater Act; 20x2020 Water Efficiency Goals; changes to the California Water Code etc.), as well as specifically to comply with eligibility requirements to receive Prop 1 grant funding. The update also includes a focused list of Prioritized Regional Objectives in focus areas such as Water Supply, Water Quality, Climate Change, etc. which served as a guiding framework for evaluating and ranking proponent agencies' Prop 1 project proposals. MCWD staff participated in monthly MPIRWMG meetings throughout 2019 to provide input on the IRWM Plan Update process.

In May 2019, the Board adopted by Resolution No. 2019-37 approving an updated Memorandum of Understanding (MOU) among MPIRWMG member agencies as a precursor to IRWM plan updates. In order to be eligible for State IRWM grant funds under the California voter-approved Proposition 1, the IRWM Plan Update must be formally adopted by each agency receiving funds. The alternative is to not adopt the IRWM Plan Update and disqualify MCWD from receiving this already-awarded grant funding. Staff recommends approval of the updated 2019 IRWM Plan Update.

The Final Draft of the 2019 IRWM Plan Update and Appendices total 1,550 pages and are therefore not included in this Board packet as a physical attachment. Both documents can be accessed for review at MPWMD's website at the following addresses:

Plan:

<https://www.mpwmd.net/wp-content/uploads/Final-Draft-IRWM-Plan-9-25-19.pdf>

Appendices:

<https://www.mpwmd.net/wp-content/uploads/All-IRWM-Plan-Appendices-09-24-19.pdf>

Action Item 2: Authorize General Manager to enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration

The Monterey Peninsula Water Management District (MPWMD) was designated as the lead agency in the MPIRWMG's Round 1 Implementation Grant application. As lead agency, MPWMD will execute a grant agreement with the California Department of Water Resources (DWR) to receive grant funds, as well as with project proponents (including MCWD) to disburse funds to implement projects compliant with the grant. Agreements between MPWMD and project proponents will be in the form of Subgrantee Agreements. In February 2020, the MPWMD Board approved Resolution 2020-02 authorizing its General Manager to execute these agreements.

In exchange for providing administrative services benefiting MCWD and other project proponents, MPWMD will receive compensation via grant reimbursement as set forth in the State Grant Agreement. Per conditions set forth by DWR, grant administration costs are capped at 10% of the total grant amount. Grant administration costs were budgeted separately from the four proponent projects in MPIRWMG's grant application. As a result, MPWMD will be reimbursed directly by DWR for grant administration costs associated with MCWD's Coe Avenue project. No additional payments from MCWD to MPWMD for grant administration services will be required.

The attached template has been proposed by MPWMD as structure for a Subgrantee Agreement between MPWMD and MCWD. Subgrantee Agreements will be finalized and executed following the execution of the primary grant agreement between MPWMD and DWR. This action is expected to take place in September 2020. In the interim, there will be opportunity for staff and counsel to review and modify language in the proposed template, in order to ensure that the final version is favorable to the interests of the District. At the current time, it is requested that the MCWD Board grant the MCWD General Manager authority to enter into such an agreement at this later date, so as not to delay project funding. Staff recommends Board approval to enter a Subgrantee Agreement with MPWMD.

Financial Impact: Yes No Funding Source/Recap: The Coe Avenue Recycled Water Distribution Pipeline is budgeted as part of the Recycled Urban Water Augmentation Project (RUWAP) Distribution System, CIP number RW-0174 in the Recycled Water cost center. The RUWAP is currently budgeted to be funded by a combination of grants and State Revolving Fund (SRF) loans totaling \$11,439,582. Award funding from the IRWM Prop 1 grant will offset \$285,000 of SRF loan funding that would otherwise need to be repaid. The SRF loan will be used as the source of matching funds for the IRWM grant.

Materials Included for Information/Consideration: Resolution No. 2020-54; Award Letter; Draft Subgrantee Agreement template; and, the Project Information Form.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 27, 2020

Resolution No. 2020-54
Resolution of the Board of Directors
Marina Coast Water District

Adopting the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update and Authorizing the General Manager to enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a special meeting duly called and held via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the State of California desires to foster Integrated Regional Water Management (IRWM) planning and encourages local public, non-profit, and private (for profit) entities to define planning regions appropriate for managing water resources and to integrate strategies within these planning regions; and,

WHEREAS, the water resources management authority and interests in the planning area are currently distributed among various public agencies and other entities with a range of legal powers, regulatory responsibilities and interests; and,

WHEREAS, sensible water resources planning and management frequently requires actions in multiple jurisdictions; and,

WHEREAS, the Monterey Peninsula Integrated Water Resources Management Group (MPIRWMG) undertakes collaborative planning efforts with the stakeholders in the planning Region including public agencies, water providers, non-profit entities, residential water users, community, recreation, and environmental organizations to formulate water management goals, strategies, and objectives for the planning Region and to prioritize projects that address watershed and regional issues; and,

WHEREAS, the IRWM Plan Update is intended to be a living document, reviewed and updated over time; and,

WHEREAS, the Marina Coast Water District Board of Directors reviewed the IRWM Plan Update with its staff and the general public at its regular Board meeting on August 27, 2020 with the intent to adopt said Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2020-54 approving the Monterey Peninsula Integrated Regional Water Management Group 2019 IRWM Plan Update and to direct 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 August 27, 2020, 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-54 adopted August 27, 2020.

Keith Van Der Maaten, Secretary

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



Transmitted via email only.

July 7, 2020

Maureen Hamilton
Water Resources Engineer
Monterey Peninsula Water Management District
5 Harris Court, Building G
Monterey, CA 93940

Award Notification for Round 1 Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant, Central Coast Funding Area

Dear Ms. Hamilton:

Congratulations! We are pleased to inform you that the proposal, Monterey Peninsula Water Management District Round 1 IRWM Implementation, filed by Monterey Peninsula Water Management District has been awarded **\$2,317,040** by the Department of Water Resources (DWR) for the Round 1 Proposition 1 IRWM Implementation Grant Solicitation. Costs incurred after June 26, 2020 will be eligible for grant reimbursement and costs incurred after January 1, 2015 can be used as required local cost share. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the [Agreement Template](#) for your reference.

Your timely attention is directed to the following requirements:**Within 14 calendar days of the date of this award letter:**

Award Acceptance - Please submit a letter or e-mail signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount of \$2,317,040 and your commitment to provide the required non-State cost share of 50% of the total project costs, excluding projects receiving a cost share waiver or reduction.

Electronic Signatures - DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your permission and consent. If you consent to the use of DocuSign, please send DWR a letter on official letterhead signed by the authorized representative, consenting to the use of DocuSign for all transactions related to this award. Please contact the DWR Project Manager if you would like sample language. If you prefer not to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly, especially during situations such as the COVID-19 public health emergency.

Within 60 calendar days of the date of this award letter, or as otherwise specified in the attachment:

Vendor Information - You will receive a Vendor Packet from one of our Grants Analysts shortly; submitting the vendor forms is required to establish grantee contact and payment information with DWR's Accounting Office.

Ms. Hamilton
July 7, 2020
Page 2

Eligibility Requirements - Attachment 1 (Eligibility Criteria Self Certification Form) outlines the conditions that must be met before the grant agreement can be executed and additional requirements that must be addressed to maintain continuing eligibility and receive grant funds. Please complete, sign (electronically if possible) and submit the form and any required additional documentation to the DWR Project Manager according to the specified time periods.

Changes to Work Plan, Budget, and/or Schedule: Please submit a list of projects to be included in the Grant Agreement and any changes to the work plan, budget, and/or schedule since the proposal was submitted. Any proposed changes should be submitted as a Word document in track changes to the original document (work plan, budget and/or schedule), and an explanation of the changes provided. Changes will only be considered acceptable by DWR if the project maintains or increases the level of quality and benefits as compared to the original proposal, unless the grant award amount is less than what was requested in the proposal.

Following receipt of all required information, the DWR Project Manager will work with you to complete the grant agreement for execution and schedule a kick-off meeting.

Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to the DWR Project Manager Monia Holleman at Monia.Holleman@water.ca.gov.

Please contact Maria Lorenzo-Lee at Maria.Lorenzo-Lee@water.ca.gov or (916) 657-4893 or Ashley Gilreath at Ashley.Gilreath@water.ca.gov or (916) 653-9190 for any questions regarding the required materials.

Again, congratulations to you and your Local Project Sponsors on this well-deserved grant award. Our team appreciates the time and effort you contributed to this new and improved grant solicitation process and we will be reaching out in coming months to get your feedback for use in developing the process for Round 2 starting in 2021. We look forward to working with you to complete these IRWM projects to build water resilience in your communities.

Sincerely,

Carmel Brown

Carmel Brown P.E.

MJ EE

Chief, Financial Assistance Branch

Division of Regional Assistance

Attachment 1 – Eligibility Criteria Self-Certification Form

Recitals

- A.** The Monterey Peninsula Water Management District, hereinafter called "MPWMD" or "District," has agreed to enter into Agreement Number <SAP Agreement Number>, hereinafter called State Grant Agreement, with the Department of Water Resources of the State of California, hereinafter called "DWR" or "State," pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The State funding will assist in financing the projects identified in the Grant Agreement associated with the adopted Integrated Regional Water Management (IRWM) Plan for the Monterey Peninsula, Carmel Bay, and South Monterey Bay. The State Grant Agreement (**Exhibit F**), and any subsequent amendments thereto, are incorporated herein by reference.
- B.** The term Local Project Sponsor (LPS) refers to the implementing agency intended to receive grant funding pursuant to said State Grant Agreement for work to be completed by LPS as set forth in said State Grant Agreement. LPS shall be assigned in accordance with the participating agencies identified in the State Grant Agreement. All work to be completed by LPS is referred to in this Agreement as "Project" and is defined as a group of activities as set forth in the State Grant Agreement **Exhibit A** (Work Plan); however, an individual LPS that enters into a Subgrantee Agreement with MPWMD for grant funds is responsible only for its portion of activities and not for activities proposed by any other LPS.
- C.** The parties acknowledge that MPWMD will administer the distribution of grant funds to each LPS pursuant to the State Grant Agreement. The LPS agrees to act on behalf of MPWMD for the purposes of its individual Project management, oversight, compliance, and operations and maintenance. LPS is responsible for all other aspects of its Project in a manner to ensure MPWMD's compliance with the State Grant Agreement. LPS is solely responsible for design, construction, and operation and maintenance of the project it has proposed in State Grant Agreement, **Exhibit A**, Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by MPWMD or the State is solely for the purpose of proper administration of funds by MPWMD or the State and shall not be deemed to relieve or restrict responsibilities of the LPS under this Agreement.
- D.** The term of this Agreement begins on the date this Agreement is fully executed by both MPWMD and the Local Project Sponsor and ends on the termination date specified in the State Grant Agreement.
- E.** The parties desire to set forth the terms and conditions under which the Local Project Sponsor is to receive grant funds from MPWMD.

**AGREEMENT BETWEEN THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND**

<SUBGRANTEE>

**FOR FUNDS FROM A PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL
WATER MANAGEMENT (IRWM) GRANT TO THE MONTEREY PENINSULA,
CARMEL BAY, AND SOUTH MONTEREY BAY PLANNING REGION TO
COMPLETE**

<NAME OF PROJECT>

THIS AGREEMENT is entered into this _____ day of _____, by and between <Subgrantee Name>, hereinafter called "Subgrantee" or "Local Project Sponsor," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD" or "District" for the purposes of completing <NAME OF PROJECT>, hereinafter called "Project," and receiving reimbursement from the State Grant for a portion of Project expenses.

**SECTION I
SCOPE OF SERVICES**

MPWMD hereby engages Subgrantee to complete the Project as forth in **Exhibit A**, <Project Scope of Work>, hereinafter referred to as **Exhibit A**, Work Plan, which is an integral part of the State Grant Agreement between the State of California Department of Water Resources and the Monterey Peninsula Water Management District, Agreement Number <SAP Agreement Number>, pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.), hereinafter referred to as State Grant Agreement and incorporated as **Exhibit F** to this Agreement.

**SECTION II
COMPENSATION**

A. GRANT REIMBURSEMENT SCHEDULE

Grant reimbursements payable to Subgrantee for services specified herein shall be in accordance with **Exhibit B**, Budget as shown in the State Grant Agreement. The cost of the Project is estimated to be <enter \$ amount >. Subgrantee agrees to be responsible for the Non-State Share and Other Cost Share of the Project as shown in **Exhibit B**, Budget. The Subgrantee's cost share is estimated to be <enter \$ amount >. Costs incurred after June 26, 2020 will be eligible for grant reimbursement and costs incurred after January 1, 2015 can be used as required local cost share.

B. METHOD OF PAYMENT

Reimbursement of funds expended by Subgrantee shall be based on work described in **Exhibit A**, Work Plan. In order to receive disbursement of grant funds, Local Project Sponsor shall submit

to MPWMD quarterly invoices for eligible project costs as defined in the State Grant Agreement Item 7 (Eligible Project Cost) in a form required by MPWMD. Supporting documentation as described in the State Grant Agreement Item 8 (Method of Payment) shall accompany each invoice. The documentation required by this paragraph shall be sent to:

Maureen Hamilton, Water Resources Engineer
Monterey Peninsula Water Management District

mhamilton@mpwmd.net

MPWMD shall request reimbursement from the State for Subgrantee's costs, subject to a finding by MPWMD that the invoice and supporting documentation are consistent with the requirements of **Exhibit F**, State Grant Agreement. Where MPWMD finds the invoice and supporting documentation for work to be unsatisfactory, MPWMD shall describe deficiencies in writing or by electronic mail (e-mail) to Subgrantee within ten (10) days. Subgrantee shall have the option of revising the invoice and supporting documentation to delete reimbursement requests for invoices that are deemed unsatisfactory or revising unsatisfactory invoices and resubmitting a reimbursement request. Payments to Subgrantee are due and payable within thirty (30) days after receipt of grant funds from the State. As specified in State Grant Agreement, Exhibit D.36, ten percent (10%) of the maximum payment shall be retained by State, until such time as State releases retention to MPWMD. The final invoice for work performed shall be submitted by Subgrantee to MPWMD not later than 30 days after completion of Project work as set forth in **Exhibit C**, Schedule. MPWMD shall submit such invoice to State with request for release of retention(s) not later than 60 days after receipt of invoice.

C. MAXIMUM PAYMENT

Payments to Subgrantee for Project expenses incurred under this Agreement **shall not exceed <enter \$ grant amount>**. This amount may be reduced as per the Paragraph 5.A.ii., State Grant Agreement.

SECTION III INSPECTION OF WORK

Authorized representatives of MPWMD shall have access to Subgrantee's offices or other work location during normal business hours for the purpose of review and inspection of work activities undertaken pursuant to this Agreement.

SECTION IV OWNERSHIP OF PROJECT REPORT

For the purposes of retaining records for any future audits, Subgrantee shall provide MPWMD electronic copies of all original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and described as deliverables in **Exhibit F**, State Grant Agreement.

Subgrantee may be required to provide additional documents to the State. MPWMD shall forward to the State all such requested documents.

If not specifically described as a deliverable, Subgrantees are encouraged to provide all digital data used to generate tables, figures, diagrams, images, Geographical Information System (GIS) or Computer Aided Design (CAD) layers.

Global Positioning System (GPS) data deliverables should include the following:

- Original rover files, unless otherwise specified by MPWMD
- Base station correction files, unless otherwise specified by MPWMD
- Differentially corrected GPS files, if requested by MPWMD
- Copies of field data collection notes
- Completed documentation sheet for each collection event
- Almanac files are optional

GIS deliverables should include the following:

- Geospatial dataset generated from GPS data in Environmental Systems Research Institute, Inc.'s (ESRI) shapefile format, including a projection file. In this regard, point features shall be generated as point shapefiles, linear features shall be generated as line shapefiles, and area features shall be generated as polygon shapefiles.
- Each geospatial dataset shall be accompanied by documentation sufficient to meet the Content Standard for Digital Geospatial Metadata (CSDGM), Vers. 2 (FGDC-STD-001-1998), dated June 1998.
- Any geospatial dataset derived from new or existing geospatial data in shapefile format, along with an explanation of the methodology used to generate the derived geospatial data.

SECTION V TIME OF PERFORMANCE

Subgrantee shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in **Exhibit C**, Schedule. Time is of the essence to this Agreement, and late performance may result in a termination of this Agreement pursuant to Section IX, Termination.

SECTION VI RESPONSIBILITIES

- A. Subgrantee agrees to secure at Subgrantee's own expense all personnel, materials, and related services required to perform the services under this Agreement. Subgrantee shall act as an independent Subgrantee and not as an agent or employee of MPWMD. Subgrantee shall have exclusive and complete control over Subgrantee's employees and subcontractors, and shall determine the method of performing the services hereunder.

- B. MPWMD shall provide Subgrantee with all data and documents in its possession related to the State Grant.
- C. Subgrantee shall perform the work and provide the documentation required of MPWMD or pertinent to Local Project Sponsor's Project in a timely manner as set forth, without limitation, in **Exhibit A**, Work Plan. Notwithstanding the foregoing, any documents or information required to be submitted to the State, Department of Water Resources, agents of the Department of Water Resources, agents of the State, shall be submitted by Subgrantee to MPWMD for submittal by MPWMD to the appropriate party designated in the State Grant Agreement.
- D. Subgrantee agrees to provide all required reports as specified in State Grant Agreement Item 14 (Submission of Reports), **Exhibit F**, according to a format and schedule as specified by MPWMD. This pertains to the quarterly Progress Report, quarterly Accountability Report (applicable to advance funds), Final Report, and Post-Performance Reports.
- E. Subgrantee shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder for the Project work specified in **Exhibit A**, Work Plan. Subgrantee shall be responsible for the reproduction of work produced by Subgrantee hereunder.
- F. MPWMD is to provide administrative services for the benefit of Local Project Sponsor and other local project sponsors, in the administration of this Agreement and the State Grant Agreement. MPWMD is to receive compensation via grant reimbursement for these services as set forth in the State Grant Agreement Exhibits A and B (Work Plan and Budget).

MPWMD agrees to provide grant administrative services for the term specified in the State Grant Agreement. In the event the terms or conditions of the State Grant Agreement are changed to accommodate the Local Project Sponsor, MPWMD shall be reimbursed by the Subgrantee for any additional administrative costs that are solely attributable to grant administration occurring beyond the original scope of work described in the State Grant Agreement.

- G. Subgrantee acknowledges that State Grant Agreement Item 5 (Basic Conditions) establishes the State shall have no obligation to disburse money for the Project under this Agreement until MPWMD, and as applicable the Subgrantee, has satisfied all the applicable conditions specified in Item 5.
- H. Subgrantee acknowledges its responsibility to comply with the applicable provisions of the State Grant Agreement Exhibit D. Standard Conditions. Special attention is directed to State Grant Agreement Section D5 "Audits." Subgrantee may be required to share in expenses associated with an audit and shall be required to maintain records for at least three

(3) years after Project completion.

- I. The Subgrantee agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees, from any and all claims and losses accruing or resulting to any and all subcontractors, material suppliers, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Subgrantee, Subgrantee's employees, or Subgrantee's subcontractors or sub-subcontractors in the performance of this Agreement.
- J. Subgrantee agrees to perform all work for the Project under this Agreement in compliance with the terms and conditions of **Exhibit F**, State Grant Agreement.

SECTION VII INSURANCE

The Subgrantee shall procure, purchase at its expense and maintain in full force and effect such insurance as will protect it from claims, damages, losses, liability, costs, and expenses as set forth herein which may arise out of or result from or in any way connected with the Subgrantee's activities, work, services, and/or operations performed by the Subgrantee under this Agreement, whether such activities or operations be by itself or by any subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts the Subgrantee or any of them is or may be liable. The procurement and maintenance by the Subgrantee of policies required under this Agreement shall not relieve, limit or satisfy Subgrantee's obligation to indemnify, defend and save harmless MPWMD, its officers, directors, agents and employees.

- A. Subgrantee represents that Subgrantee will, prior to commencement of work pursuant to this agreement, name and endorse on to his Comprehensive General Liability insurance policy MPWMD and the State, its officers, agents and employees as "an insured" with respect to liability arising out of the activities, services, operations or work performed by Subgrantee for MPWMD (ISO form CG 20 09 11 85 or its equivalence). Subgrantee shall obtain and keep in full force and effect insurance policies and in appropriate limits as specified by the Insurance Requirements (**Exhibit D**) and shall require any subcontractor or sub-subcontractor to provide evidence of similar liability insurance coverages.
- B. Subgrantee shall add to Subgrantee's Comprehensive General Liability insurance policy a severability interest clause or such similar wording if Subgrantee's policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."
- C. All policies carried by Subgrantee shall contain a provision or be endorsed to state that coverage as respects to MPWMD and the State, its officers, agents and employees shall not be suspended, voided, canceled or non-renewed except after the insurance company

has given to MPWMD at least forty-five (45) days prior written notice to the address shown below prior to any such termination of coverage becomes effective.

- D. Subgrantee shall, on all policies or coverages required to be carried by Subgrantee pursuant to this Agreement, give to MPWMD forty-five (45) days prior written notice by certified mail, return receipt requested, to the address shown below notification of any limitations, reductions or material change in coverage or in limits available.
- E. Prior to the execution of the Agreement, Subgrantee shall file with MPWMD certificates of insurance coverage actually in force required to be carried by Subgrantee pursuant to this Section VII and Insurance Requirements (**Exhibit D**). With respect to each renewal or replacement of any such insurance, the requirements of this paragraph must be complied with not less than forty-five (45) days prior to the expiration or cancellation of the policy being renewed or replaced.
- F. All insurance policies carried by or available to Subgrantee shall be primary and not excess nor contributing with any insurance issued to or available to MPWMD. Any insurance or self-insurance maintained or carried by MPWMD shall be excess of the Subgrantee's insurance and shall not participate in nor contribute with such insurance carried by or available to Subgrantee. MPWMD will not be responsible for any payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements. The cost of such insurance shall be borne solely by the Subgrantee.
- G. In the event Subgrantee elects to utilize existing policies to meet insurance requirements specified herein for comprehensive general liability and or professional errors and omissions coverages, Subgrantee shall provide an accurate history of claims filed against either of those policies during the past twenty-four (24) months along with amounts paid and reserves outstanding.
- H. MPWMD shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Subgrantee in the event such insurance coverage does not comply with the requirements hereof. However, MPWMD may, at any time, and from time to time, inspect and copy any and all insurance policies, endorsements, certificates and correspondence required to be carried by Subgrantee pursuant to this Agreement.

SECTION VIII CHANGES AND CHANGED CONDITIONS

If, during the course of the work herein contemplated, the need to change the Project Work Plan or the time schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice, to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Project Work Plan may also result in a change in the compensation amount. Compensation changes shall be based upon the Project Budget (**Exhibit B**) attached hereto. Any changes agreed to shall be

documented by duly executed amendments to this Agreement and to **Exhibit F**, State Grant Agreement.

SECTION IX TERMINATION

MPWMD may terminate this Agreement by written notice to Subgrantee at any time prior to completion of work described in **Exhibit A**, Work Plan, at the option of MPWMD, upon violation by the Subgrantee of any material provision after such violation has been called to the attention of the Subgrantee and after failure by the Subgrantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by MPWMD. In the event of such termination, the Subgrantee agrees, upon demand, to immediately repay to MPWMD an amount equal to the amount of grant funds disbursed to the Subgrantee prior to such termination, if such a demand is made by the State. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Subgrantee to the date of full repayment by the Subgrantee. In addition, Subgrantee agrees to pay all costs incurred by MPWMD to recover such funds.

SECTION X SUB-CONTRACTING

Subgrantee agrees that all provisions in the State Grant Agreement applying to Subgrantee shall also apply to its sub-contractors.

SECTION XI NONDISCRIMINATION AND FAIR EMPLOYMENT

During the performance of this Agreement, the Subgrantee and its contractors shall comply with the requirements in State Grant Agreement, **Exhibit F**.

SECTION XII DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: Subgrantee, its contractors or subcontractors shall certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace. Prior to commencement of work pursuant to this agreement, the Subgrantee, and all sub-subgrantees and subcontractors performing any portion of the work, shall complete and submit to MPWMD a Drug-Free Workplace Certification (**Exhibit E**).

SECTION XIII

INTEREST OF SUBGRANTEE

During the performance of this Agreement, the Subgrantee and its contractors shall comply with the requirements in State Grant Agreement, **Exhibit F**.

SECTION XIV CONTINGENT FEES

Subgrantee warrants that Subgrantee has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee to solicit or secure this Agreement, and that Subgrantee has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Subgrantee, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, MPWMD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XV DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within five (5) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than five (5) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within twenty (20) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XVI NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

MPWMD: Monterey Peninsula Water Management District
5 Harris Court, Building G
P. O. Box 85
Monterey, CA 93942-0085
Attention: Dave Stoldt, General Manager

SUBGRANTEE:

SECTION XVII
AMENDMENTS

This Agreement together with **Exhibits A through F** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVIII
ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Work Plan
- Exhibit B.** Project Schedule
- Exhibit C.** Project Budget
- Exhibit D.** Insurance Requirements
- Exhibit E.** Drug-Free Workplace Policy and Certification
- Exhibit F.** Grant Agreement between the State of California Department of Water Resources and the Monterey Peninsula Water Management District, Agreement Number <enter SAP number>4600009436, Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

BY: David Stoldt, General Manager

SUBGRANTEE

BY:

FEDERAL TAX IDENTIFICATION NUMBER _____

EXHIBIT A – Work Plan

See Exhibit A to State Grant Agreement No. <46000XXXXX>

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>



EXHIBIT B – Budget

See Exhibit B to State Grant Agreement No. <4600XXXXX>

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>



EXHIBIT C – Schedule

See Exhibit C to State Grant Agreement No. <46000XXXXX>

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>



EXHIBIT D

INSURANCE REQUIREMENTS

- I. Subgrantee shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. X Automobile Liability - "Any Auto - Symbol 1"
 - D. X Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. X Owners & Contractors Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$2,000,000. The procurement and maintenance by the Subgrantee of the policies required to be obtained and maintained by Subgrantee under this Agreement shall not relieve or satisfy Subgrantee's obligation to indemnify, defend and save harmless the District or the State, its officers, agents and employees.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District and the State, its officers, agents and employees shall be listed as a certificate holder on the Subgrantee's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 45-day prior written notice of cancellation.
- IV. The District requires that all Subgrantees carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. X Premises and Operations
 - 2. X Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. X Broad Form Blanket Contractual
 - 5. X Broad Form Property Damage
 - 6. X Personal Injury, A, B & C
 - 7. X Employees named as Persons Insured
 - 8. X Protective and/or Contingent Liability (O&CP)
 - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees" and the "State, its officers, agents and

employees.”

- C. This policy shall contain a severability of interest clause or similar language to the following:

“The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization.”

- D. All policies shall contain a provision that the insurance company shall give the District at least forty-five (45) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 45-day written notice must be shown on all certificates of insurance.
- E. Certificates of Insurance for the current policies shall be delivered by the Subgrantee to the Risk Manager for the District as verification that terms A, B, C and D have been met.

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

Monterey Peninsula Water Management District
Attn: Risk Manager
5 Harris Court, Building G
P.O. Box 85
Monterey, CA 93942-0085

- VI. All policies carried by the Subgrantee shall be primary coverage to any and all other policies that may be in force. The District shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
- VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.

DRUG-FREE WORKPLACE POLICY CERTIFICATION

The District is committed to maintaining a work environment free from the influence of alcohol and drugs in keeping with the spirit and intent of the Drug-Free Workplace Acts of 1988 and 1990. Illegal drugs in the workplace are a danger to all of us. They impair health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. The use of any controlled substances is inconsistent with the behavior expected of our employees, contractors and subcontractors. It subjects all employees, contractors, and subcontractors, as well as visitors to our facilities and work site, to unacceptable safety risks and undermines the District's ability to operate effectively and efficiently. In this connection, any location at which Monterey Peninsula Water Management District business is conducted, whether on District property or at any other site, is declared to be a drug-free workplace. This means that:

1. All employees, contractors, and subcontractors are absolutely prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in District business off our premises. Any employee violating the policy is subject to discipline, up to and including termination for first offense. Violation of this policy by contractors or subcontractors could result in termination of the contract for their services.
2. Should you be required to take any kind of prescription or nonprescription medication which could affect your job performance, you are required to report this to your supervisor. Your supervisor will determine if it necessary to temporarily place you on another work assignment or to take other action as appropriate.
3. Employees, contractors, and subcontractors have the right to know the dangers of drug abuse in the workplace, the Monterey Peninsula Water Management District's policy about it, and what help is available to combat drug problems.
4. We will provide educational material and conduct training for all employees on this subject. The District also recognizes that substance abuse is treatable and is willing to provide referral assistance to those who want to understand and correct their problem before it impairs their performance and jeopardizes their employment. One source of treatment for drug/alcohol dependency is provided to District employees through their coverage under the Blue Cross Employee Assistance Program.
5. Any employee, contractor, or subcontractor convicted of violating a criminal drug statute in this agency's workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five (5) days of its occurrence. Failure to do so will subject the employee to disciplinary action, up to and including immediate termination. Failure to do so by a contractor or subcontractor could result in termination of the contract for their services. By law, the District will notify the federal contracting officer within ten (10) days of receiving any notice of such a conviction.

6. The District reserves the right to offer employees convicted of violating a criminal drug statute in the workplace participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in the program as a condition of continued employment.

ALL EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS ARE ASKED TO ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE POLICY AND AGREE TO ABIDE BY IT IN ALL RESPECTS. BY LAW, THIS ACKNOWLEDGEMENT AND AGREEMENT ARE REQUIRED OF YOU AS A CONDITION OF CONTINUED EMPLOYMENT.

Signature of responsible party

Name and title of responsible party

Date signed

Project Information Form (PIF)

A. PROJECT INFORMATION

1. Project Title:
2. Project Sponsor(s):
3. Eligible Applicant Type:
4. IRWM Project Region(s):
5. Does the project provide benefits directly to a Disadvantaged Communities (DAC) and/or Economically Distressed Areas (EDA) (minimum 75% by population or geography)?
 Yes No If yes, please complete D.8 and/or D.9. Show on map if applicable.
6. Is the Project Sponsor a Tribe, or does the project provide benefits to a Tribe (minimum 75% by population or geography) as defined by Proposition 1?
 Yes No If yes, please complete D.10. Show on map if applicable.
7. Provide project map. Include location of project, project benefit and/or service area, and other applicable information.
8. Funding Category:
 DAC Implementation Project
 General Implementation Project
9. Project Type: Other:
- Select most applicable project type. See Section II.C. of the 2019 Guidelines for full description of eligible project types. If "Other" is selected, please write in the space provided the proposed project type.

B. SELECTED ELIGIBILITY REQUIREMENTS

1. Will the project be included in the IRWM Plan, that will be adopted prior to anticipated Agreement Execution?
 Yes No
2. Does the project address a critical need(s) and/or priority(ies) of the IRWM Region as identified in the IRWM Plan?
 Yes No If yes, complete part a:
a. What IRWM Plan goal(s)/objective(s) does the project address? Identify and explain.

Water Supply: The project maximizes the use of recycled water by providing advanced-treated wastewater to irrigation customers who currently water with potable supplies (WS-2). The project helps to meet existing supply needs of the Seaside Basin (WS-1) by providing some additional recharge and freeing up potable water supplies.

Water Quality: Additional net recharge will help protect and improve water quality in the Seaside Groundwater Basin, reducing the risk of seawater intrusion (WQ-3). Ocean water quality (WQ-2) is improved by capturing and treating agricultural and urban stormwater runoff that would otherwise enter Monterey Bay.

Climate Change: Recycled water is a reliable water source that will not be impacted by more frequent/intense droughts that are expected to result from a changing climate (CC-1). Producing recycled water from municipal wastewater and/or stormwater is less energy intensive than the water supply alternative of desalinating seawater or brackish groundwater, thus helping to conserve energy and decrease reliance on fossil fuels (CC-3).

Regional Communication and Cooperation: Among multiple local governments and agencies (RC-1) and stakeholders (RC-2), including the Seaside and Salinas Valley Basin groundwater management agencies (RC-4).

Project Information Form (PIF)

3. Does the project have an expected useful life consistent with Government Code §16727 (generally 15 years)? If not, explain why this requirement is not applicable.

Yes, the new water transmission pipe used for this capital improvement project has an anticipated useful lifetime of approximately 30-50 years.

4. Does the project address and/or adapt to the effects of climate change? Does the project address the climate change vulnerabilities assessed in the IRWM Plan?

Yes No If yes, please explain below.

According to California's Fourth Climate Change Assessment - Central Coast Region Report (2018) prepared by the California Energy Commission, the Governor's Office of Planning and Research, and the California Natural Resources Agency, along with many leading and many coordinating authors throughout the state, and additional references cited in the IRWMP, climate change will bring more intense wet and dry periods with more floods and more droughts. Warmer temperatures will lead to increased evaporation and plant demand. This project addresses climate change vulnerabilities because recycled water is a reliable water source for irrigation that is not impacted by drought. In addition, seawater intrusion into the Seaside Groundwater Basin will be exacerbated by rising sea levels, and the use of recycled water for irrigation helps offset this to some extent. Producing advanced-treated recycled water from freshwater sources (municipal wastewater and/or stormwater) is less energy intensive than the water supply alternative of desalinating seawater or brackish groundwater, thus helping to conserve energy and decrease reliance on greenhouse-gas-emitting carbon-based fossil fuels, which are the primary cause of climate change.

5. Does the project contribute to regional water self-reliance?

Yes No If yes, please explain below.

The project introduces a new reliable local source of water supply (recycled water) in a region where existing water supply is fully allocated. This additional and reliable source will help to protect existing resources and free up potable water supply, which is the current limitation for construction of additional and much needed housing in the region.

Project Information Form (PIF)

6. Does the project provide a benefit that meets at least one of the Statewide Priorities as defined in the 2019 IRWM Grant Program Guidelines?

Yes No If yes, please identify below.

2. Increase Regional Self-Reliance and Integrated Water Management Across All Levels of Government



7. Will CEQA be completed within 12 months of Final Award?

Yes
 NA, project is exempt under CEQA
 NA, not a project under CEQA
 NA, project benefits DAC/EDA/Tribe (minimum 75%), or a Tribe is a local project sponsor
 No

8. Will all permits necessary to begin construction be acquired within 12 months of Final Award?

Yes
 NA, project benefits DAC/EDA/Tribe (minimum 75%), or a Tribe is a local project sponsor
 No

Project Information Form (PIF)

C. WORK PLAN, BUDGET, and SCHEDULE SUMMARY

1. Project Description: Provide a brief project description summarizing major components, objectives, goals, and intended outcomes/benefits (quantitative and qualitative).

The proposed project involves the construction of approximately 3,000 linear feet of new recycled water distribution main in Coe Avenue in the City of Seaside. This new distribution line will allow for the delivery of recycled water from the existing Regional Urban Water Augmentation Plan (RUWAP) trunk main in General Jim Moore Boulevard to recycled water users located along the project alignment. Marina Coast Water District (MCWD) has identified Seaside Middle and High Schools, the Central Coast High School, Soper Park, the Seaside Highlands Homeowners Association, and Monterey Bay Military Housing as potential recycled water customers. These users currently irrigate athletic fields, parks, and common landscape areas with potable water provided by MCWD. When MCWD's recycled water program is fully implemented, irrigation customers with access to recycled water will be required to switch to a recycled source. MCWD estimates that switching Coe Avenue customers to recycled water would save approximately 200 acre-feet of potable water per year. MCWD's large service area spans former Fort Ord lands extending from the City of Marina to the Salinas Valley to areas overlying the Seaside Groundwater Basin. All of MCWD's potable supply is groundwater extracted from wells located in the Salinas Basin. By offsetting some demand with recycled water, there is a benefit to the Salinas Basin (until supply is re-allocated). There is also an enduring long-term benefit to the Seaside Basin, as a portion of water used for outdoor irrigation contributes to groundwater recharge, and irrigating with recycled water ensures that this benefit continues even during times of drought, when outdoor irrigation might otherwise be curtailed as a conservation measure. Benefits also accrue to the people of the community (parts of which are classified as Economically Distressed Areas), who will continue to enjoy the psychological and health benefits of outdoor recreation at green parks and schools, even during drought. Additionally, offsetting some current potable water use will allow the land use jurisdiction (City of Seaside) to make additional water allocations within MCWD's service area. Some of this will undoubtedly be for new development that has its own outdoor irrigation component, compounding aquifer recharge benefits.

2. Budget: Provide cost estimates for each Budget Category listed in the table below. (Required for Pre-Application Material Submittal; not required for Final Application Submittal)

Table 1 - Project Budget					
Category		(a)	(b)	(c)	(d)
		Cost Share: Non-State Fund Source	Requested Grant Amount	Other Cost Share (including other State Sources)	Total Cost
(a)	Project Administration	\$14,624	\$0	\$0	\$14,624
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$49,333	\$0	\$0	\$49,333
(d)	Construction/Implementation	\$314,912	\$285,000	\$0	\$599,912
(e)	Grand Total (Sum rows (a) through (d) for each)	\$378,869	\$285,000	\$0	\$663,869

Note: Provide information or other documentation to support the cost estimate in a separate attachment. Identify the source of all cost share and other funds. If other funds are not used, describe efforts to obtain other funding and/or why other funding sources were not used.

A detailed engineer's cost estimate is provided with Attachment 6. Non-State Fund Sources include the Marina Coast Water District (MCWD) general Capital Improvement budget and reimbursements to MCWD from the Fort Ord Reuse Authority. The majority of these expenses have already been incurred, and MCWD is neither seeking reimbursement for these expenses, nor are we counting these toward our match for the Requested Grant Amount. Other Cost Share Fund Sources will be provided by an existing State Revolving Fund loan already secured by MCWD (Agreement No. D17-01045 for Project No. C-06-8184-120). This money will be the source for our match for the Requested Grant Amount.

Project Information Form (PIF)

3. Cost Share Waiver Requested (DAC or EDA)? Yes No If yes, continue below:

Cost Share Waiver Justification: Describe what percentage of the proposed project area encompasses a DAC/EDA, how the community meets the definition of a DAC/EDA, and the need of the DAC/EDA that the project addresses. In order to receive a cost share waiver, the applicant must demonstrate that the project will provide benefits (minimum 25% by population or geography) that address a need of a DAC and/or EDA.

N/A

4. Schedule: Include reasonable estimates of the start and end dates for each Budget Category listed in Table 1 - Project Budget. (Required for Pre-Application Material Submittal; not required for Final Application Submittal)

Table 2 - Project Schedule		
Category	(a) Start Date	(b) End Date
(a) Direct Project Administration	7/1/2018	12/31/2020
(b) Land Purchase/Easement	NA	NA
(c) Planning/Design/Engineering/Environmental Documentation	7/1/2018	3/31/2020
(d) Construction/Implementation	10/12/2019	9/30/2020

Project Information Form (PIF)

D. OTHER PROJECT INFORMATION

1. Provide a narrative for project justification. If applicable, include references to supporting documentation such as models, studies, engineering reports, etc. Include any other information that supports the justification for this project, including how the project can achieve the claimed level of benefits.

Based on landscape area and current water usage, MCWD expects to see the following levels of benefit from each of the identified future recycled water customers who would be served by the Coe Avenue Recycled Water Distribution Pipeline:

--Soper Park (City of Seaside): 12.8 acre-feet per year (AFY)

--Seaside Middle School: 86.7 AFY

--Seaside Highlands Homeowners Association: 75.9 AFY

--Monterey Bay Military Housing: 22.5 AFY

--TOTAL: 197.9 AFY

In total, approximately 200 AFY of potable water use will be offset by recycled water. This offset constitutes a direct benefit to the Salinas Basin, from which 200 fewer AFY of groundwater will be extracted to provide this supply. The Seaside Basin accrues an indirect groundwater recharge benefit, as any water that is not consumed by plants or lost to evaporation will percolate into the underlying aquifer.

Project Information Form (PIF)

2. Project Benefits Table:

Table 3 - Project Benefits		
Anticipated Useful Life of Project (years):		30-50 years
Primary (Required)		
Type of Benefit Claimed:	Water Supply Reliability ▼	Benefit Units*: AFY ▼
Secondary (Optional)		
Type of Benefit Claimed:	Other ▼	Benefit Units*: Other ▼
Physical Benefits (At project completion or lifetime, as appropriate)		
(a)	(b)	(c)
Benefit	Added Physical Benefit Description	Quantitative Benefit
Primary	Reliable, recycled water supply	200 AFY
Secondary	Less energy intensive to produce than desal, the next available water source	3,400 kWh/AF, or 680 MWh/year
Qualitative Benefits (For Decision Support Tools, please describe non-physical benefits.)		
<p>Qualitative benefits of the project include the ability to keep parks and fields green year-round, including during times of drought. Green spaces for exercise and recreation have been proven to benefit the well-being of communities. This is particularly important in communities where some fraction of the population is economically disadvantaged and depends on public resources to provide these amenities.</p> <p>The inter-regional, inter-agency nature of the overall RUWAP project represents a bright spot for an area of California that has historically experienced legal struggles with water supply, and where the issue remains extremely contentious. In a qualitative sense, successful projects that foster collaboration (rather than lawsuits) should help foster an environment that leads to more such projects in the future.</p>		
Comments: [Include narrative on additional benefits, as warranted.]		
<p>Additional Physical Benefits:</p> <p>Groundwater recharge to the Seaside Basin: Most of the recycled water applied to parks and fields for landscape irrigation is, by design, absorbed and transpired by plants, but the fraction of water that infiltrates beyond the root zone helps contribute to groundwater recharge in the Seaside Groundwater Basin. Because recycled water application is not limited by conservation curtailments during dry periods, over time the use of recycled water for irrigation will contribute to more net groundwater recharge than irrigation with potable sources.</p> <p>Water quality: The project provides an indirect physical benefit of improving ocean water quality, as one source of the advanced-treated wastewater is agricultural and urban stormwater runoff that would otherwise enter Monterey Bay via the Salinas River and Elkhorn Slough. Treating and beneficially reusing this polluted source water on land helps to minimize pollutants in stormwater discharge.</p>		

* DWR may require applicant to convert or modify Benefit Claimed and/or Benefit Units. Where applicable, select one of the following units that corresponds to the benefit claimed:

- For water supply produced, saved, or recycled, enter acre-feet per year (AFY)
- For water quality, enter constituent concentration reduced in mg/L
- For flood damage reduction, enter inundated acres reduced in acres
- For habitat improved, restored or protected, enter habitat restored in acres
- For fishery benefits, enter increased fishery flow rate in cubic feet per second (cfs)
- For species protection, enter number of species benefited

Project Information Form (PIF)

3. Does the proposed project provide benefits to multiple IRWM regions [or funding areas]? If the project is located in another funding area, please provide the information requested in the 2019 Guidelines, Section 1.A.

Yes No If yes, provide a description of the benefits to the various regions.

The Coe Avenue project is located entirely within Monterey Peninsula, Carmel Bay, and South Monterey Bay IRWM funding area, but MCWD's District boundary spans both this region and the Greater Monterey region. Because MCWD's groundwater supply wells are located in the Salinas Valley, the project's initial benefit of reduced groundwater pumping (due to offsets by recycled water use) will accrue to the Greater Monterey region. In the medium to long term, this benefit may eventually change to water supply if/when potable supplies are re-allocated to future potable water users in the former Fort Ord area.

4. Provide a narrative on cost considerations. For example, were other alternatives to achieve the same types and amounts of physical benefits as the proposed project evaluated? Provide a justification as to why the project was selected (e.g., if the proposed project is not the lowest cost alternative, why is it the preferred alternative? Are there any other advantages that the proposed project provides from a cost perspective?)

Building physical water distribution infrastructure is a large capital investment. With a limited supply of recycled water to allocate, MCWD analyzed the District's geography to identify locations for recycled water distribution mains that would maximize the return on investment. Project costs were minimized by identifying potential users located shorter distances from the existing RUWAP trunk main, and future project revenue will be maximized by identifying clusters of high-use recycled water users that can be served off of a single distribution main. Coe Avenue was selected as one of several potential distribution main alignments that meets both of these criteria.

5. a. Does the project address a contaminant listed in AB 1249?

Yes No If yes, complete parts b and c:

- b. Describe how the project helps address the contamination.

N/A

- c. Does the project provide safe drinking water to a small disadvantaged community?

Yes No If yes, provide an explanation on how the project benefits a small disadvantaged community as defined in the 2019 IRWM Guidelines.

N/A

Project Information Form (PIF)

6. Does the project provide safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes (consistent with AB 685) to meet a specific need(s) of a community?

Yes No If yes, please describe.

N/A

7. Does the project employ new or innovative technologies or practices, including decision support tools that support the integration of multiple jurisdictions, including, but not limited to, water supply, flood control, land use, and sanitation?

Yes No If yes, please describe.

The project takes advantage of advanced wastewater treatment technology that treats municipal wastewater and runoff to a level that is chemically (although not legally) suitable for direct potable reuse. As a result, the Coe Avenue distribution line will provide recycled water of the highest and safest quality.

8. If the project provides benefits (75% by population or geography) to a DAC, explain the need of the DAC and how the project will address the described need. Explain how the area/community meets the definition of a DAC.

Although the project's primary service area is not categorized as a DAC, it is worth noting that large portions of the City of Seaside (tracts 06053013700, 06053013600, and 06053013500) are classified as either disadvantaged or severely disadvantaged, and children of families residing in these tracts attend the schools that would benefit from receiving recycled water. Eighty percent of students attending Seaside Middle School are classified as low-income, as are 70% of students at Seaside High School.

Project Information Form (PIF)

9. If the project provides benefits (75% by population or geography) to an EDA, explain the need of the EDA and how the project will address the described need. Explain how the area/community meets the definition of an EDA.

Similar to the response above, the project's primary service area is not classified as an Economically Distressed Area (EDA), however nearby census tracts meet the definition of an EDA of having low population, less than 85% median household income, and an unemployment rate at least 2% higher than the statewide average (water.ca.gov GIS, EDA mapping tool). Children of families residing in these tracts attend the schools that would benefit from receiving recycled water.

10. If the project provides benefits (75% by population or geography) to a Tribe or a Tribe is the sponsor of the project, explain the need of the Tribe and how the project will address the described need.

N/A

11. Does the project sponsor have legal access rights, easements, or other access capabilities to the property to implement the project?

- Yes If yes, please describe.
 NA If NA, please describe why physical access to a property is not needed.
 No If no, please provide a clear and concise narrative with a schedule to obtain necessary access.

All improvements will be located within a public street right-of-way.

Project Information Form (PIF)

E. ENVIRONMENTAL

1. Please fill out the CEQA Timeline Table below, if applicable:

Table 4 - CEQA Timeline		
CEQA STEP	COMPLETE? (y/n)	ESTIMATED DATE TO COMPLETE
Initial Study	N/A	
Notice of Preparation	N/A	
Draft EIR/MND/ND	N/A	
Public Review	N/A	
Final EIR/MND/ND	N/A	
Adoption of Final EIR/MND/ND	N/A	
Notice of Determination	N/A	

a. If additional explanation or justification of the timeline is needed, please describe below (optional).

This project is categorically exempt from CEQA permitting, as it consists of < 1 mile of new pipeline construction beneath an existing paved public right-of-way (CEQA Section 21080.21 and 14 CCR 15282[k]).

2. Permit Acquisition Plan:

List all permits needed to complete the project. If the project does not provide benefits to a DAC, EDA, or Tribe (min 75%), all permits needed to begin construction must be acquired within 12 months of Final Award.

No.	Type of Permit	Permitting Agency	Date Acquired or Anticipated
1.	Notice of Exemption	CEQA	3/31/2020
2.	Encroachment Permit	City of Seaside	3/31/2020
3.			
4.			
5.			
6.			
n.			

For each permit not yet acquired, describe the following:

No.	a. Actions taken to date (include dates of any key meetings, consultations, submittals, etc.)	b. Any issues or obstacles that may delay acquisition of permit
1.	None	None anticipated
2.	None	None anticipated
3.		
4.		
5.		
n.		

Project Information Form (PIF)

3. Permitting Checklist: This checklist is provided as a courtesy for documentation purposes. Not all permits which may apply are listed. (Required for Pre-Application Material Submittal; not required for Final Application Submittal)

- a. Does the project involve any activities that may affect federally or state listed threatened or endangered species or their critical habitat that are known, or have a potential, to occur on-site, in the surrounding area, or in the service area? (i.e. Federal Endangered Species Act Section 7 Consultation and Incidental Take Authorization and Section 10 Incidental Take Permit, California Endangered Species Act Permit, and/or ESA & CESA Consistency Determination)

Yes No

If yes, please explain:

N/A

- b. Would the proposed project work in, over, or under navigable waters of the US or discharge dredged or fill material in waters of the US? (i.e. Rivers & Harbors Act Section 10 Permit and/or Clean Water Act Section 404 Permit)

Yes No

If yes, please explain:

N/A

- c. Will the proposed project have the potential to affect historical, archaeological, or cultural resources? (i.e. National Historic Preservation Act and/or State Historic Preservation Officer Consultation)

Yes No

If yes, please explain:

N/A

- d. Will the proposed project discharge into a water of the US? (i.e. Clean Water Act Section 401 and/or 404 Permit)

Yes No

If yes, please explain:

N/A

Project Information Form (PIF)

e. Will the proposed project divert the natural flow of a river, stream, or lake? (i.e. Lake or Streambed Alteration Agreement)

Yes No If yes, please explain:

N/A

f. Will the proposed project change the bed, channel, or bank of a river, stream, or lake? (i.e. Lake or Streambed Alteration Agreement)

Yes No If yes, please explain:

N/A

g. Will the proposed project use any material from the bed, channel, or bank of a river, stream, or lake? (i.e. Lake or Streambed Alteration Agreement)

Yes No If yes, please explain:

N/A

h. Will the proposed project deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it can pass into a river, stream, or lake? (i.e. Lake or Streambed Alteration Agreement)

Yes No If yes, please explain:

N/A

i. For water supply projects, do you need to obtain a water right? (Water Rights Permit)

Yes No If yes, please explain:

N/A

Project Information Form (PIF)

j. Is the proposed project within the defined coastal zone? (Coastal Development Permit)

Yes No If yes, please explain:

N/A

Marina Coast Water District
Agenda Transmittal

Agenda Item: 5-B

Meeting Date: August 27, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-40 to Approve the District Five-Year Capital Improvements Program Budget

Staff Recommendation: The Board of Directors is requested to consider adopting Resolution No. 2020-40 approving the District Five-Year Capital Improvements Program (CIP) Budget.

Background: *Strategic Plan, Goal No. 2 – To provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

Each year, the District follows a budget development process for Board approval of the annual budget. Annual update of the District's one-year and five-year CIP program follows the same schedule. The draft five-year CIP for Fiscal Year (FY) 2020-2021 was presented to the Board for review and direction on April 20, 2020. The (FY) 2020-2021 CIP budget was adopted on June 15, 2020.

Discussion/Analysis: The Draft Five-Year CIP was presented to the Board for approval on June 15, 2020. The item was tabled to the July 20, 2020 Board Meeting with direction given to staff to provide additional information on the Beach Road Pipeline and the South Boundary Road Pipeline projects.

The Beach Road Pipeline project, MW-0111, involves construction of a new 12-inch parallel potable water pipeline in Beach Road from De Forest Road to Marina Drive. This 2,748-foot pipeline is needed to mitigate existing residential and commercial fire flow deficiencies in Central Marina as recommended in the District's 2007 and 2020 Water Master Plans.

Total bid for the project is approximately \$925,000. However, the budgeted amount for that project is \$494,815. In addition, the Landmark Trees interfere with the proposed alignment increasing the cost of the project approximately \$200,000 for a total of \$1,125,000. Staff will bring a recommendation to amend the CIP to the Board once we determine a new route and cost.

The South Boundary Road Pipeline, OW-0202, is for construction of a new 16-inch potable water pipeline in South Boundary Road. This 7,600-foot pipeline will serve development for the City of Del Rey Oaks north of the road and the City of Monterey south of the road. The Fort Ord Reuse Authority's (FORA) capital improvement program for fiscal years 2018/2019 and 2019/20 included the road improvements. FORA deposited \$8,844,545 into escrow accounts to be transferred to Del Rey Oaks as the new lead agency prior to termination of FORA. The City has 10 years to complete the roadway improvements. Any funds remaining unexpended will be distributed to the City, County of Monterey and the cities of Marina, Monterey and Seaside.

Three alternatives were identified for the timing and construction of the water main. The first alternative is to install the water main with the road improvements. This would save the cost of pavement restoration. However, the water main would remain idle until development occurs.

The other two options would involve constructing the water main sometime after the roadway is completed either in the roadway (Alternative 2) or in the bike path (Alternative 3) when development occurs. The drawback is that it would involve the added cost of paving restoration.

Whitson Engineers prepared construction cost estimates for the three options as follows:

Alternative	Estimated Cost
1- With Road Construction	\$2,591,000
2 – After Road Construction, In Road	\$3,459,000
3 – After Road Construction, In Bike Path	\$3,515,000

The FY 2020-2021 Capital Improvement Project Budget for South Boundary Road is \$2,660,000.

The attached Five-Year CIP project list includes both projects along with the projects in progress in FY 2019-2020 and Master Plan projects required in future years. Projects needed in the next five years are shown with funding in the proposed FY, and the remaining projects are shown in “Out Years” (beyond FY 2024-2025). The Category column in the table indicates the project addresses an existing deficiency (E), a single development project (S), or multiple development projects (M). Most of the projects needed address existing deficiencies (aging equipment requiring replacement, service mains which have failed in recent years, and water storage tanks).

Environmental Review Compliance: None.

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

Materials Included for Information/Consideration: Resolution No. 2020-40; Memo from Whitson Engineers regarding South Boundary Road; and, Draft Five-Year Capital Improvement Program dated June 3, 2020.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 27, 2020

Resolution No. 2020-40
Resolution of the Board of Directors
Marina Coast Water District
Approving the District Five-Year Capital Improvements Program Budget
for the Central Marina and Ord Community Service Areas

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a special meeting duly called and held on August 27, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the draft FY 2020-2021 Budget, which includes projected revenues, expenditures and capital improvement projects for Central Marina and the Ord Community Water, Recycled Water and Wastewater systems, was approved on June 15, 2020; and,

WHEREAS, the Five-Year Capital Improvement Projects Budget for the Central Marina and Ord Community provides for funds necessary to meet capital expenses for sound operation and provision of the water, recycled water and wastewater facilities and to enable the District to provide continued water, recycled water and sewer services within the existing service areas in Central Marina and in the Ord Community; and,

WHEREAS, based upon staff’s recommendations, the Board has determined that the Five-Year Capital Improvement Projects Budget should be adopted.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Marina Coast Water District does hereby approve and adopt the Five-Year Capital Improvement Projects budget for Central Marina and the Ord Community.

PASSED AND ADOPTED on August 27, 2020, 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-40 adopted August 27, 2020.

Keith Van Der Maaten, Secretary

MEMORANDUM

DATE: March 11, 2020

TO: Don Wilcox – Marina Coast Water District

FROM: Andrew Hunter

Cc:

SUBJECT: South Boundary Road Water Main Extension
Construction Timing Evaluation

This memorandum summarizes a study of 3 alignment and timing alternatives for a proposed 16-inch potable water pipeline extension along South Boundary Road in the Cities of Del Rey Oaks and Monterey. The water main is listed as project O-P27 in the District's Water Master Plan and Capital Improvement Program and is included to support future redevelopment along the roadway corridor. Plans for the reconstruction of South Boundary Road are being developed at this time and the Cities of Del Rey Oaks and Monterey are exploring options for the redevelopment of the parcels along the roadway. The alternatives listed below are intended to help the District decide whether the water main extension should proceed with the roadway construction, or at a later date. We have also provided Preliminary Estimates of Probable Costs and Typical Cross sections of the pipeline alignments.

Alternative #1

The water main alignment would be within a vehicle lane and would be constructed along with the new roadway. Construction efficiencies include:

- Traffic control included with roadway project
- Erosion control included with roadway project
- Pre-Construction Biological Surveys included with roadway project
- MEC Support included with roadway project
- No demolition or repair of existing asphalt needed

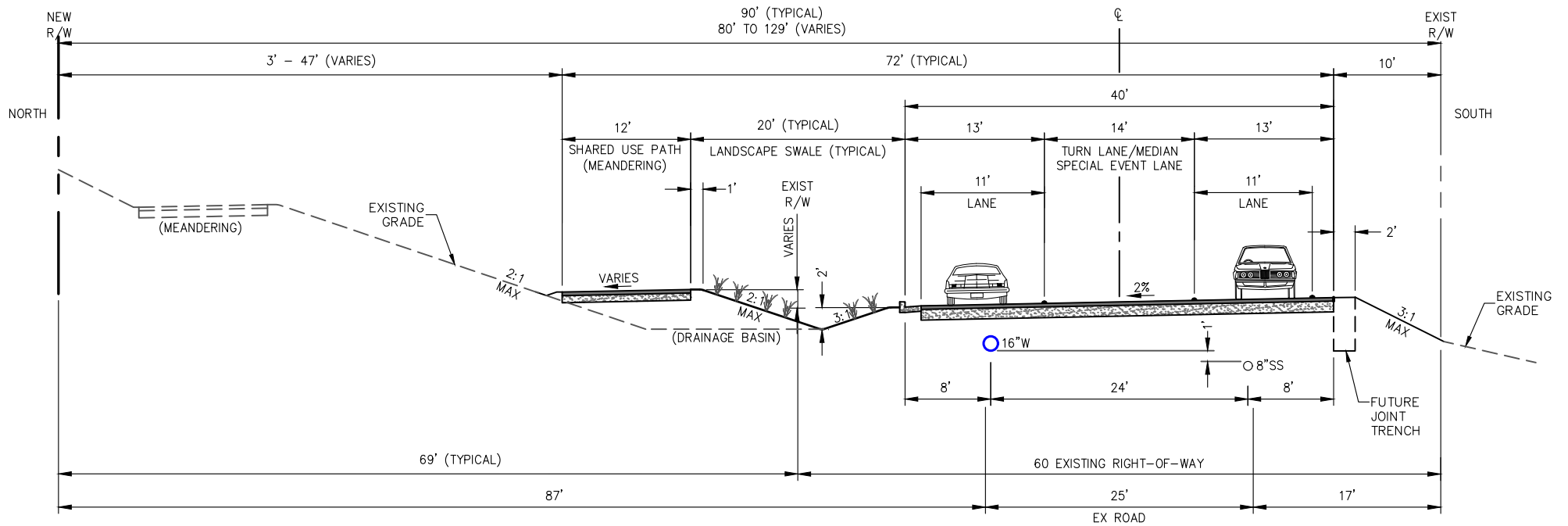
These construction efficiencies lead to the most cost-effective alternative.

Alternative #2

The water main alignment would be the same as Alternative 1, however construction would be at a later date, after the roadway improvements are completed. The construction efficiencies available with Alternative 1 would not apply so construction costs would be higher.

Alternative #3

The water main alignment would be within the 12-foot shared-use path and construction would be at a later date, after the roadway improvements are completed. The construction efficiencies available with Alternative 1 would not apply so construction costs would be higher. There would be less traffic control, demolition, and asphalt repair than Alternative 2 (roadway vs shared-use path), however the alignment would be in a non-traditional location and would include more horizontal deflections, construction access will be constrained, and service laterals to adjoining property would need to be bored under South Boundary Road. The anticipated project costs for Alternative 2 and Alternative 3 are similar.



SOUTH BOUNDARY ROAD

DEL REY OAKS / MONTEREY

CALIFORNIA

WATER MAIN IN LANE, CONSTRUCTED WITH 2020 ROADWAY PROJECT

DRAWING PATH: C:\Temp\AutoCAD\AcPublish_14656\XB-WATER-MAIN_SECTIONS.dwg

DATE: 10/16/19

SCALE:

DRAWN: RR

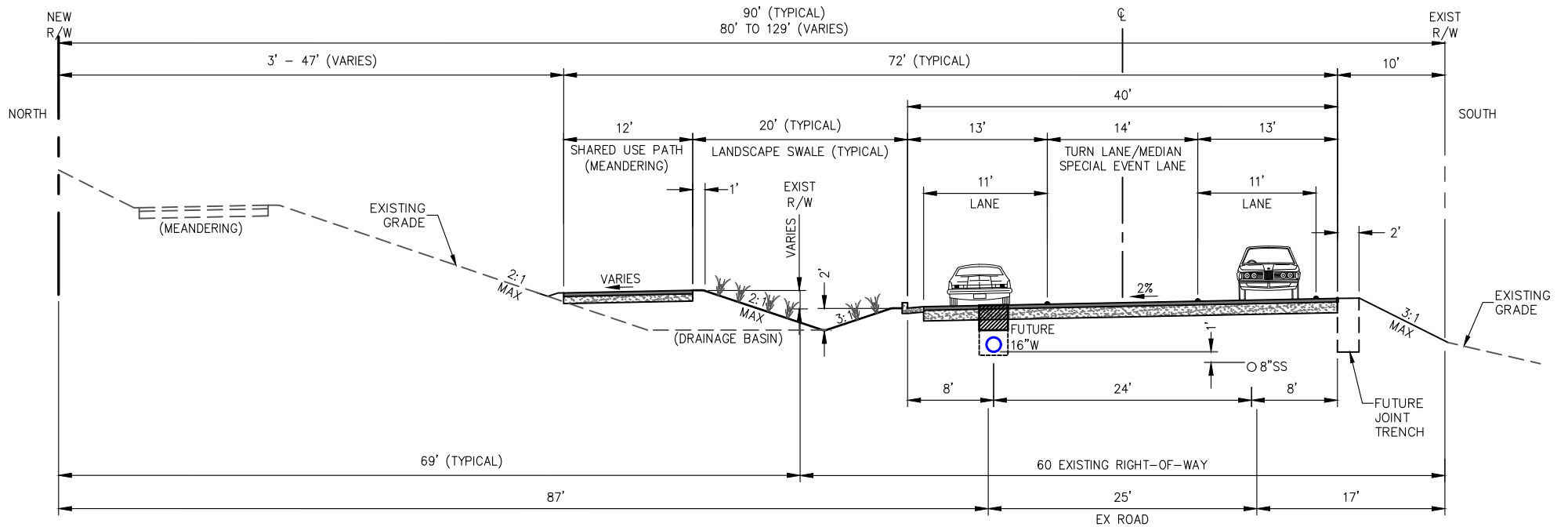
CHECKED: AH

PROJECT No.: 3685.07

SHEET

ALT 1

OF 3



SOUTH BOUNDARY ROAD

DEL REY OAKS / MONTEREY

CALIFORNIA

DATE: 10/16/19

SHEET

SCALE:

DRAWN: RR

CHECKED: AH

PROJECT No.: 3685.07

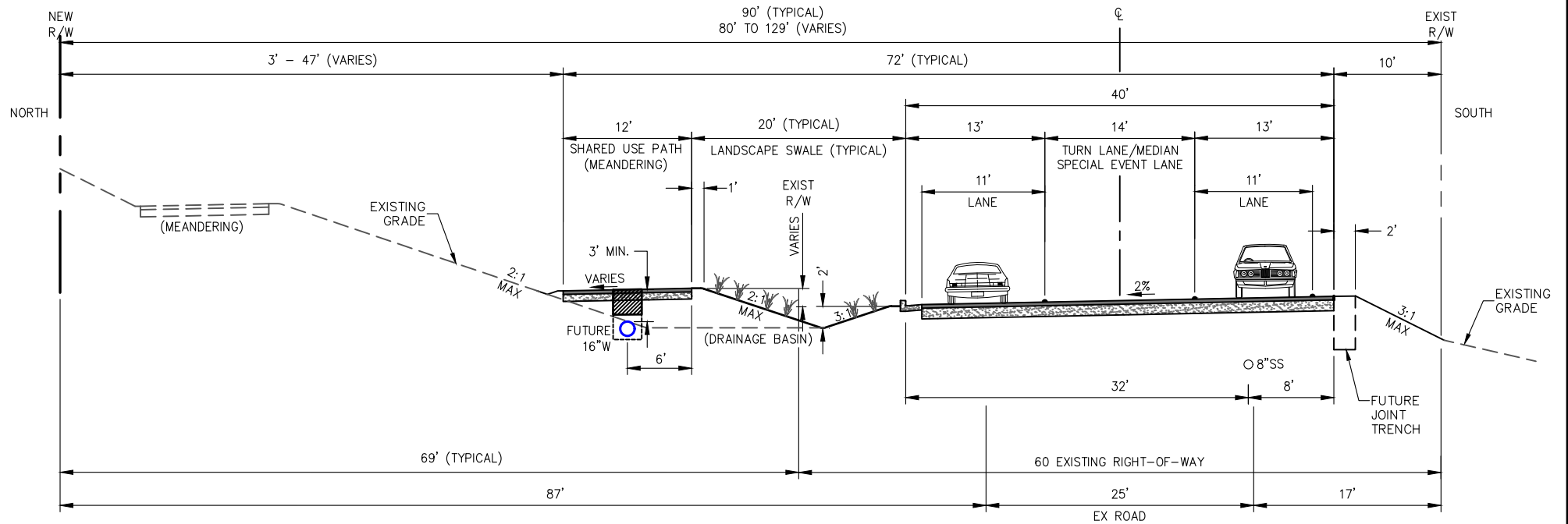
ALT 2

OF 3

WATER MAIN IN LANE, CONSTRUCTED AFTER ROADWAY PROJECT

DRAWING PATH: C:\Temp\AutoCAD\AcPublish_14656\XB-WATER-MAIN_SECTIONS.dwg





SOUTH BOUNDARY ROAD

DEL REY OAKS / MONTEREY

CALIFORNIA

WATER MAIN IN SHARED USE PATH CONSTRUCTED AFTER ROADWAY PROJECT

DRAWING PATH: C:\Temp\AutoCAD\AcPublish_14656\XB-WATER-MAIN_SECTIONS.dwg

DATE: 10/16/19

SCALE:

DRAWN: RR

CHECKED: AH

PROJECT No.: 3685.07

SHEET

ALT 3

OF 3



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

March 11, 2020

Job No.: 3685.07

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SUMMARY

PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

SOUTH BOUNDARY ROAD

WATER MAIN EXTENSION (7,700 LF)

MARINA COAST WATER DISTRICT

Del Rey Oaks & Monterey, California

Description	Cost	Cost / LF
ALTERNATIVE #1 TOTAL PROJECT COST <i>(rounded to the nearest \$1,000)</i>	\$ 2,591,000	\$ 338
ALTERNATIVE #2 TOTAL PROJECT COST <i>(rounded to the nearest \$1,000)</i>	\$ 3,459,000	\$ 451
ALTERNATIVE #3 TOTAL PROJECT COST <i>(rounded to the nearest \$1,000)</i>	\$ 3,515,000	\$ 456



March 11, 2020

Job No.: 3685.07

ALTERNATIVE #1
SOUTH BOUNDARY ROAD
PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
WATER MAIN EXTENSION (7,670 LF)
MARINA COAST WATER DISTRICT
 Del Rey Oaks & Monterey, California

Item Description	Quantity	Unit	Unit Price	Amount
CONSTRUCTION CONTRACT				
General				
1 Mobilization/Demobilization	1	LS	\$ 100,000.00	\$ 100,000
2 Construction Staking	1	LS	\$ 15,000.00	\$ 15,000
Sub-Total General				\$ 115,000
Water Main Construction				
1 16-Inch Ductile Iron Pipe, Incl. All Valves, Fittings and Restraints	7,670	LF	\$ 250.00	\$ 1,917,500
2 Connect to Existing 24" Water Main in General Jim Moore Blvd. Including All Valves and Fittings.	1	LS	\$ 15,000.00	\$ 15,000
3 8" PVC Water Service Lateral (Long Side)	7	EA	\$ 4,400.00	\$ 30,800
4 8" PVC Water Service Lateral (Short Side)	6	EA	\$ 3,700.00	\$ 22,200
Sub-Total Water Main Construction				\$ 1,985,500
SUPPORT COSTS				
1 Design	1	LS	\$ 58,000.00	\$ 58,000
2 Construction Administration	1	LS	\$ 12,500.00	\$ 12,500
Sub-Total Support Costs				\$ 70,500
Sub-Total Construction Contract				\$ 2,100,500
20% CONTINGENCY				\$ 420,100
Total Construction Contract				\$ 2,520,600
Total Support Cost				\$ 70,500
TOTAL PROJECT COST (rounded to the nearest \$1,000)				\$ 2,591,000

Notes:

1. Long side lateral is estimated to be 44' long and would be capped for a future development connection.
2. Short side lateral is estimated to be 37' long and would be capped for a future development connection.
3. Does not include paving because work is done concurrently with roadway project.
4. Mobilization / Demobilization estimated at 5% of construction cost.



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

March 11, 2020

Job No.: 3685.07

ALTERNATIVE #2
SOUTH BOUNDARY ROAD
PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
WATER MAIN EXTENSION (7,670 LF)
MARINA COAST WATER DISTRICT
 Del Rey Oaks & Monterey, California

Item Description	Quantity	Unit	Unit Price	Amount
CONSTRUCTION CONTRACT				
General				
1 Mobilization/Demobilization	1	LS	\$ 100,000.00	\$ 100,000
2 Traffic Control	1	LS	\$ 100,000.00	\$ 100,000
3 Construction Staking	1	LS	\$ 15,000.00	\$ 15,000
4 Temporary Water Pollution Control	1	LS	\$ 20,000.00	\$ 20,000
Sub-Total General				\$ 235,000
Demo & Grading				
1 Sawcut AC Pavement	15,340	LF	\$ 0.50	\$ 7,670
2 Remove AC Pavement	640	Ton	\$ 20.00	\$ 12,800
Sub-Total Demo & Grading				\$ 20,470
Water Main				
1 16-Inch Ductile Iron Pipe, Incl. All Valves, Fittings and Restraints	7,670	LF	\$ 250.00	\$ 1,917,500
2 Connect to Existing 24" Water Main in General Jim Moore Blvd. Including All Valves and Fittings.	1	LS	\$ 15,000.00	\$ 15,000
3 8" PVC Water Service Lateral (Long Side Service Borings)	7	EA	\$ 13,200.00	\$ 92,400
4 8" PVC Water Service Lateral (Short Side Service Borings)	6	EA	\$ 11,100.00	\$ 66,600
Sub-Total Water Main				\$ 2,091,500
Road Repair				
1 Class II Aggregate Base (12" Thick)	760	CY	\$ 80.00	\$ 60,800
2 Hot Mix Asphalt (Type A)(5" Thick)	640	Ton	\$ 160.00	\$ 102,400
Sub-Total Road Repair				\$ 163,200
SUPPORT COSTS				
1 Design	1	LS	\$ 87,000.00	\$ 87,000
2 CEQA Determination (assume Categorical Exemption)	1	LS	\$ 5,000.00	\$ 5,000
3 Construction Management	1	LS	\$ 125,000.00	\$ 125,000
4 Pre-Construction Biological Surveys & Worker Education	1	LS	\$ 10,000.00	\$ 10,000
5 MEC Support	40	Days	\$ 5,500.00	\$ 220,000
Sub-Total Support Costs				\$ 447,000

Sub-Total Construction Contract	\$	2,510,170
20% CONTINGENCY	\$	502,034
Total Construction Contract	\$	3,012,204
Total Support Cost	\$	447,000
TOTAL PROJECT COST <i>(rounded to the nearest \$1,000)</i>	\$	3,459,000

Notes:

1. Long side lateral is estimated to be 44' long and would be capped for a future development connection.
2. Short side lateral is estimated to be 37' long and would be capped for a future development connection.
3. Mobilization / Demobilization estimated at 5% of construction cost.
4. Annual Escalation is not Included



March 11, 2020

Job No.: 3685.07

ALTERNATIVE #3
SOUTH BOUNDARY ROAD
PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
WATER MAIN EXTENSION (7,700 LF)
MARINA COAST WATER DISTRICT
 Del Rey Oaks & Monterey, California

Item Description	Quantity	Unit	Unit Price	Amount
CONSTRUCTION CONTRACT				
General				
1 Mobilization/Demobilization	1	LS	\$ 100,000.00	\$ 100,000
2 Traffic Control	1	LS	\$ 50,000.00	\$ 50,000
3 Construction Staking	1	LS	\$ 15,000.00	\$ 15,000
4 Temporary Water Pollution Control	1	LS	\$ 20,000.00	\$ 20,000
Sub-Total General				\$ 185,000
Demo & Grading				
1 Sawcut AC Pavement	15,400	LF	\$ 0.50	\$ 7,700
2 Remove AC Pavement	320	Ton	\$ 20.00	\$ 6,400
Sub-Total Demo & Grading				\$ 14,100
Water Main				
1 16-Inch Ductile Iron Pipe, Incl. All Valves, Fittings and Restraints	7,700	LF	\$ 250.00	\$ 1,925,000
2 Budget for Extra Water Main Horizontal Fittings Due to Non-Linear Pipe	7,700	LF	\$ 20.00	\$ 154,000
3 Connect to Existing 24" Water Main in General Jim Moore Blvd. Including All Valves and Fittings.	1	LS	\$ 15,000.00	\$ 15,000
4 8" PVC Water Service Lateral (Long Side Service Borings)	7	EA	\$ 21,000.00	\$ 147,000
5 8" PVC Water Service Lateral (Short Side)	6	EA	\$ 1,000.00	\$ 6,000
Sub-Total Water Main				\$ 2,247,000
Road Repair				
1 Class II Aggregate Base (6" Thick)	380	CY	\$ 80.00	\$ 30,400
2 Hot Mix Asphalt (Type A) (2.5" Thick)	320	Ton	\$ 160.00	\$ 51,200
3 Construction Access Constraint Contingency	1	LS	\$ 25,000.00	\$ 25,000
Sub-Total Road Repair				\$ 106,600

SUPPORT COSTS

1	Design	1	LS	\$	87,000.00	\$	87,000
2	CEQA Determination (<i>assume Categorical Exemption</i>)	1	LS	\$	5,000.00	\$	5,000
3	Construction Management	1	LS	\$	130,000.00	\$	130,000
4	Pre-Construction Biological Surveys & Worker Education	1	LS	\$	10,000.00	\$	10,000
5	MEC Support	40	Days	\$	5,500.00	\$	220,000
<hr/>							
Sub-Total Support Costs							
\$ 452,000							

Sub-Total Construction Contract \$ 2,552,700

20% CONTINGENCY \$ 510,540

Total Construction Contract \$ 3,063,240

Total Support Cost \$ 452,000

TOTAL PROJECT COST (*rounded to the nearest \$1,000*) \$ 3,515,000

Notes:

1. Long side lateral is estimated to be 70' long and would be capped for a future development connection.
2. Short side lateral is estimated to be 10' long and would be capped for a future development connection.
3. Mobilization / Demobilization estimated at 5% of construction cost.
4. Annual Escalation is not included

Marina Coast Water District
DRAFT Five-Year CIP

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
Marina Water										
MW-0111 (W2)	Beach Road Pipeline	\$20,000	\$454,815	\$0	\$0	\$0	\$0	\$0	\$474,815	E
MW-0302(W1)	Crescent Ave Connector to Reservoir 2	\$10,000	\$196,000	\$0	\$0	\$0	\$0	\$0	\$206,000	E
MW-0304(W3)	Marina Sta. (Armstrong Ranch) Development	\$0	\$0	\$0	\$0	\$0	\$0	\$2,997,000	\$2,997,000	S
MW-W4	California Avenue Pipeline	\$0	\$0	\$0	\$0	\$0	\$584,000	\$0	\$584,000	M
MW-W5	Lynscott Drive Pipeline Replacement	\$0	\$0	\$0	\$0	\$0	\$684,000	\$0	\$684,000	S
	Subtotal	\$30,000	\$650,815	\$0	\$0	\$0	\$1,268,000	\$2,997,000	\$4,945,815	
Marina Sewer										
MS-0143 (S13)	Replace Lift Station No. 6 (Crescent)	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	E
MS-0202 (S3)	Carmel Ave Sewer Main Improvement Project	\$0	\$60,000	\$330,000	\$0	\$0	\$0	\$0	\$390,000	E
MS-14	San Pablo Condition Improvements	\$0	\$0	\$0	\$46,200	\$0	\$0	\$0	\$46,200	E
MS-0205 (S6)	Reservation Road - 200 ft West of Crest View Court to Nicklas Ln	\$0	\$0	\$0	\$0	\$375,000	\$0	\$0	\$375,000	M
MS-0137 (S5)	Reservation Road - Via Del Camino to Del Monte Blvd	\$0	\$0	\$0	\$0	\$0	\$489,800	\$0	\$489,800	M
MS-0203 (S1)	Marina Sta. - Abdy Way & Dunes Lift Station Diversion Project	\$0	\$0	\$0	\$0	\$0	\$0	\$2,082,600	\$2,082,600	S
MS-2	Peninsula Drive and Vista Del Camino Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$699,200	\$699,200	E
MS-4	Lake Drive Pipeline Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$754,300	\$754,300	M
MS-12	Dunes Lift Station Capacity Improvement	\$0	\$0	\$0	\$0	\$0	\$0	\$2,093,400	\$2,093,400	E
MS-M2	Del Monte Blvd	\$0	\$0	\$0	\$0	\$0	\$0	\$553,161	\$553,161	E
MS-0207 (M1)	Marina WWTP Demolition	\$0	\$0	\$0	\$0	\$0	\$0	\$883,300	\$883,300	E
	Subtotal	\$100,000	\$60,000	\$330,000	\$46,200	\$375,000	\$489,800	\$7,065,961	\$8,466,961	

Category Legend
E= CIP supports existing Infrastructure
S= CIP supports a single parcel's or owner's project
M= CIP supports projects for multiple parcels or owners

**Marina Coast Water District
DRAFT Five-Year CIP**

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
Ord Water										
OW-0206	Inter-Garrison Road Pipeline Up-Sizing	\$772,400	\$0	\$0	\$0	\$0	\$0	\$0	\$772,400	M
OW-0193 (W17)	Imjin Parkway Pipeline, Reservation Rd to Abrams Drive	\$51,000	\$1,070,000	\$0	\$0	\$0	\$0	\$0	\$1,121,000	E
OW-0202 (W18)	South Boundary Road Pipeline	\$40,000	\$2,660,000	\$0	\$0	\$0	\$0	\$0	\$2,700,000	M
OW-0306	D-Zone Booster Pump Replacement	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000	E
OW-0201 (W8)	Gigling Transmission from D Booster to GJM Blvd	\$0	\$125,000	\$785,000	\$0	\$0	\$0	\$0	\$910,000	E
OW-0204 (W20)	2nd Ave Connection, Reindollar to Imjin Pkwy	\$0	\$0	\$0	\$1,890,000	\$0	\$0	\$0	\$1,890,000	E
OW-0230 (W25)	Wellfield Main 2B -Well 31 to Well 34	\$0	\$0	\$0	\$1,455,000	\$0	\$0	\$0	\$1,455,000	E
OW-0127 (W6)	CSUMB Pipeline Up-Sizing -Commercial Fireflow	\$0	\$0	\$0	\$0	\$298,000	\$0	\$0	\$298,000	E
OW-0167 (W7)	1st Ave Extension, Light Fighter to Gigling Rd	\$0	\$0	\$0	\$0	\$595,000	\$0	\$0	\$595,000	E
OW-0210 (W19)	Sand Tank Demolition	\$0	\$0	\$0	\$0	\$0	\$552,000	\$0	\$552,000	E
OW-9	Zone B Fire Flow Improvements	\$0	\$0	\$0	\$0	\$0	\$960,000	\$0	\$960,000	E
OW-10	Seaside Resort Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$2,108,000	\$2,108,000	S
OW-11	Seaside Resort Pipeline - Coe Avenue	\$0	\$0	\$0	\$0	\$0	\$0	\$684,000	\$684,000	M
OW-12	Seaside East Pipeline - Zone D	\$0	\$0	\$0	\$0	\$0	\$0	\$535,000	\$535,000	M
OW-14	Parker Flats Cutoff Road Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$2,030,000	\$2,030,000	M
OW-0118 (W15)	East Garrison Storage and Transmisson	\$0	\$0	\$0	\$0	\$0	\$0	\$10,101,000	\$10,101,000	S
OW-0214 (W22)	Imjin Road, 8th St. to Imjin Pkwy	\$0	\$0	\$0	\$0	\$0	\$0	\$1,169,000	\$1,169,000	E
OW-0171 (W13)	Eucalyptus Rd Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$4,312,000	\$4,312,000	M
OW-0216 (W16)	UCMBEST Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$5,349,000	\$5,349,000	S
	Subtotal	\$863,400	\$3,935,000	\$785,000	\$3,345,000	\$893,000	\$1,512,000	\$26,288,000	\$37,621,400	

**Marina Coast Water District
DRAFT Five-Year CIP**

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
Ord Sewer										
OS-0147 (S11)	Ord Village Sewer Pipeline & Lift Station Impr Project	\$96,000	\$3,300,000	\$0	\$0	\$0	\$0	\$0	\$3,396,000	E
OS-0205 (S19)	Imjin LS & Force Main Improvements-Phase 1	\$125,000	\$1,161,370	\$0	\$0	\$0	\$0	\$0	\$1,286,370	M
OS-0152 (S18)	Hatten & Booker LS Improvements Project	\$137,000	\$395,000	\$0	\$0	\$0	\$0	\$400,000	\$932,000	E
OS-0203 (S15)	Gigling LS and FM Improvements	\$0	\$2,125,000	\$0	\$0	\$0	\$0	\$0	\$2,125,000	E
OS-0153 (MS-06)	Misc. Lift Station Improvements	\$0	\$0	\$170,000	\$0	\$424,000	\$0	\$903,360	\$1,497,360	E
OS-0154 (MS-01)	Del Rey Oaks-Collection System Planning	\$0	\$0	\$0	\$61,200	\$0	\$0	\$0	\$61,200	S
OS-0204 (S8)	CSUMB Developments	\$0	\$0	\$0	\$625,000	\$0	\$0	\$0	\$625,000	S
OS-0215 (MS-05)	Demolish Ord Main Garrison WWTP	\$0	\$0	\$0	\$0	\$0	\$1,625,000	\$0	\$1,625,000	E
OS-0148 (S7)	Sea Haven Sewer Pipeline Improvements Project	\$0	\$0	\$0	\$0	\$0	\$668,700	\$0	\$668,700	M
OS-0202 (MS-02)	Sewer Improvements-DRO	\$0	\$0	\$0	\$0	\$0	\$502,454	\$1,537,510	\$2,039,964	M
OS-0151 (MS-08)	Cypress Knolls Sewer Pipeline Improvements Project	\$0	\$0	\$0	\$0	\$0	\$0	\$97,424	\$97,424	S
OS-0150 (S21)	East Garrison Lift Station Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$550,000	E
OS-0206 (S22)	Reservation Road Lift Station Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	E
OS-0210 (S9)	1st Ave Sewer Pipeline Replacement Project	\$0	\$0	\$0	\$0	\$0	\$0	\$408,340	\$408,340	M
OS-0214 (MS-04)	Intergarrison/8th Ave SS (for East-West Connector developments)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,035,000	\$1,035,000	M
OS-0213 (MS-03)	MOW Capacity Buy-In Beyond 2.2 MGD	\$0	\$0	\$0	\$0	\$0	\$0	\$11,040,808	\$11,040,808	M
OS-10	Sewer Improvements-Seaside East - Eucalyptus Road	\$0	\$0	\$0	\$0	\$0	\$0	\$2,147,500	\$2,147,500	S
OS-0216 (MS-06)	Sewer Improvements-Seaside East	\$0	\$0	\$0	\$0	\$0	\$0	\$6,480,079	\$6,480,079	S
	Subtotal	\$358,000	\$6,981,370	\$170,000	\$686,200	\$424,000	\$2,796,154	\$24,675,021	\$36,090,745	

Category Legend

- E= CIP supports existing Infrastructure
- S= CIP supports a single parcel's or owner's project
- M= CIP supports projects for multiple parcels or owners

**Marina Coast Water District
DRAFT Five-Year CIP**

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
General Water (29% Marina, 71% Ord)										
GW-0112 (W21)	A1 & A2 Zone Tanks & B/C Booster Station	\$364,720	\$6,695,000	\$6,590,000	\$0	\$0	\$0	\$0	\$13,649,720	M
GW-0305 (W23)	California Ave & Imjin Pkwy Pipeline - Abrams to Marina Heights	\$0	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$2,400,000	M
GW-0307	Intertie Meter Replacement	\$0	\$81,000	\$0	\$0	\$0	\$0	\$0	\$81,000	E
GW-0123 (W27)	B2" Zone Tank @ CSUMB "	\$0	\$140,000	\$1,275,000	\$8,102,000	\$0	\$0	\$0	\$9,517,000	M
W24	Marina Heights Transmission Main	\$0	\$0	\$0	\$0	\$2,120,000	\$0	\$0	\$2,120,000	S
GW-0210 (W26)	Reservoir A3 (1.6 MG)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,186,000	\$7,186,000	M
GW-28	Well 35 Pump Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$103,000	\$103,000	M
GW-29	Wellhead Treatment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,081,000	\$2,081,000	M
	Subtotal	\$364,720	\$9,316,000	\$7,865,000	\$8,102,000	\$2,120,000	\$0	\$9,370,000	\$37,137,720	
Water District-Wide (24% MW, 6%MS, 56%OW, 14%OS)										
WD-0106 (WD1)	Corp Yard Demolition & Rehab	\$24,000	\$520,000	\$500,000	\$0	\$0	\$0	\$0	\$1,044,000	E
WD-0308	Emergency Generator Project	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	E
WD-0309	Human Machine Interface (HMI) Pump Station Installation	\$0	\$325,000	\$0	\$0	\$0	\$0	\$0	\$325,000	E
	Subtotal	\$1,524,000	\$845,000	\$500,000	\$0	\$0	\$0	\$0	\$2,869,000	
Shared Project Costs										
	Marina Water Cost Center Share	\$471,529	\$2,904,440	\$2,400,850	\$2,349,580	\$614,800	\$0	\$2,717,300	\$11,458,499	
	Marina Sewer Cost Center Share	\$91,440	\$50,700	\$30,000	\$0	\$0	\$0	\$0	\$172,140	
	Ord Water Cost Center Share	\$1,112,391	\$7,087,560	\$5,864,150	\$5,752,420	\$1,505,200	\$0	\$6,652,700	\$27,974,421	
	Ord Sewer Cost Center Share	\$213,360	\$118,300	\$70,000	\$0	\$0	\$0	\$0	\$401,660	
Total Costs										
	Marina Water	\$501,529	\$3,555,255	\$2,400,850	\$2,349,580	\$614,800	\$1,268,000	\$5,714,300	\$16,404,314	
	Marina Sewer	\$191,440	\$110,700	\$360,000	\$46,200	\$375,000	\$489,800	\$7,065,961	\$8,639,101	
	Ord Water	\$1,975,791	\$11,022,560	\$6,649,150	\$9,097,420	\$2,398,200	\$1,512,000	\$32,940,700	\$65,595,821	
	Ord Sewer	\$571,360	\$7,099,670	\$240,000	\$686,200	\$424,000	\$2,796,154	\$24,675,021	\$36,492,405	
	Total	\$3,240,120	\$21,788,185	\$9,650,000	\$12,179,400	\$3,812,000	\$6,065,954	\$70,395,982	\$127,131,641	

**Marina Coast Water District
DRAFT Five-Year CIP**

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
	Water Augmentation									
RW-0156	RUWAP - Transmission Main & Reservoir	\$10,510,327	\$0	\$0	\$0	\$0	\$0	\$0	\$10,510,327	
RW-0306	RUWAP - Imjin Parkway Reservation Rd. to Abrams Dr.	\$50,000	\$885,000	\$0	\$0	\$0	\$0	\$0	\$935,000	
RW-0174	RUWAP - Distribution System	\$200,000	\$11,239,582	\$0	\$0	\$0	\$0	\$0	\$11,439,582	
TRT-2	Onsite Conversions	\$0	\$0	\$750,000	\$0	\$0	\$0	\$0	\$750,000	
TRT-1	Advance Water Treatment	\$0	\$0	\$0	\$0	\$20,235,647	\$0	\$0	\$20,235,647	
P-3	Distribution Pipeline -Abrams Rd. from Imjin to Bunker Hill	\$0	\$0	\$0	\$0	\$0	\$421,146	\$0	\$421,146	
P-7	Distribution Pipeline -2nd Ave. from 10th St. to 9th St.	\$0	\$0	\$0	\$0	\$0	\$137,330	\$0	\$137,330	
P-9	Distribution Pipeline -from Black Horse Res. to Eucalyptus Rd.	\$0	\$0	\$0	\$0	\$0	\$0	\$571,055	\$571,055	
P-10	Distribution Pipeline - Normandy from GJM Blvd to Parker Flats Rd.	\$0	\$0	\$0	\$0	\$0	\$0	\$430,302	\$430,302	
WAP 1-4	Water Augmentation Project	\$0	\$0	\$0	\$0	\$10,200,000	\$0	\$0	\$10,200,000	
	Subtotal	\$10,760,327	\$12,124,582	\$750,000	\$0	\$30,435,647	\$558,476	\$1,001,357	\$55,630,389	

Marina Coast Water District
Agenda Transmittal

Agenda Item: 5-C

Meeting Date: August 27, 2020

Prepared By: Rose Gill

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-55 to Update Language in the Memorandums of Understanding with the Marina Coast Water District Employees Association and the Teamsters Local 890

Staff Recommendation: The Board is requested to adopt Resolution No. 2020-55 to update language in the the Districts Memorandums of Understanding (MOU's) in accordance with CalPERS request.

Background: *Strategic Plan, Goal 5.1 – Recruit and retain a high performing, engaged workforce.*

CalPERS recently conducted an audit for a recent retired District employee. As a result of the audit, it was determined by CalPERS that the MOU's language was not in accordance with CalPERS Law language. CalPERS requires the language to be the same as their Retirement Law language in order to be reportable. There is no change to any of the benefits. Both the Marina Coast Water District Employees Association and the Teamsters Local 890 have reviewed the proposed changes and had no issues with the changes.

Below are the revisions CalPERS is requesting for the benefit to be reportable for the MOU's.

Marina Coast Water District Employees Association MOU:

- Section 8.3 Longevity Steps: explanation that longevity pay is calculated by compounding the steps.
- Section 10.4 Certification Pay, change to: Educational Pay
- Section 10.5 Certification Incentive Pay, change to: Educational Incentive Pay
- Article 18: Working Out of Class, change to: Temporary Upgrade Pay; and, a note that Temporary Upgrade Pay is not reportably for PEPRA members.

Teamsters Local 890 MOU:

- Section 8.3 Longevity Steps: explanation that longevity pay is calculated by compounding the steps.
- Article 18: Working Out of Class, change to: Temporary Upgrade Pay; and, a note that Temporary Upgrade Pay is not reportably for PEPRA members.

Environmental Review Compliance: None required.

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

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2020-55; and, Redlined MOU's.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

August 27, 2020

Resolution No. 2020-55
Resolution of the Board of Directors
Marina Coast Water District
Updating Language in the Memorandums of Understanding with the Marina Coast Water
District Employees Association and the Teamsters Local 890

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a special meeting duly called and held on August 27, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, CalPERS recently audited a retired MCWD employee. It was determined by CalPERS that the MOU’s language was not in accordance with CalPERS Law language; and,

WHEREAS, CalPERS requires the language to be the same as their Retirement Law language in order to be reportable; and,

WHEREAS, in order for the CalPERS benefits to be reportable, the MOU language needs to be changed to match CalPERS Law. MCWD needs to update both the Marina Coast Water District Employees Association and the Teamsters Local 890 MOU’s.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2020-55 updating language in the Memorandums of Understanding with the Marina Coast Water District Employees Association and the Teamsters Local 890.

PASSED AND ADOPTED on August 27, 2020, 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-55 adopted August 27, 2020.

Keith Van Der Maaten, Secretary



MEMORANDUM OF UNDERSTANDING

between

the

MARINA COAST WATER DISTRICT

and the

**MARINA COAST WATER DISTRICT
EMPLOYEES ASSOCIATION**

July 1, 2019 through June 30, 2023

TABLE OF CONTENTS

PREAMBLE: PURPOSE	1
ARTICLE 1: PARTIES	1
ARTICLE 2: RECOGNITION	1
ARTICLE 3: TERM	1
ARTICLE 4: NONDISCRIMINATION	1
ARTICLE 5: MEET AND CONFER	2
5.1 Meet and Confer Representative	2
5.2 Bulletin Board	2
ARTICLE 6: MANAGEMENT RIGHTS	2
ARTICLE 7: SAFETY	3
7.1 Obligation	3
7.2 Safety Equipment and Uniforms	3
7.3 Ergonomics	4
7.4 Hepatitis A & B Vaccinations	4
7.5 Wellness Program	4
ARTICLES 8: WAGES	4
8.1 Wage Increase	5
8.2 Annual Step Increases	5
8.3 Longevity Steps	5
ARTICLE 9: OVERTIME AND WORK WEEK	5
9.1 Overtime	5
9.2 Work Week and Hours	6
ARTICLE 10: SPECIAL PAY PRACTICES	6
10.1 Call-back	6
10.2 Standby Pay	6
10.3 Certification Bonuses	7
10.4 Certification Pay	7
10.5 Certification Incentive Pay	8
10.6 Education Reimbursement	8
10.7 Shift Differential	8

ARTICLE 11: INSURANCE	9
11.1 Health Insurance	9
11.2 Life Insurance	10
11.3 Short-Term and Long-Term Disability Plan	10
11.4 Retirement	10
11.5 Employee Assistance Program (EAP)	11
11.6 Labor-Management Cost Containment Committee	11
11.7 Insurance Administration	12
ARTICLE 12: HOLIDAYS	12
ARTICLE 13: VACATION	13
13.1 Accrual	13
13.2 Advance Approval and Cancellation Notice	13
13.3 Payout on Termination	13
13.4 Cash-Out	13
ARTICLE 14: SICK LEAVE	13
14.1 Accrual Rate	13
14.2 Retirement Payoff	14
ARTICLE 15: LEAVES	14
15.1 General Information	14
15.2 Military Leave	15
15.3 On the Job Injury Leave	15
15.4 Bereavement Leave	16
15.5 Jury Duty	16
15.6 Voluntary Furlough Without Pay	16
ARTICLE 16: DEFERRED COMPENSATION	17
ARTICLE 17: PRE-TAX VOUCHERS	17
ARTICLE 18: WORKING OUT OF CLASSIFICATION	17
ARTICLE 19: LAYOFF POLICY	18
ARTICLE 20: GRIEVANCE PROCEDURE	18
ARTICLE 21: DISCIPLINARY ACTION	19

21.1 Disciplinary Actions	19
21.2 Notice of Disciplinary Action	20
21.3 Pre-Disciplinary Due Process Meeting	20
21.4 Implementation of Discipline	20
21.5 Reprimand	21
21.6 Appeal of Disciplinary Action	21
ARTICLE 22: PROBATIONARY PERIOD FOR NEW EMPLOYEES	23
ARTICLE 23 PERSONNEL RECORDS	23
ARTICLE 24: POSTING POSITIONS	23
ARTICLE 25: NO STRIKE/NO LOCKOUT	24
ARTICLE 26: SEVERABILITY	24
ARTICLE 27: FULL UNDERSTANDING, MODIFICATION WAIVER	24
Appendix A	26

PREAMBLE: PURPOSE

Both the Marina Coast Water District (MCWD) and the Marina Coast Water District Employees Association (MCWDEA) agree that the purpose of this Memorandum of Understanding (MOU) is to ensure that all Marina Coast Water District employees be treated with mutual respect, dignity and fairness. To achieve that goal all rules, practices and policies will be applied equally and impartially.

It is the goal of the Marina Coast Water District and the MCWDEA that we all work toward a workplace which is healthy, cooperative, supportive and mutually trusting.

ARTICLE 1: PARTIES

THIS AGREEMENT is made and entered into between the Marina Coast Water District (herein called "MCWD") and the Marina Coast Water District Employees Association (herein called the "Association").

ARTICLE 2: RECOGNITION

MCWD recognizes the Association as the bargaining agent for all employees in the Marina Coast Water District Employees' Association. See appendix A.

ARTICLE 3: TERM

This four (4)-year Agreement shall remain in full force and effect from the date it is adopted by MCWD and the Association up to and including June 30, 2023 and thereafter shall continue in effect unless one of the parties hereto notifies the other within 90-120 days immediately preceding the expiration date, of its request to modify, amend or terminate specific sections of this Agreement. Upon receipt from the parties hereto of a timely request to modify, amend or terminate specific sections of the Agreement, the other party shall have ten (10) days to respond. In the event neither party notifies the other, this MOU will remain in effect until a successor MOU is approved.

ARTICLE 4: NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination and free from sexual harassment, as well as unlawful harassment based on ancestry, race, marital status, color, medical condition, mental disability, physical disability, pregnancy, child birth or related medical conditions, national origin, religious creed, political belief, gender, sexual orientation, or any other basis protected by federal, state, or local law, ordinance, or regulation. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

The parties agree that there shall be no restraint, coercion or interference with any employee with respect to or because of the employee's membership in the Association.

Any party alleging a violation of this Article shall have the burden of proving the existence of a discriminatory act or acts or proving that, but for such act or acts the alleged injury or damage to the grievant would not have occurred.

ARTICLE 5: MEET AND CONFER

5.1 Meet and Confer Representatives

Association employees shall be authorized time off with pay to meet and confer regarding terms and conditions of employment under the following conditions:

- A. Up to three (3) authorized representatives of the Association meeting with the General Manager or his/her designated representative regarding negotiating, preparing or interpreting an MOU.

- B. During the last six (6) months prior to the expiration of an existing MOU, the Association may meet twice on release time not to exceed one (1) hour with their authorized representative for the purpose of discussing negotiations.

In addition, employees shall be authorized time off with pay to attend one meeting each calendar year of the Association in which general business of the Association is conducted.

Notice of the date and time shall be provided to all department managers with employees in the Association. Due to operational requirements, a department manager may require appropriate employees to remain on the job during all or part of the meeting. If the Association disagrees with such determination, the Association may ask the General Manager to review that determination and the General Manager's decision will be final.

5.2 Bulletin Board

The MCWD will furnish for the use of the Association a bulletin board in the employees break room. Said bulletin board shall be used for the purpose of posting Association official notices and all materials shall state clearly that it is authorized by the Association. Association agrees that notices posted on MCWD bulletin boards shall not contain anything which may be reasonably construed as maligning MCWD, its representative(s), or any individual in any manner whatsoever.

ARTICLE 6: MANAGEMENT RIGHTS

MCWD will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, and not specifically limited by this Memorandum of Understanding, including, but not limited to the following:

- Determine the standards of services offered;
- Determine the standards of selection for employment;
- Direct its employees;
- Take disciplinary action;

Relieve its employees from duty because of lack of work or for other legitimate reasons; Issue and enforce rules and regulations;
Maintain the efficiency of governmental operations;
Determine the methods, means and personnel by which MCWD operations are to be conducted;
Determine job classifications of MCWD employees;
Exercise complete control and discretion over its work and fulfill all of its legal responsibilities.

All the rights, responsibilities and prerogatives that are inherent in the MCWD by virtue of federal, state, and local laws and regulation provisions cannot be subject to any grievance proceeding.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the MCWD Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

ARTICLE 7: SAFETY

7.1 Obligation

The MCWD will provide a safe and healthful workplace free of recognized hazards. The MCWD agrees to comply with all applicable local state and federal health and safety laws and regulations.

The Association agrees that it is the duty of all employees to comply with all reasonable rules and regulations and when possible, to be alert of all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to the appropriate management representatives. If such notice is given in writing, employees will not be required to work in unsafe conditions. However, employees may not leave the worksite. Alternate work may or may not be assigned by the District until the unsafe condition is remedied or until it is determined that no unsafe conditions exist.

Section 7.2 Safety Equipment and Uniforms

MCWD shall provide and maintain appropriate safety clothing and equipment for Laboratory personnel. Such items may include, depending upon assigned duties, laboratory coats, dust masks, and non-prescription safety glasses. Up to five (5) coats shall be cleaned weekly and worn clothing shall be replaced by MCWD.

MCWD shall provide and maintain the appropriate uniforms for Operations and Maintenance personnel. Such items shall include: Long sleeved shirts, pants, and jackets. Shirts and pants shall be cleaned weekly and worn clothing shall be replaced by MCWD.

MCWD will provide up to two-hundred dollars (\$200.00) credit for the purchase of safety-toed boots or safety-toed shoes for the following personnel: Systems Operator I/II/III, Laboratory Supervisor, and engineering classifications that require inspecting as a function of the position. Replacement boots or shoes will be provided on an as-needed basis. Wearing of uniforms and safety boots during all working hours is mandatory for all employees provided with or eligible for reimbursement of same. Uniforms and boots are to be worn for District purposes only. Obscene or excessive adornment may not be worn. Non-uniform apparel, such as other than MCWD hats, may not be worn.

The District shall provide one pair of prescription safety glasses, upon request, to each employee in Operations and Maintenance and Laboratory personnel. The reimbursement cost for each pair of glasses shall not exceed \$100.

Section 7.3 Ergonomics

The District shall provide office equipment accommodations that ensure ergonomic compliance.

Section 7.4 Hepatitis A & B Vaccinations

MCWD shall continue to maintain coverage, under normal group medical benefits, allowing for Hepatitis A and B vaccinations for individuals who are or will be at increased risk of infection with HAV (Hepatitis A virus).

Section 7.5 Wellness Program

MCWD recognizes its employees are its greatest asset and encourages all staff to participate in a Wellness Program. Participation is voluntary and employees do so at his/her own risk. To further encourage the wellness of its employees, MCWD authorized employees (upon approval of his/her immediate supervisor) who participate in aerobic physical exercise (walking, jogging, etc.) to use up to thirty (30) minutes of regular work time for this purpose two (2) days per week.

Exercise is normally done over the lunch break, with an extension of thirty (30) minutes. This amount of time is intended to allow the exercising employee the opportunity to receive a thorough aerobic workout and time to return to work refreshed and relieved of stress.

MCWD will provide educational services to employees on nutrition, disease prevention and management, smoking cessation, obesity, etc. through posters, flyers and brown bag lunches with guest speakers. In addition, the District will offer free, onsite preventive health screenings to all employees provided the employee participates in a workforce health profile.

ARTICLE 8: WAGES

Section 8.1 Wage Increase

Effective July 1, 2019, all Association employees' salaries shall be increased by a percentage equal to the increase in the Feb 2018-Feb 2019 CPI-U for the San Francisco Bay area.

Effective July 1, 2020, all Association employees' salaries shall be increased by a percentage equal to the increase in the Feb 2019-Feb 2020 CPI-U for the San Francisco Bay area.

Effective July 1, 2021, all Association employees' salaries shall be increased by a percentage equal to the increase in the Feb 2020-Feb 2021 CPI-U for the San Francisco Bay area.

Effective July 1, 2022, all Association employees' salaries shall be increase by a percentage equal to the increase in the Feb 2021-Feb 2022 CPI-U for the San Francisco Bay area.

Section 8.2 Annual Step Increases

The current practices relative to the granting of performance-based merit increases shall continue for the term of this MOU.

Section 8.3 Longevity Steps

Upon reaching the following anniversaries, employees shall receive longevity pay increases as follows:

10 years of service	5% pay increase
15 years of service	5% pay increase
20 years of service	5% pay increase
25 years of service	2.5% pay increase
30 years of service	2.5% pay increase

The current practices relative to the granting of longevity pay shall continue for the term of this MOU. [The longevity pay is calculated by compounding the steps.](#)

ARTICLE 9: OVERTIME AND WORK WEEK

Section 9.1 Overtime

Overtime shall be defined as time actually worked in excess of forty (40) hours in a workweek or over eight (8) or nine (9) hours in a workday, depending upon the employee's regularly scheduled shift. All overtime work shall be authorized by the appropriate representatives of management and be paid at time and a half (1.5) or may be credited with the equivalent compensatory time off at the option of the affected employee. Time worked in excess of 12 hours in one work day shall be paid at double time.

For the purpose of this section, paid holiday, vacation, compensatory time and sick time off hours shall be considered as hours worked for the purpose of determining overtime.

Compensatory time may be accrued up to a maximum of 160 hours. Any time earned in excess of 160 hours shall be paid during the next following pay period. Those that currently have a balance above 160 will be allowed to reduce the amount over time. Employees will not be able to accrue any more comp time until they fall below 160 hours (not required to reduce immediately).

Section 9.2 Work Week and Hours

The normal workweek shall be Monday to Friday, eight (8) or nine (9) hours per day depending upon the employee's regularly scheduled shift. In an emergency or in unusual circumstances the workweek may be changed.

For Office and Laboratory personnel, the normal working hours are between 7:30 a.m. to 5:30 p.m. For Operations and Maintenance personnel the normal working hours are between 6:30 a.m. to 4:00 p.m. depending upon job assignment, except for regularly assigned stand-by and weekend duty. For Water Conservation and Engineering, the normal working hours are between 7:30 a.m. to 5:30 p.m.

Alternative Work Week: A 9/80 Flex Time schedule is available for employees who elect this option. Managers will have the discretion to consider and implement this based on the operational and managerial needs of the District. All employees of the District can request such schedule and the District agrees that the requests will not be unreasonably denied. Participation in the Flex Schedule affects the schedules of others; therefore, once established, changes in flex scheduling can only be changed if approved by the Department Head and General Manager.

Each employee requesting to work an Alternative Work Week must complete an Alternate Schedule Authorization form before participating in the plan and submit the form to Payroll one full pay period prior to beginning any alternative work schedule.

ARTICLE 10: SPECIAL PAY PRACTICES

Section 10.1 Call-back

MCWD agrees to guarantee a minimum of two (2) hours of paid time to any worker who, following the completion of his/her workday and departs from his/her place of employment, is called back and must report to a worksite because of work requirements, at times other than normal work hours. Such call backs shall be considered overtime. Responding to such call-backs is mandatory. MCWD agrees to guarantee Scada call outs at 15 minutes minimum intervals for any calls between 5am and 9pm, and 1 hour minimum call out for calls between 9pm and 5am. Includes alarm check and remote fixes on Scada.

Once an employee has initially been called back to duty under call-back conditions, no additional call-back work credit shall be credited for any subsequent call-back, which occurs within the initial call-back minimum period of two (2) hours.

Section 10.2 Standby Pay

MCWD may place supervisory employees on a standby duty in the absence of a general unit member normally assigned that duty. Standby duty refers to a situation where an off-duty employee holds his/herself available to respond within a thirty (30) minute time period as directed by management. Assigned standby shall be on an as needed basis. The employee assigned such duty shall receive a proration of four hundred and twenty dollars (\$420) per one (1) week assignment or \$60.00 per each day assigned as well as the call-out payment as described in 10.1 above.

Section 10.3 Certification Bonuses

MCWD shall pay one-time bonuses of two-hundred fifty dollars (\$250) per certificate for employees who obtain the following certificates from the California State Water Resources Control Board: Wastewater Treatment Operator II, III, IV, V; from the California Department of Public Health; Water Distribution Operator II, III, IV, V, and Water Treatment Operator II, III, IV, V; and California Water Environment Association; Collection System Maintenance II, III, IV, Laboratory Analyst II, III, IV, V; and American Water Works Association CA-NV; Water Quality Analyst II, III, IV; Water Conservation Practitioner I, II, III and any other pertinent certifications on which the parties may agree.

Employees will be reimbursed after proof of completion of a course of study or exam with regard to the cost of licenses, certificates and renewals which are required to perform his/her job duties.

Section 10.4 ~~Certification~~ Educational Pay

As an incentive to encourage employees to acquire knowledge in areas related to current or future position(s), MCWD provides a one-time, ongoing, salary increase based on certification at a higher level than what is required for the current classification, provided the classification is maintained.

Probationary employees are not eligible to receive certification bonuses or certification pay until he/she completes the initial MCWD probationary period and satisfy the current job specification certification for new employees.

Only one (1) certification incentive will be approved above the requirement of the current classification. To avoid confusion as to which certifications are authorized, the employee should request approval from his/her immediate supervisor and the General Manager or designee before beginning this program.

System Operator II Collection Operator II Laboratory Analyst II Water Quality Analyst II	Obtains Grade III certification from CWEA, CDPH, SWRCB, AWWA CA-NV	Receives 5% ongoing increase for as long as certification is maintained.
System Operator III Collection Operator III Laboratory Analyst III	Obtains Grade IV certification from CWEA, CDPH, SWRCB, AWWA CA-NV	Receives 5% ongoing increase as long as certification is maintained

Water Quality Analyst III		and not a requirement of the position.
System Operator IV Laboratory Analyst IV Water Quality Analyst IV	Obtains Grade V certification from CDPH, SWRCB, AWWA CA-NV	Receives 5% ongoing increase as long as certification is maintained and not a requirement of the position.

The maximum amount allowable is five percent (5%) and certifications cannot be "stacked".

At the sole discretion of the General Manager, certifications for positions not listed above will also be considered. The level of bonus will be set after evaluation of the program and with respect to the above specified bonuses.

Management employees are not eligible for certification pay.

Section 10.5 ~~Certification~~ Educational Incentive Pay

Effective February 2012, additional and higher levels of certification are required for the Operations & Maintenance department. Operator II's must possess the following:

- Grade II California Department of Public Health Water Distribution
- Grade II California Department of Public Health Water Treatment
- Grade II California Water Environment Association Collections
- Class B driver's license

Once the employee passes and provides physical proof of all certifications, they will receive an ongoing 2.5% increase.

Section 10.6 Education Reimbursement

Based on an employee's submission of a completed Tuition Reimbursement Request form, including the supervisor and General Manager's approval, a regular, full-time employee may be reimbursed up to \$5,000 per year for books and tuition only for a job-related course of study. The employee shall submit the information on the class/program prior to enrollment. If the request form is not submitted in advance of the beginning of the class/course of study, reimbursement may be denied.

Confirmation transcripts or evidence which verifies the student's successful completion of the course (a grade C or better, "pass/fail" completion, a certificate or diploma) must be submitted to the HR/Risk Administrator prior to receiving reimbursement.

Section 10.7 Shift Differential

Any Association member whose assigned work shift includes the hours between 6p.m. and 11 p.m., (and who works a minimum of four (4) hours between 6p.m. and 11 p.m.) shall be paid a shift differential premium of five (5) percent per hour above the regular rate of pay for all hours worked during the assigned shift. Any unit member whose

assigned shift includes the hours between 11 p.m. and 5 a.m., (and who works a minimum of four (4) hours between 11 p.m. and 5 a.m.) shall be paid a shift differential premium of ten (10) percent per hour above the regular rate of pay for all hours worked during the assigned shift.

ARTICLE 11: INSURANCE

Section 11.1 Health Insurance

The District agrees to pay a portion of the monthly medical/dental/vision insurance premium for all regular, full-time employees. All employees, including those with eligible dependents shall contribute towards medical premiums via a payroll deduction. The following amounts(s) will be effective beginning July 1, 2019 to January 1, 2023:

Effective January 1, 2020, January 1, 2021, January 1, 2022, and, January 1, 2023,

Employees Association will pay the following:

Employee only = \$0/month

Employee + 1 dependent = \$124.97/month + 20% of any increases to medical/dental/vision/EAP premiums

Family coverage = \$157.99/month + 20% of any increases to medical/dental/vision/EAP premiums

At the option of the employee, Marina Coast Water District will provide continued medical benefits for retired District employees provided the minimum requirements established by the District are met. The requirements shall be as follows:

- 1) The employee shall be at least 63 years of age and have a total of 20 years of service with the District.
- 2) The District will pay 75% of the medical insurance cost for the employees at retirement who meet the requirement stated in item one above.
- 3) All employees who exercise this option and who retire with 20 years of service are required to pay 25% of the cost of medical insurance and shall make their payment on the first of each month after retirement. Any retired employee who fails to make the required payment to the District shall have all benefits cancelled if not paid within 30 days of the due date.
- 4) District employee shall be notified of the amounts owed to the District at the time of retirement. The amount paid shall be calculated based on 25% of the rates charged by the District's insurance carrier at the time of retirement. The employee shall be notified of any changes in the amount owed each year.

(The above applies only to those that retire after July 1, 2019. Above does not apply to existing retirees)

Section 11.2 Life Insurance

MCWD agrees to provide Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for all regular, full-time employees at an amount equal to two times their annual salary. Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the District shall be subject to tax law provisions.

Employees may purchase additional insurance through payroll deduction at a rate set by the insurance company.

Section 11.3 Short-Term and Long-Term Disability Plan

In addition to State Disability Insurance (SDI), the District provides, at no cost to the employee, a short-term disability plan with a maximum benefit of \$2,000 per week and a 30-day elimination period that supplements SDI and offers up to 2/3 of the employee's base annual salary, subject to the provisions of the contract with the carrier. In addition, the District offers a long-term disability plan with a maximum benefit of \$10,000 per month and a 180-day elimination period.

Section 11.4 Retirement

MCWD agrees to continue to provide the following retirement benefits:

Tier I Employees (Classic Employees):

For employees hired prior to January 1, 2013, the District will continue to provide the 2% @ 60 formula. The same 2% @ 60 will be provided to new employees who were previously employed by the District or newly hired employees who were previously in the Public Employees Retirement System (PERS) or reciprocal agency and have less than a 180-day break in service are covered by this formula. Basic PERS 2% @ 60 formula with:

- a. Social Security
- b. Sick Leave conversion
- c. Highest twelve (12) months compensation for purposes of determining final compensation
- d. Military Service credit as Prior Service
- e. Value of Employer-Paid Member Contributions (EPMC) to PERS reported as additional compensation, as provided for under Government Code Section 20636(c).

This shall apply to all members of the Association. MCWD pays 100% of employer/employee contributions.

Tier 2 Employees (PEPRA Employees):

For employees hired after January 1, 2013, who have not previously been enrolled in another PERS or reciprocal agency or they have more than a 180-day break in service they

will be in Tier 2. Tier 2 for those employees is the 2% @ 62 formula. Effective July 1, 2015, PEPRA Employees will pay 100% of the employee contribution pre-tax through an approved IRC 414(h)(2) plan. Basic PERS 2% @ 62 formula with:

- a. Social Security
- b. Sick Leave Conversion
- c. Highest thirty-six (36) consecutive months of service for purposes of determining final compensation.
- d. Military Service credit as Prior Service

Section 11.5 Employee Assistance Program (EAP)

MCWD agrees to provide a confidential EAP benefit to all eligible employees and their dependent(s). This program is provided to promote employee health and well-being when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP covered services include six (6) assessment/counseling sessions or financial/legal services for each incident of treatment.

Section 11.6 Labor-Management Cost Containment Committee

MCWD and the Association agree to form a labor-management committee consisting of two (2) representatives from each bargaining unit and will include the General Manager and the HR/Risk Administrator. The purpose of the committee is to study methods and plans to reduce the cost of the insurance benefits to the MCWD, and examine possible alternatives to the current medical insurance plan. Recommendations from this committee are expected to be submitted prior to the expiration of this contract.

Section 11.7 Insurance Administration

The MCWD continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include, but are not limited to, the right to select the carriers and insurance claims administrators after consideration of the recommendations of the health insurance labor-management committee and prior meeting and consultation with the Association. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized.

ARTICLE 12: HOLIDAYS

The following listed days shall be observed during the term of this MOU as legal holidays:

New Year's Day
Martin Luther King, Jr. Birthday
President's Birthday/Washington's Birthday

Memorial Day
 Independence
 Day Labor Day
 Veterans Day
 Thanksgiving Day
 Day After Thanksgiving
 Working day immediately preceding Christmas Day
 Christmas Day
 Employee's
 Birthday Floating
 Holiday

Observed holidays falling on Saturday will be celebrated on Friday; those falling on Sunday will be celebrated on Monday. Employee Birthday and Floating Holiday may be taken at any time during the calendar year upon approval of the department supervisor.

Association members who are statutorily non-exempt from state and federal overtime requirements and who may be required to work on a holiday will be permitted to choose compensation in the form of compensatory time off at double time and one half the regular salary rate for the holiday worked, or monetary payment for the day. If the monetary payment is selected, it will result in the employee getting payment for the holiday at the regular salary rate plus being paid for the work as overtime at a salary rate of double the regular salary rate if the total credited hours for the week exceed forty (40).

ARTICLE 13: VACATION

Section 13.1 Accrual

The following vacation schedule shall apply:

Year of Service	Days/Hours accrued Bi-weekly
1	10 working days per year (3.08 hours bi-weekly accrual)
2-3	11 working days per year (3.38 hours bi-weekly accrual)
4-10	16 working days per year (4.92 hours bi-weekly accrual)
11+	20 working days per years (6.16 hours bi-weekly accrual)

Vacation time will accrue throughout the year and will be pro-rated and credited at the end of each pay period. The maximum accrual allowance shall be two hundred and sixty (260) hours. Vacation time earned in excess of 260 hours shall be paid during the next following pay period. Vacation leave cannot be used by new employees during their initial introductory period unless approved, in advance, by the General Manager.

Employees cannot use vacation for any unposted leave accruals (cannot use unaccrued time while out on vacation).

Section 13.2 Advance Approval and Cancellation Notice

- A. Application for approval of vacation leave shall be made no less than ten (10) working days in advance. Approval of vacation leave for less than five (5) working days can be approved at the discretion of the immediate supervisor.
- B. MCWD shall provide at least seven (7) working days' notice to employees if, due to workload requirements, an employee will not be able to take his/her pre-authorized vacation, unless emergency situations require a shorter notice. MCWD will authorize vacations as soon as operationally possible.

Section 13.3 Payout on Termination

The MCWD shall, upon termination or resignation of an employee, compensate that employee for his/her accrued vacation time and compensatory time at his/her current rate of pay.

Section 13.4 Cash-Out

Employees may elect to cash out accumulated vacation time provided that the employee maintains at least forty (40) hours of accrued vacation credit. Cash-out must be done in conjunction with a regular paycheck.

ARTICLE 14: SICK LEAVE

Section 14.1 Accrual Rate

Sick Leave time will accrue throughout the year and will be pro-rated and credited at the end of each pay period. Employees shall accrue one day per calendar month with an unlimited accumulation amount.

Notification of illness shall be made as soon as possible and no later than 1 hour after the start of the workday, if at all possible.

After three (3) days of consecutive sick leave, an explanation of the employee's illness shall be submitted by the employee's physician along with a release by the physician to return to work and a statement by the physician that the employee is physically able to perform their job.

Employees who use two (2) days or less of their annual sick leave entitlement will be given the opportunity at the end of the calendar year to convert two (2) of the remaining sick leave days into vacation, or let the sick leave days accumulate. Sick leave used for doctor/dentist appointments during work hours will not be subject to this.

Section 14.2 Retirement Payoff

After ten years of continuous service, or at age of sixty years or above, upon termination or retirement, an employee shall be paid for sixty (60%) of his/her accumulated sick leave up to a maximum of 240 hours. All payments will be made at the current rate of pay. Employees hired after January 1, 2013 are not eligible for this benefit.

ARTICLE 15: LEAVES

Section 15.1 General Information

In accordance with State and Federal regulations, MCWD will continue to pay MCWD's normal contribution of the employee only health benefits for the first twelve (12) weeks of a disability-related leave of absence under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). The normal MCWD-paid premiums for benefits for all other leaves of absence will continue only through the end of the month in which the leave begins. Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, and except where otherwise mandated by State or Federal law. In these cases, if an employee wishes to continue health benefits, he/she must elect to continue them under COBRA.

When the employee returns from leave, MCWD will again provide benefits according to the applicable plans.

It is the *employee's responsibility* to ensure that MCWD receives all necessary documentation regarding the leave and any subsequent requests for extension. Employees absent without leave and those who fail to return to work promptly at the end of a leave are considered to have voluntarily resigned his/her positions.

Benefit accruals, such as sick, vacation, management and holiday benefits, will be suspended during unpaid leaves, and will resume upon the employees return to active employment. Employee performance and wage and salary review dates will also be adjusted by the total amount of time taken for leaves of absence exceeding thirty (30) consecutive calendar days.

MCWD will attempt to accommodate employees returning to work from injuries, illnesses or other disabilities with short-term "modified duty" assignments when practical. Please refer to Section 17 for accommodation process. Such accommodations may be made depending upon the extent and nature of the work restrictions imposed by the health care provider, the anticipated duration of the restrictions, the availability of modified duty assignments, and other relevant considerations.

Instances may exist where two (2) or more leave of absence policies provide overlapping protection for eligible employees. It is the intention of MCWD's policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. *This means that all leaves of absence run concurrently as provided by law.*

The leave shall be unpaid except that an employee may elect to be paid by using any accrued sick leave, compensatory, vacation, or management leave benefits. The substitution of paid leave does not extend the total duration of FMLA/CFRA to which an employee is entitled beyond twelve (12) weeks in a twelve (12)-month period.

Accordingly, any leave of absence that is taken by an employee under any policy that could have been taken under any other policy of MCWD (if the employee had requested to do so) shall be credited against the maximum limit on leaves established in each of the policies that provided the employee a basis to request a leave of absence.

All leave requests should be submitted and approved in advance. See the HR/Risk Administrator for appropriate forms and specific information. When leaves are foreseeable, the employee must provide at least thirty (30) days advance notice. If the leave is not foreseeable, the employee must provide notice as soon as practicable.

Please refer to Employee Handbook for more detailed information on the various leaves.

Section 15.2 Military Leave

Every employee of MCWD shall be granted military leaves of absence and other benefit as provided in Division II, Part I, Chapter VII of the Military and Veteran's Code of the State of California and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 15.3 On the Job Injury Leave

An employee may choose to apply his/her accrued sick and/or vacation leave during an on-the-job injury leave until he/she becomes eligible for other benefits, thereafter he/she may elect to apply pro-rated accrued sick leave, to the extent of his/her recorded sick leave and to receive compensation from MCWD together with that to which he/she is entitled under the California Worker's Compensation Law, to equal his/her regular MCWD salary, including SDI benefits. When an on the job injury or illness does occur, a written statement from the employee is required within twenty four (24) hours to be submitted to the HR/Risk Administrator MCWD will continue to provide health benefits for each employee on a job injury or illness leave as long as the employee continues to use accrued sick leave and/or vacation leave to equal normal salary, and until such sick leave and/or vacation leave are expended or such time as the employee returns to active employment or resigns from MCWD.

Section 15.4 Bereavement Leave

Employees shall be entitled up to three (3) days of paid leave for a death of a family member. A family member includes the employee's spouse or State-registered domestic partner and the following persons related to the employee or spouse or State-registered domestic partner: mother, father, brother, sister, child, step-parent, step-child, grandparents, grandchild, or legal guardian. Such leave shall be separate from sick leave and vacation and is to be used within two (2) weeks upon the death of

the family member. Up to five (5) days may be granted for exceptional circumstances acceptable to the General Manager.

Upon approval, employees may use either accumulated sick leave and/or vacation leave if more time off is necessary.

Section 15.5 Jury Duty

Jury duty shall be considered leave with pay provided the employee submits a copy of the jury summons and documentation indicating the dates and times of jury service to his/her supervisor. An employee, while serving on jury duty will receive pay in the amount of the difference between the employee's regular earnings and any amount received for jury service. The employee may retain any fee paid as a travel allowance.

Section 15.6 Voluntary Furlough Without Pay Plan

The following shall apply to the "Voluntary Furlough Without Pay Plan:

- a. No form of salary compensation may be taken (i.e. vacation, compensatory time, management leave). Paid holidays which occur during the furlough period will continue to be paid as usual.
- b. All existing benefits that have been paid by the District shall continue to be paid by the District and all deductions previously paid by the employee shall continue to be taken out of the employee's check when a check has been issued with sufficient funds. In other cases, it shall be the employee's responsibility to make arrangement to pay his/her portion of benefits or other payroll deductions. This includes, but is not limited to, health, union dues, court ordered payments, voluntary supplemental life insurance premiums and voluntary supplemental health insurance such as AFLAC.
- c. No loss of seniority or break in service will be suffered by the employee.
- d. All benefits shall accrue as if the employee were working (i.e., vacation, sick leave).
- e. An employee may take up to forty (40) hours of voluntary furlough without pay leave at any one time in a fiscal year. A written request must be approved, in advance, by the employee's manager. Shorter increments of time (no less than four (4) hours) may be requested, subject to approval by the department manager. The manager may accept or reject a request for furlough after consideration of the employee's position and department workload.
- f. Employees with accrued vacation and/or compensatory time in excess of the District maximum may not participate in this plan until they are in compliance with the maximum hours allowed.
- g. Taking unpaid furlough should not result in the need for any other employee to work overtime.

If you have any questions, please contact the HR/Risk Administrator.

ARTICLE 16: DEFERRED COMPENSATION

The District shall make available a 457 deferred compensation plan for all bargaining unit employees. The District's 457 Deferred Compensation Plan allows employees, on a voluntary basis, to authorize a portion of their salary to be withheld and invested at their direction for payment upon termination of employment or retirement. All contributions are deducted from employees' salary on a pre-tax basis. Upon withdrawal from the Plan, participants will be responsible for appropriate taxes.

MCWD will match an employee contribution up to a maximum of \$2,000 per year. Comp match to be on a calendar year basis starting July 1, 2019.

MCWD will comply with IRS regulations regarding maximum contributions and provisions of tax laws.

ARTICLE 17: PRE-TAX VOUCHERS

MCWD provides a pre-tax voucher system for regular, full-time employees' dependent care expenses.

ARTICLE 18: WORKING ~~OUT OF CLASSIFICATION~~ TEMPORARY UPGRADE PAY

When an employee covered by the provisions of this Agreement is assigned through a personnel action form to perform the primary and essential duties of a higher paid vacant position, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). The assignment must be for over twenty (20) days in a calendar year. Such additional compensation will normally begin on the twenty first (21st) working day after assignment to the higher position or earlier, subject to the discretion of the General Manager.

Note: Temporary upgrade pay is not reportable for PEPRA Members.

ARTICLE 19: LAYOFF POLICY

The District may lay off employees because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or cause outside District's direct control.

For purposes of layoff, seniority shall be defined as length of continuous service while an employee of the District.

Layoff of employees within each category of employment status and within a targeted job classification shall be based on seniority unless the employee's past job performance or disciplinary record justifies an exception to seniority ranking.

Layoffs shall be made among all employees in the same job classification within the District in the following order:

1. Temporary employees.
2. Introductory employees.
3. Regular employees.

ARTICLE 20: GRIEVANCE PROCEDURE

The District has an established formal grievance procedure to resolve issues and concerns regarding the application of this Memorandum. This formal procedure shall not be used to resolve disciplinary actions, OSHA, performance evaluation, workers' compensation issues, bargaining disputes or any exercise of the District's normal discretionary rights and obligations. The purpose of this procedure is to identify and resolve differences between employees and management regarding this agreement and general working conditions.

The District encourages employees to use this process to resolve problems and will not discriminate against any employee for using this procedure.

The employee shall raise the grievance as soon as possible but no later than thirty (30) calendar days after learning of the act or issue causing the grievance.

Step 1. Immediate Supervisor

The employee should raise any problem with his/her immediate supervisor. The supervisor will respond within ten (10) work days. (Harassment grievances may start at Step 2.) Every effort will be made to resolve the grievance at this stage.

Step 2. Department Head

If the employee is not satisfied with the result of the supervisor's decision, he/she may file a written grievance to his/her Department Head within five (5) work days of the supervisor's response. The Department Head will meet with the employee and the supervisor to resolve the problem. If necessary the HR/Risk Administrator will be consulted. The Department Head will make a decision within five (5) work days of receipt of the grievance and notify the employee of such decision within five (5) work days.

Step 3. General Manager

If the employee is not satisfied with the result of meeting with the Department Head and the HR/Risk Administrator, he/she may file a written grievance to the General Manager within five (5) work days of the Department Head's response. The General Manager will make a decision within five (5) work days of receipt of the grievance and notify the employee of such decision either verbally or in writing.

Step 4. Appeal

Any employee who is not satisfied with the decision reached in Step 3 may file a written appeal to the MCWD Board within ten (10) calendar days of the Step 3 decision. The appeal shall contain all documents and arguments necessary to resolve the matter. The appeal will be reviewed by the Board. The Board, at its discretion, may allow a short oral presentation in a closed session of the next regular Board meeting. The Board may affirm or change the decision of the General Manager. The Board's decision shall be given to the employee and shall be final and binding.

ARTICLE 21: DISCIPLINARY ACTION

Section 21.1 Disciplinary Actions

The objective of any disciplinary action is to correct less than satisfactory performance and to bring a worker's performance up to District standards. Disciplinary action is not primarily punitive in intent, but is intended to be corrective action.

The appointing authority may take disciplinary action against any employee, provided that the rules and regulations prescribed herein are followed and that employee who is not on probationary status has the right to appeal pursuant to this article, except as herein provided. As used in this article, "disciplinary action" shall mean formal written reprimand, suspension, disciplinary demotion, disciplinary probation, or dismissal. No employee shall be discharged or disciplined without just cause and the principles of progressive discipline shall be followed. Regular, full-time or regular part-time employees shall be subject to disciplinary action by the General Manager only in accordance with the procedures set forth below.

As part of the District's progressive disciplinary process, an employee may be placed on disciplinary probation for a specified period of time not to exceed four (4) months with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent disciplinary action may be taken, up to and including termination. Employees whose performance is sub-standard or who has repeated infractions of personnel policies may be placed on a Performance Improvement Plan (PIP) until such time that the employee has corrected their performance.

Section 21.2 Notice of Disciplinary Action

In order to institute disciplinary action, the appointing authority shall serve notice of the proposed disciplinary action in accordance with the following procedures:

Except as otherwise provided herein or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for formal reprimand) shall be delivered to the employee, either personally or by the US Postal Service, to the current address listed on the employee's most recent personnel action form, no less than five (5) calendar days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action;

- B. The effective date of the action;
- C. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and
- E. A statement advising the employee of his/her right to respond either verbally or in writing to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date and the right to be represented in that response.

Section 21.3 Pre-Disciplinary Due Process Meeting

If the employee does not waive his/her right to a Skelly meeting, the General Manager shall conduct an informal meeting to allow the employee to respond to the charges made.

The employee may present information and respond to questions personally or through his/her representative.

The General Manager shall give the employee written notice of the decision which shall be reached within five (5) working days after said meeting.

Section 21.4 Implementation of Discipline

In the case of a suspension without pay of one (1) working days or less, or a suspension with pay of twenty (20) working days or less, the suspension may be imposed by a single notice containing items A, B, C, D & E above. This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

Except as provided above, in order to implement the proposed disciplinary action of a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee, either personally or by the US Postal Service to the current address listed on the employee's most recent Personnel Action form, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C, D & E above and, in addition, shall include a statement as to the right to appeal and representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action.

Section 21.5 Reprimand

An appointing authority may reprimand an employee by furnishing him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be given to the General Manager for inclusion in the employee's personnel file and shall not be subject to appeal, but the employee and/or his/her representative shall have the right to discuss the reprimand, or notice of reprimand during normal business hours, with the supervisor issuing the reprimand within 3 working days of receipt of reprimand.

Disciplinary reprimands shall be removed from the employee's personnel file after the second year of their issuance, upon the employee's request, and if the employee does not receive any further disciplinary action in the two-year period.

Section 21.6 Appeal of Disciplinary Action

Appeal

If an employee who has had a pre-disciplinary due process (Skelly) meeting wishes to appeal the decision of the General Manager further, and who has completed his/her six (6) months probationary status, he/she shall file with the MCWD Board of Directors no later than ten calendar days after receipt of said notice of disciplinary action.

Should said tenth (10th) day fall on a day in which offices of the MCWD are not open for business, the time within which said notice of appeal may be filed shall be extended until 5:00 p.m. of the next following day when MCWD offices are open for business.

A. Time of Hearing - Notice

A hearing by the MCWD Directors or by a Hearing Officer appointed by the Board, relating to the validity of the charges upon which the disciplinary action was based shall commence not later than thirty (30) days after the date of the filing of the notice of appeal.

The appellant employee shall be given not less than ten (10) calendar day's written notice of the date, time, and place of said hearing of the Directors or the Hearing Officer. Said notice of the date, time, and place of hearing shall be effective upon its deposit in the US mail, postage prepaid with return receipt requested, and addressed to the last known address of the appellant as set forth in the appellant employee's personnel file.

B. Conduct of Hearing

At the time and place designated, the MCWD Board of Directors or Hearing Officer shall hold a hearing for the purpose of determining the validity of the charges brought against the appellant employee and of the reasonableness of the discipline imposed pursuant to said charges. Such hearing shall be closed to the public unless otherwise requested by the appellant employee. The appellant employee may be present and have the right to be represented by counsel.

The hearing may be continued from time to time and at the end of such presentation the MCWD Board of Directors or Hearing Officer may take the evidence under consideration for a reasonable period of time before announcing its decision in the matter.

C. Hearing

The General Manager and the appellant employee may call witnesses, shall have the right of cross-examination and may present documentary and demonstrative evidence.

D. Recommendation of Hearing Officer

If a Hearing Officer is appointed by the MCWD Board of Directors, a non-binding advisory opinion or recommendation shall be presented in writing to the MCWD Board no later than ten (10) days after the hearing is complete.

E. Decision of MCWD Board of Directors

The decision of the MCWD Board of Directors shall designate express findings of the charges upon which the disciplinary action was based and may wholly reverse or affirm the disciplinary action imposed by the General Manager or modify the severity of the same.

F. Loss of Salary

If the discipline action of the General Manager is wholly reversed by the MCWD Board of Directors, or the severity of discipline imposed is partially reversed, the appellant employee shall be entitled, upon the decision of the Directors or Hearing Officer, to complete the partial reinstatement, as the case may be, and shall be entitled to reimbursement from MCWD funds of that salary forfeited by virtue of that portion of the disciplinary action which was overruled by the MCWD Board of Directors.

G. Appeals of Decision

The findings and decision of the MCWD Board of Directors on appeal shall be final and conclusive on all parties, and not subject to the grievance procedures provided for in this contract.

ARTICLE 22: INTRODUCTORY PERIOD FOR NEW OR NEWLY PROMOTED EMPLOYEES

All new employees of MCWD shall be subject to an introductory period of six (6) months. New employees in their introductory period are considered at-will employees.

The introductory period may be extended no more than two (2) months by the General Manager pending qualifications, demonstration of work habits, and performance on the job.

An introductory employee may be released at any time that his/her performance is determined unsatisfactory and therefore unsuitable for permanent assignment.

A newly promoted employee will serve an introductory period for six (6) months. If during that time, the employee is not satisfactorily performing the duties of his/her new position, the employee will be placed back into their previous position if it is still available or another position if necessary.

ARTICLE 23: PERSONNEL RECORDS

The MCWD and Association agree that personnel records are not subject to public inspection. All Personnel records are and remain the property of MCWD.

Employees shall have the right to inspect, review and receive a copy of any official record relating to his/her performance as an employee which is kept or maintained by MCWD.

When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have the opportunity to read and receive a copy of the adverse entry.

An employee, may upon request, inspect that employee's personnel file during regular business hours by appointment.

The HR/Risk Administrator shall keep the official personnel records of all employees in the Administrative Office.

Notwithstanding any other provision of this item, MCWD and the Association agree that an employee is not entitled to inspect or review such documents as reference letters, records pertaining to investigation of a possible criminal offense, or material designated confidential by law.

ARTICLE 24: POSTING POSITIONS

The District agrees to post in-house for five (5) work days, before recruiting externally, when they intend to fill new or existing or permanent positions authorized by the Board. This provision does not apply when recruiting temporary or contract positions. The District shall encourage unsuccessful internal candidates to receive confidential career counseling from District Supervisory Personnel as feedback for professional development and preparation for future opportunities.

ARTICLE 25: NO STRIKE/NO LOCKOUT

The parties to this MOU recognize and acknowledge that the services performed by MCWD employees are essential to the public. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), nor to curtail any work or restrict any production, or interfere with any operation of MCWD. In the event of any such work-stoppage by any member of the bargaining unit, MCWD shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage, during the term of this Memorandum of Understanding, whether by the Association or by any member of the bargaining unit, the Association, by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served

upon MCWD. In the event of any work stoppage, the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision.

MCWD shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and MCWD shall also have the right to seek full legal redress, including damages, as against any such employee, as long as not in violation of his/her rights under the United States Law or Constitution or the California State Law or Constitution.

In turn, the MCWD agrees not to lockout any employee during the term of this Memorandum of Understanding.

ARTICLE 26: SEVERABILITY

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 27: FULL UNDERSTANDING, MODIFICATION WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in this Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. MCWD assures the Association that unless changes are warranted by operational necessity, it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum of Understanding.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily, and unqualifiedly waives its rights, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this Memorandum of Understanding.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the MCWD's Board of Directors.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

THIS MEMORANDUM OF UNDERSTANDING ENTERED INTO THIS 25th DAY OF JUNE 2019.

President, MCWDEA

President, MCWD Board of
Directors

Vice President, MCWDEA

Vice President, MCWD Board
of Directors

Secretary, MCWDEA

General Manager

APPENDIX A
MARINA COAST WATER DISTRICT EMPLOYEES ASSOCIATION
LIST OF CLASSIFICATIONS

Accountant I
Accounting Supervisor
Accounting Technician
Administrative Assistant
Assistant Engineer
Associate Engineer
Customer Service/Billing Technician I/II
Customer Service/Billing Supervisor
Electrical/Mechanical Field Supervisor
Laboratory Supervisor
Maintenance Worker
Meter Reader
Operations and Maintenance Supervisor
System Operator I/II
System Operator II – Cross Connection Control Specialist
System Operator III
Water Resource Analyst I/II
Water Conservation Specialist III

*Accountant II
*Engineering Technician

*Authorized positions not funded at this time.



MEMORANDUM OF UNDERSTANDING

between

**MANAGEMENT AND CONFIDENTIAL UNIT,
TEAMSTERS LOCAL 890**

and the

MARINA COAST WATER DISTRICT

July 1, 2019 through July 1, 2023

TABLE OF CONTENTS

PREAMBLE:	PURPOSE	1
ARTICLE 1:	PARTIES	1
ARTICLE 2:	RECOGNITION	1
ARTICLE 3:	TERM	1
ARTICLE 4:	NONDISCRIMINATION	1
ARTICLE 5:	UNION RIGHTS	2
5.1	Representation	2
5.2	Access to Work Locations	2
5.3	Union Meet and Confer Representatives	2
5.4	Representation Program	3
5.5	Agency Fee and Dues Deduction	3
5.6	Bulletin Board	6
ARTICLE 6:	MANAGEMENT RIGHTS	6
ARTICLE 7:	SAFETY	7
7.1	Obligation	7
7.2	Safety Equipment and Uniforms	7
7.3	Ergonomics	8
7.4	Hepatitis A & B Vaccinations	8
7.5	Wellness Program	8
ARTICLE 8:	WAGES	8
8.1	Wage Increase	8
8.2	Annual Step Increase	9
8.3	Longevity Steps	9
ARTICLE 9:	OVERTIME AND WORK WEEK	9
9.1	Overtime	9
9.2	Work Week and Hours	10
ARTICLE 10:	SPECIAL PAY PRACTICES	10
10.1	Call-Back	10
10.2	Certification Bonuses	11

10.3	Notary Pay	11
10.4	Education Reimbursement	11
ARTICLE 11:	INSURANCE	11
11.1	Health Insurance	11
11.2	Life Insurance	12
11.3	Short-Term/Long-Term Disability Plan	13
11.4	Retirement	13
11.5	Labor-Management Cost Containment Committee	14
11.6	Employee Assistance Program (EAP)	14
11.7	Insurance Administration	14
ARTICLE 12:	HOLIDAYS	14
ARTICLE 13:	VACATION	15
13.1	Accrual	15
13.2	Advance Approval and Cancellation Notice	15
13.3	Payout on Termination	16
13.4	Cash-Out	16
ARTICLE 14:	SICK LEAVE	16
14.1	Accrual Rate	16
14.2	Retirement Payoff	16
ARTICLE 15:	LEAVES	16
15.1	General Information	16
15.2	Military Leave	18
15.3	On the Job Injury Leave	18
15.4	Bereavement Leave	18
15.5	Jury Duty	18
15.6	Management Leave	19
15.7	Voluntary Furlough Without Pay	19
ARTICLE 16:	DEFERRED COMPENSATION	20
ARTICLE 17:	PRE-TAX VOUCHERS	20
ARTICLE 18:	WORKING OUT OF CLASSIFICATION	20
ARTICLE 19:	LAYOFF POLICY	20
ARTICLE 20:	GRIEVANCE PROCEDURE	21

20.1	Grievance Defined	21
20.2	No Discrimination	21
20.3	Time Limits	21
20.4	Grievance Procedure Steps	22
ARTICLE 21:	DISCIPLINARY ACTION	24
21.1	Disciplinary Actions	24
21.2	Notice of Disciplinary Action	25
21.3	Pre-Disciplinary Due Process Meeting	25
21.4	Implementation of Discipline	25
21.5	Reprimand	26
21.6	Appeal of Disciplinary Action	26
ARTICLE 22:	INTRODUCTORY PERIOD FOR NEW EMPLOYEES	28
ARTICLE 23:	PERSONNEL RECORDS	28
ARTICLE 24:	POSTING POSITIONS	29
ARTICLE 25:	NO STRIKE/NO LOCKOUT	29
ARTICLE 26:	SEVERABILITY	30
ARTICLE 27:	FULL UNDERSTANDING, MODIFICATION WAIVER	30
Appendix A		32

PREAMBLE: PURPOSE

Both the Marina Coast Water District and the Union agree that the purpose of this Memorandum of Understanding is to ensure that all Marina Coast Water District employees be treated with mutual respect, dignity and fairness. To achieve that goal all rules, practices and policies will be applied equally and impartially.

It is the goal of the Marina Coast Water District and the Union that we all work toward a workplace which is healthy, cooperative, supportive and mutually trusting.

ARTICLE 1: PARTIES

THIS AGREEMENT is made and entered into between the Marina Coast Water District (herein called "MCWD") and the General Teamsters, Local 890 (herein called the "Union").

ARTICLE 2: RECOGNITION

MCWD recognizes the Union as the bargaining agent for all employees in the Management and Confidential Unit. See appendix A.

ARTICLE 3: TERM

This four (4) year Agreement shall remain in full force and effect from the date it is adopted by the District and the Union up to and including June 30, 2023 and thereafter shall continue in effect year by year unless one of the parties hereto notifies the other within 90-120 days immediately preceding the expiration date, of its request to modify, amend or terminate specific sections of this Agreement. Upon receipt from the parties hereto of a timely request to modify, amend or terminate specific sections of the Agreement, the other party shall have ten (10) days to respond.

ARTICLE 4: NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination and free from sexual harassment, as well as unlawful harassment based on ancestry, race, marital status, color, medical condition, mental disability, physical disability, pregnancy, child birth or related medical conditions, national origin, religious creed, political belief, gender, sexual orientation, or any other basis protected by federal, state, or local law, ordinance, or regulation. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Employees may elect to exercise their right to join and participate in the activities of the Union for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion

or interference with any employee with respect to or because of the employee's membership in said Union.

Union represented employees shall not be restricted in their rights to engage in political activity except as set forth in state and federal law.

Any party alleging a violation of this Article shall have the burden of proving the existence of a discriminatory act or acts or proving that, but for such act or acts the alleged injury or damage to the grievant would not have occurred.

ARTICLE 5: UNION RIGHTS

Section 5.1 Representation

The Union has the right to represent employees in the representation unit as specified by state law and the terms of this Agreement, and pursuant to the MCWD Employer-Employee Labor Relations Ordinance.

The Union will notify MCWD and maintain such notice during the terms of this Agreement of its elected officers and directors as well as its staff employees.

MCWD will notify the Union, upon request, of the name and classification of each new employee in the represented unit.

Section 5.2 Access to Work Locations

Reasonable access to employee work locations shall be granted official representatives of the Union, for representational purposes and for the purpose of transmitting information. Authorized Union staff representatives desiring such access shall first request permission from the appropriate management representative, at which time the representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in his/her judgment the visit would interfere with the operations of the facility, in which event the management representative will offer an alternative time and/or location for the visit

Section 5.3 Union Meet and Confer Representatives

Union may select up to three (3) representatives from the Management and Confidential Unit who have each passed their initial introductory period with the MCWD, in addition to its staff members, to act as official representatives. These representatives will represent the Union in jointly scheduled meetings with the MCWD to address matters of mutual concern. The Union will notify the MCWD of the selected unit members. If it is mutually agreed that an issue that results in one or more meet-and-confer meetings, would impact only one of the work sections, then only the representative for that section, in addition to the Union staff person, will attend those meet-and-confer sessions.

The Union section representatives will be granted reasonable time during normal working hours for meeting and conferring with authorized representatives of the MCWD.

Section 5.4 Representation Program

Designated employee shall mean an employee who has served out his/her initial introductory period with the MCWD, and who is a member of and is designated by the Union to assist employees in processing grievances.

The designated employee shall be subject to the following:

- A. The designated employee shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of unit employees and shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the Agreement.
- B. The designated employee shall not conduct Union business on MCWD time, except as specifically authorized by this Memorandum of Understanding.
- C. The designated employee may represent employees against whom disciplinary action is pending, as provided for in employees' Weingarten rights.

Section 5.5 Agency Fee and Dues Deduction

A. Employee Rights

The District and Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Union shall not be compulsory.

B. Payroll Deductions

The District shall deduct from the pay of Union members and pay to the Union the normal and regular monthly Union membership dues as voluntarily authorized in writing by the employee on the District form, subject to the following conditions:

- (1) Such deduction shall be made only upon submission of the District form to the General Manager of the District. Said form shall be duly completed and executed by the employee.
- (2) The District shall not be obligated to put into effect any new, changed or

discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.

C. Payment Method

- (1) A District employee who has not voluntarily made application for membership in the Union within thirty days after employment must, as a condition of employment in the District, pay to the Union a service fee. This fee is in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said employee who is not a member of the Union.
- (2) In the event that an employee does not become a member of the Union or pay such fee directly to the Union, the District shall begin automatic payroll deduction.
- (3) Prior to beginning such automatic payroll deduction, the Union will certify to the District in writing that:
 - (a) The employee whose pay is to be affected by the deduction has:
 1. Refused to join the Union;
 2. Refused to tender the amount of the service fee as defined herein; and,
 3. Not applied for an exemption under Section 5 herein; and,
 - (b) The Union is complying with all applicable regulations regarding the implementation of agency fees including the submission of an annual report to the District and unit members within sixty (60) days after the end of the fiscal year.
- (4) The written certification in "(3)" above shall be a condition precedent to any collection of the service fee by the District.
- (5) The Union will file with the District a copy of the written notice required by law to be sent to non-Union members subject to the service fee.
- (6) Minimum Requirements for Automatic Payroll Deduction of Fee:
 - (a) The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoffs and voluntary leave of absence for more than thirty (30) days.

- (b) When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deduction has priority over Union dues and service fees.

(7) Amount of Fee:

The amount of fee collected from bargaining unit members shall be that allowed by Section 3540.1 of the Government Code.

D. Exemptions to Obligation to Pay Fee

- (1) Any unit member shall be exempted from the requirements of a service fee if such unit member is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a "public employee organization" as defined by Section 3540.1 of the Government Code. In addition, any unit member may be exempted from the service fee if such unit member registers a deep philosophical objection to financially supporting a "public employee organization".
- (2) To register such exemption, the unit member must submit a written statement indicating his/her objection to the General Manager.
- (3) An exempt unit member shall, as an alternative to payment of a service fee to the Union, pay an amount equivalent to such service fee to:
 - (a) Women's Crisis Center
 - (b) Citizenship Project

F. District's Obligation

The District's obligations under this Article are 1) to notify any unit member who has failed to comply with the provisions of this section that, as a condition of employment in the District, such unit member must either become a Union member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and 2) deduct from pay appropriate amounts pursuant to Sections 2 and 4 herein

G. Hold Harmless and Indemnity Provision

The Union shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought

against the District or any of its agents by other than the Union in connection with the administration or enforcement of any section of this Agreement pertaining to representation fees. Such reimbursement shall include costs and attorneys' fees incurred by the District.

Nothing in the above shall require that any employee shall be required to join the Union if they are exempted from such requirement by the provisions of the Meyers-Milias-Brown Act, California Government Code 3500 et seq. The parties shall meet to designate those positions in the unit which are supervisory.

Section 5.6 Bulletin Board

The MCWD will furnish for the use of the Union a bulletin board in the employees break room. Said bulletin board shall be used for the purpose of posting Union official notices and all materials shall state clearly that it is authorized by the Union.

Union agrees that notices posted on MCWD bulletin boards shall not contain anything which may be reasonably construed as maligning MCWD, its representative(s), or any individual in any manner whatsoever.

Nothing in this Memorandum of Understanding or District policy shall be interpreted to prohibit designated Union paid staff or other formally designated representatives from informally discussing matters of mutual concern with individual Board members. Such discussions shall comply with the Brown Act open meeting law requirements, are to be informational only, and do not constitute a substitution for appropriate channels of communication with either District staff or the Board as a whole.

ARTICLE 6: MANAGEMENT RIGHTS

MCWD will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, and not specifically limited by this Memorandum of Understanding, including, but not limited to the following:

- Determine the standards of services offered;
- Determine the standards of selection for employment;
- Direct its employees;
- Take disciplinary action;
- Relieve its employees from duty because of lack of work or for other legitimate reasons;
- Issue and enforce rules and regulations;
- Maintain the efficiency of governmental operations;
- Determine the methods, means and personnel by which MCWD operations are to be conducted;
- Determine job classifications of MCWD employees;
- Exercise complete control and discretion over its work and fulfill all of its legal responsibilities.

All the rights, responsibilities and prerogatives that are inherent in the MCWD by virtue of federal, state, and local laws and regulation provisions cannot be subject to any grievance proceeding.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the MCWD Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

ARTICLE 7: SAFETY

Section 7.1 Obligation

The MCWD will provide a safe and healthful workplace free of recognized hazards. The MCWD agrees to comply with all applicable local state and federal health and safety laws and regulations.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and when possible, to be alert of all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to the appropriate management representatives. If such notice is given in writing, employees will not be required to work in unsafe conditions. However, employees may not leave the worksite. Alternate work may or may not be assigned by the District until the unsafe condition is remedied or until it is determined that no unsafe conditions exist.

Section 7.2 Safety Equipment and Uniforms

MCWD shall provide and maintain appropriate safety clothing and equipment for union represented Technical Support personnel. Such items may include, depending upon assigned duties, laboratory coats and aprons dust masks and non-prescription safety glasses. Up to five (5) coats and aprons shall be cleaned weekly and worn clothing shall be replaced by the MCWD.

MCWD shall provide and maintain the appropriate uniforms for Operations and Maintenance personnel. Such items shall include: Long sleeved shirts and pants and jackets. Shirts and pants shall be cleaned weekly and worn clothing shall be replaced by MCWD.

MCWD will provide up to two--hundred dollars (\$200.00) credit for the purchase of safety-toed boots or safety-toed shoes for the following personnel: Systems Operator I/II/III, Laboratory Supervisor, and engineering classifications that require inspecting as a function of the position. Replacement boots or shoes will be provided on an as-needed basis. Wearing of uniforms and safety boots during all working hours is mandatory for all employees provided with or eligible for reimbursement of same. Uniforms and boots are

to be worn for District purposes only. Obscene or excessive adornment may not be worn. Non-uniform apparel, such as other than MCWD hats, may not be worn.

The District shall provide one pair of prescription safety glasses, upon request, to each employee in Operations and Maintenance and Laboratory personnel. The reimbursement cost for each pair of glasses shall not exceed \$100.

Section 7.3 Ergonomics

The District shall provide office equipment accommodations that ensure ergonomic compliance.

Section 7.4 Hepatitis A & B Vaccinations

MCWD shall continue to maintain coverage, under normal group medical benefits, allowing for Hepatitis A and B vaccinations for individuals who are or will be at increased risk of infection with HAV (Hepatitis A virus).

Section 7.5 Wellness Program

MCWD recognizes its employees are its greatest asset and encourages all staff to participate in a Wellness Program. Participation is voluntary and employees do so at their own risk. To further encourage the wellness of its employees, MCWD authorized employees (upon approval of their immediate supervisor) who participate in aerobic physical exercise (walking, jogging, etc.) to use up to thirty (30) minutes of regular work time for this purpose two (2) days per week.

Exercise is normally done over the lunch break, with an extension of thirty (30) minutes. This amount of time is intended to allow the exercising employee the opportunity to receive a thorough aerobic workout and time to return to work refreshed and relieved of stress.

MCWD will provide educational services to employees on nutrition, disease prevention and management, smoking cessation, obesity, etc. through posters, flyers and brown bag lunches with guest speakers. In addition, the District will offer free, onsite preventive health screenings to all employees provided the employee participates in a workforce health profile.

ARTICLE 8: WAGES

Section 8.1 Wage Increase

Effective July 1, 2019, all Teamster employees' salaries shall be increased by a percentage equal to the increase in the Feb 2018-Feb 2019 CPI-U for the San Francisco Bay area.

Effective July 1, 2020, all Teamster employees' salaries shall be increased by a percentage equal to the increase in the Feb 2019-Feb 2020 CPI-U for the San Francisco Bay area.

Effective July 1, 2021, all Teamster employees' salaries shall be increased by a percentage equal to the increase in the Feb 2020-Feb 2021 CPI-U for the San Francisco Bay area.

Effective July 1, 2022, all Teamster employees' salaries shall be increased by a percentage equal to the increase in the Feb 2021-Feb 2022 CPI-U for the San Francisco Bay area.

Section 8.2 Annual Step Increase

The current practices relative to the granting of performance-based merit increases shall continue for the term of this MOU.

Section 8.3 Longevity Steps

Upon reaching the following anniversaries, employees shall receive longevity pay increases as follows:

10 years of service	5% pay increase
15 years of service	5% pay increase
20 years of service	5% pay increase
25 years of service	2.5% pay increase
30 years of service	2.5% pay increase

The current practices relative to the granting of longevity pay shall continue for the term of this MOU. [The longevity pay is calculated by compounding the steps.](#)

ARTICLE 9: OVERTIME AND WORK WEEK

Section 9.1 Overtime

The following shall apply to all union-represented employees who are statutorily non-exempt from state and federal overtime requirements.

Overtime shall be defined as time actually worked in excess of forty (40) hours in a workweek or eight (8) or nine (9) hours in a workday, depending upon the employee's regularly scheduled shift. All overtime work shall be authorized by the appropriate representatives of management and be paid at time and a half (1.5) or may be credited with the equivalent compensatory time off at the option of the affected employee. Time worked in excess of 12 hours in one workday shall be paid at double time.

For the purpose of this section, paid holiday, vacation, compensatory and sick time off hours shall be considered as hours worked for the purpose of determining overtime.

Compensatory time may be accrued up to a maximum of one hundred and sixty (160) hours. Compensatory time earned in excess of 160 hours shall be paid during the next following pay period. Employees prior to July 1, 2019 that have a balance above 160 hours shall be allowed to reduce their balance gradually and are not eligible to accrue any more compensatory time until their balance is below 160 hours.

Section 9.2 Work Week and Hours

The normal workweek shall be Monday to Friday, eight (8) or nine (9) hours per day depending upon the employee's regularly scheduled shift. In an emergency or in unusual circumstances the workweek may be changed.

For Office and Laboratory personnel, the normal working hours are between 7:30 a.m. to 5:30 p.m. For Operations and Maintenance personnel the normal working hours are between 6:30 a.m. to 4:00 p.m. depending upon job assignment, except for regularly assigned stand-by and weekend duty. For Water Conservation and Engineering, normal working hours are 7:30 a.m. to 5:00 p.m.

Alternative Work Week: A 9/80 Flex Time schedule is available for employees who elect this option. Managers will have the discretion to consider and implement this schedule based on the operational and managerial needs of the District. All employees of the District can request such schedule and the District agrees that the requests will not be unreasonably denied. Participation in the Flex Schedule affects the schedules of others; therefore, once established, changes in flex scheduling can only be changed if approved by the Department Head and General Manager.

ARTICLE 10: SPECIAL PAY PRACTICES

Section 10.1 Call-Back

The following shall apply to all union-represented employees who are statutorily non-exempt from state and federal overtime requirements.

MCWD agrees to guarantee a minimum of two (2) hours of paid time to any worker who, following the completion of his/her workday and departs from his/her place of employment, is called back and must report to a worksite because of work requirements, at times other than normal work hours. Such call backs shall be considered overtime. Responding to such call-backs is mandatory.

Once an employee has initially been called back to duty under call-back conditions, no additional call-back work credit shall be credited for any subsequent call-back, which occurs within the initial call-back minimum period two (2) hours.

Section 10.2 Certification Bonuses

MCWD shall pay one-time bonuses of two-hundred fifty dollars (\$250) per certificate for employees who obtain the following certificates from the California State Water Resources Control Board: Wastewater Treatment Operator II, III, IV, V, from the California Department of Public Health; Water Distribution Operator II, III, IV, V, and Water Treatment Operator II, III, IV, V; and California Water Environment Association; Collection System Maintenance II, III, IV; Laboratory Analyst II, III, IV, V; and American Water Works Association CA-NV; Water Quality Analyst II, III, IV; Water Conservation Practitioner I, II, III and any other pertinent certifications on which the parties may agree.

Employees will be reimbursed after proof of completion of a course of study or exam with regard to the cost of licenses, certificates and renewals which are required to perform his/her job duties.

Section 10.3 Notary Pay

Due to business needs, the District requires the Executive Assistant to the GM/Board to be a Notary Public from the State of California to sign legal documents for the agency. The District pays all costs to obtain this certification. As an incentive to maintain this certification, the Executive Assistant to the GM/Board will receive \$50 per pay period as Special Compensation and in accordance with the California Code of Regulations Section 571(a) and 571(b).

Section 10.4 Education Reimbursement

Based on an employee's submission of a completed Tuition Reimbursement Request form, including the supervisor and General Manager's approval, a regular, full-time employee may be reimbursed up to \$5,000 per year for books and tuition only for a job-related course of study. The employee shall submit the information on the class/program prior to enrollment. If the request form is not submitted in advance of the beginning of the class/course of study, reimbursement may be denied.

Confirmation transcripts or evidence which verifies the student's successful completion of the course (a grade C or better, "pass/fail" completion, a certificate or diploma) must be submitted to Human Resources prior to receiving reimbursement.

ARTICLE 11: INSURANCE

Section 11.1 Health Insurance

The District agrees to pay a portion of the monthly medical/dental/vision insurance premiums for all regular, full-time employees. All employees, including those with eligible dependents shall contribute towards medical/dental/vision/EAP premiums via a payroll deduction. The following amount(s) will be effective beginning July 1, 2019 to January 1, 2023:

Effective January 1, 2020, Teamster employees will pay the following:

Employee only = \$0/month

Employee + 1 dependent = \$132.65*/month + 20% of any increases to medical/dental/vision/EAP premiums

Family coverage = \$170.41*/month + 20% of any increases to medical/dental/vision/EAP premiums

*Amounts will increase annually by 20% of the increase in medical/dental/vision/EAP from the previous January.

At the option of the employee, Marina Coast Water District will provide continued medical benefits for retired District employees provided the minimum requirements established by the District are met. The requirements shall be as follows:

- A. The employee shall be at least 63 years of age and have a total of 20 years of service with the District.
- B. The District will pay 75% of the medical insurance cost for the employees at retirement who meet the requirement stated in item one above.
- C. All employees who exercise this option and who retire with 20 years of service are required to pay 25% of the cost of medical insurance and shall make their payments on the first of each month after retirement. Any retired employee who fails to make the required payment to the District shall have all benefits cancelled if not paid within 30 days of the due date.
- D. District employees shall be notified of the amounts owed to the District at the time of retirement. The amount paid shall be calculated based on 25% of the rates charged by the District's insurance carrier at the time of retirement. The employee shall be notified of any changes in the amount owed each year.

(The above applies only to those that retire after July 1, 2019. Above does not apply to existing retirees)

Section 11.2 Life Insurance

MCWD agrees to provide Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for all regular, full-time employees at an amount equal to two times their annual salary. Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the District shall be subject to tax law provisions.

Employees may purchase additional insurance through payroll deduction at a rate set by the insurance company.

Section 11.3 Short-Term/Long-Term Disability Plan

In addition to State Disability Insurance (SDI), the District provides, at no cost to the employee, a short-term disability plan with a maximum benefit of \$2,000 per week and a 30-day elimination period that supplements SDI and offers up to 2/3 of the employee's base annual salary, subject to the provisions of the contract with the carrier. In addition, the District offers a long-term disability plan with a maximum benefit of \$10,000 per month and a 180-day elimination period.

Section 11.4 Retirement

MCWD agrees to continue to provide the following retirement benefits:

A. Tier 1 Employees (Classic Employees)

For employees hired prior to January 1, 2013, the District will continue to provide the 2% @ 60 formula. The same 2% @ 60 will be provided to new employees who were previously employed by the District or newly hired employees who were previously in the Public Employees Retirement System (PERS) or reciprocal agency and have less than a 180-day break in service are covered by this formula.

Basic PERS 2% @ 60 formula with:

- a. Social Security
- b. Sick Leave conversion
- c. Highest twelve (12) months compensation for purposes of determining final compensation
- d. Military Service credit as Prior Service
- e. Value of Employer-Paid Member Contributions (EPMC) to PERS reported as additional compensation, as provided for under Government Code Section 20636(c) This shall apply to all Union members.

MCWD pays 100% of employer/employee contributions.

B. Tier 2 Employees (PEPRA Employees)

For employees hired after January 1, 2013 who have not previously been enrolled in PERS or reciprocal agency or they have more than a 180-day break in service they will be placed in Tier 2. Tier 2 for those employees is the 2% @ 62 formula. Effective July 1, 2015, PEPRA Employees will pay 100% of the employee contribution on a pre-tax basis through an IRC 414(h)(2) plan. Basic Public Employees Retirements Systems (PERS) 2% @ 62 formula with:

- a. Social Security
- b. Sick Leave conversion
- c. Highest thirty-six (36) consecutive months of service for purposes of determining final compensation
- d. Military Service credit as Prior Service

Section 11.5 Labor-Management Cost Containment Committee

MCWD and the Union agree to form a labor-management committee consisting of two (2) representatives from each bargaining unit and will include the General Manager and the HR/Risk Administrator. The purpose of the committee is to study methods and plans to reduce the cost of the insurance benefits to the MCWD and examine possible alternatives to the current medical insurance plan. Recommendations from this committee are expected to be submitted prior to the expiration of this contract.

Section 11.6 Employee Assistance Program (EAP)

MCWD agrees to provide a confidential EAP benefit to all eligible employees and their dependent(s). This program is provided to promote employee health and well-being when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP covered services include six (6) assessment/counseling sessions or financial/legal services for each incident of treatment.

Section 11.7 Insurance Administration

The MCWD continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include, but are not limited to, the right to select the carriers and insurance claims administrators after consideration of the recommendations of the health insurance labor-management committee and prior meeting and consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized.

ARTICLE 12: HOLIDAYS

The following listed days shall be observed during the term of this MOU as legal holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Working day immediately preceding Christmas Day
- Christmas Day
- Employee's Birthday
- Floating Holiday

Observed holidays falling on Saturday will be celebrated on Friday; those falling on Sunday will be celebrated on Monday. Employee Birthday and Floating Holiday may be taken at any time during the calendar year upon approval of the department supervisor.

Union represented employees who are statutorily non-exempt from state and federal overtime requirements and who may be required to work on a holiday will be permitted to choose compensation in the form of compensatory time off at double time and one half the regular salary rate for the holiday worked, or monetary payment for the day. If the monetary payment is selected, it will result in the employee getting payment of double time and one half if the total credited hours for the week exceed forty (40).

ARTICLE 13: VACATION

Section 13.1 Accrual

The following vacation schedule shall apply:

Year of Service	Days/Hours accrued Bi-weekly
1	10 working days per year (3.08 hours bi-weekly accrual)
2-3	11 working days per year (3.38 hours bi-weekly accrual)
4-10	16 working days per year (4.92 hours bi-weekly accrual)
11+	20 working days per years (6.16 hours bi-weekly accrual)

Vacation time will accrue through the year and will be pro-rated and credited at the end of each pay period. The maximum accrual allowance shall be two hundred and sixty (260) hours. Vacation time earned in excess of 260 hours shall be paid during the next following pay period. Vacation leave cannot be used by new employees during their initial introductory period, unless approved, in advance, by the General Manager.

Prior to approving a request for vacation, it is the responsibility of the manager/supervisor or designee to confirm that the employee has, or will have, the requested time available. Any unposted leave accruals are not eligible for use at the time the scheduled vacation starts.

Section 13.2 Advance Approval and Cancellation Notice

- A. Application for approval of vacation leave shall be made no less than ten (10) working days in advance. Approval of vacation leave for less than five (5) working days can be approved at the discretion of the immediate supervisor.
- B. MCWD shall provide at least seven (7) working days' notice to employees if, due to workload requirements, an employee will not be able to take his/her pre-authorized vacation, unless emergency situations require a shorter notice. MCWD will authorize vacations as soon as operationally possible.

Section 13.3 Payout on Termination

The MCWD shall, upon termination or resignation of an employee, compensate that employee for his/her accrued vacation and compensatory time at his/her current rate of pay.

Section 13.4 Cash-Out

Employees may elect to cash out accumulated vacation time provided that the employee maintains at least forty (40) hours of accrued vacation credit. Cash-out must be done in conjunction with a regular paycheck.

ARTICLE 14: SICK LEAVE

Section 14.1 Accrual Rate

Sick Leave time will accrue through the year and will be pro-rated and credited at the end of each pay period. Employees shall accrue one day per calendar month with an unlimited accumulation amount.

Notification of illness shall be made as soon as possible and no later than 1 hour after the start of the workday, if at all possible.

After three (3) days of consecutive sick leave, an explanation of the employee's illness shall be submitted by the employee's physician along with a release by the physician to return to work and a statement by the physician that the employee is physically able to perform their job.

Employees who use two (2) days or less of their annual sick leave entitlement will be given the opportunity at the end of the calendar year to convert two (2) of the remaining sick leave days into vacation, or let the sick leave days accumulate. Sick leave used for doctor/dentist appointments during work hours will not be subject to this.

Section 14.2 Retirement Payoff

After ten years of continuous service, or at age of sixty years or above, upon termination or retirement, an employee shall be paid for sixty (60%) of his/her accumulated sick leave up to a maximum of 240 hours. All payments will be made at the current rate of pay. Employees hired after January 1, 2013 are not eligible for this benefit.

ARTICLE 15: LEAVES

Section 15.1 General Information

In accordance with State and Federal regulations, MCWD will continue to pay MCWD's normal contribution of the employee only health benefits for the first twelve (12) weeks

of a disability-related leave of absence under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Act (PDA). The normal MCWD-paid premiums for benefits for all other leaves of absence will continue only through the end of the month in which the leave begins. Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, and except where otherwise mandated by State or Federal law. In these cases, if an employee wishes to continue health benefits, he/she must elect to continue them under COBRA.

When the employee returns from leave, MCWD will again provide benefits according to the applicable plans.

It is the *employee's responsibility* to ensure that MCWD receives all necessary documentation regarding the leave and any subsequent requests for extension. Employees absent without leave and those who fail to return to work promptly at the end of a leave are considered to have voluntarily resigned his/her positions.

Benefit accruals, such as sick, vacation, management and holiday benefits, will be suspended during unpaid leaves, and will resume upon the employee's return to active employment. Employee performance and wage and salary review dates will also be adjusted by the total amount of time taken for leaves of absence exceeding thirty (30) consecutive calendar days.

MCWD will attempt to accommodate employees returning to work from injuries, illnesses or other disabilities with short-term "modified duty" assignments when practical. Please refer to Section 17 for accommodation process. Such accommodations may be made depending upon the extent and nature of the work restrictions imposed by the health care provider, the anticipated duration of the restrictions, the availability of modified duty assignments, and other relevant considerations.

Instances may exist where two (2) or more leave of absence policies provide overlapping protection for eligible employees. It is the intention of MCWD's policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. *This means that all leaves of absence run concurrently as provided by law.*

The leave shall be unpaid except that an employee may elect to be paid by using any accrued sick leave, compensatory, vacation, or management leave benefits. The substitution of paid leave does not extend the total duration of FMLA/CFRA to which an employee is entitled beyond twelve (12) weeks in a twelve (12)-month period.

Accordingly, any leave of absence that is taken by an employee under any policy that could have been taken under any other policy of MCWD (if the employee had requested to do so) shall be credited against the maximum limit on leaves established in each of the policies that provided the employee a basis to request a leave of absence.

All leave requests should be submitted and approved in advance. See the HR/Risk Administrator for appropriate forms and specific information. When leaves are foreseeable, the employee must provide at least thirty (30) days advance notice. If the leave is not foreseeable, the employee must provide notice as soon as practicable.

Section 15.2 Military Leave

Every employee of MCWD shall be granted military leaves of absence and other benefits as provided in Division II, Part I, Chapter VII of the Military and Veteran's Code of the State of California and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 15.3 On the Job Injury Leave

An employee may choose to apply his/her accrued sick leave and/or vacation during an on-the-job-injury leave until he/she becomes eligible for other benefits, thereafter he/she may elect to apply pro-rated accrued sick leave, to the extent of his/her recorded sick leave and to receive compensation from MCWD together with that to which he/she is entitled under the California Worker's Compensation Law, to equal his/her regular MCWD salary, including SDI benefits. When an on the job injury or illness does occur, a written statement from the employee is required within twenty-four (24) hours to be submitted to the HR/Risk Administrator. MCWD will continue to provide health benefits for each employee on a job injury or illness leave as long as the employee continues to use pro-rated, accrued sick leave and/or vacation leave to equal normal salary, and until such sick leave and/or vacation leave are expended or such time as the employee returns to active employment or resigns from MCWD.

Section 15.4 Bereavement Leave

Employees shall be entitled up to three (3) days of paid leave for a death of a family member. A family member includes the employee's spouse or State-registered domestic partner and the following persons related to the employee or spouse or State-registered domestic partner: mother, father, brother, sister, child, step-child, grandparents, grandchild, or legal guardian. Such leave shall be separate from sick leave and vacation and is to be used within two (2) weeks upon the death of the family member. Up to five (5) days may be granted for exceptional circumstances acceptable to the General Manager.

Upon approval, employees may use either accumulated sick leave and/or vacation leave if more time off is necessary.

Section 15.5 Jury Duty

Jury duty shall be considered leave with pay provided the unit member submits a copy of the jury summons and documentation indicating the dates and times of jury service to his/her supervisor. An employee, while serving on jury duty will receive pay in the

amount of the difference between the employee's regular earnings and any amount received for jury service. The employee may retain any fee paid as a travel allowance.

Section 15.6 Management Leave

Union represented employees who are exempt from state and federal overtime requirements shall continue to be permitted to take management leave in recognition of the special requirements of their jobs. Management leave shall be accrued on a bi-weekly basis at the rate of 3.077 hours per pay period. The maximum accrual allowance for management leave will be eighty (80) hours per fiscal year. Management leave earned by the end of each fiscal year shall be taken within the first quarter of the following fiscal year. Any management leave not used by the end of the first quarter of the following fiscal year will be paid out to the employee during the next payroll period.

Section 15.7 Voluntary Furlough Without Pay

The following shall apply to the "Voluntary Furlough Without Pay Plan:

- a. No form of salary compensation may be taken (i.e. vacation, compensatory time, management leave). Paid holidays which occur during the furlough period will continue to be paid as usual.
- b. All existing benefits that have been paid by the District shall continue to be paid by the District and all deductions previously paid by the employee shall continue to be taken out of the employee's check when a check has been issued with sufficient funds. In other cases, it shall be the employee's responsibility to make arrangement to pay his/her portion of benefits or other payroll deductions. This includes, but is not limited to, health, union dues, court ordered payments, voluntary supplemental life insurance premiums and voluntary supplemental health insurance such as AFLAC.
- c. No loss of seniority or break in service will be suffered by the employee.
- d. All benefits shall accrue as if the employee were working (i.e., vacation, sick leave).
- e. An employee may take up to forty (40) hours of voluntary furlough without pay at any one time in a fiscal year. A written request must be approved, in advance, by the employee's manager. Shorter increments of time (no less than four (4) hours) may be requested, subject to approval by the department manager. The manager may accept or reject a request for furlough after consideration of the employee's position and department workload.
- f. Employees with accrued vacation and/or compensatory time in excess of the District maximum may not participate in this plan until they are in compliance with the maximum hours allowed.
- g. Taking unpaid furlough should not result in the need for any other employee to work overtime.

If you have any questions, please contact the HR/Risk Administrator.

ARTICLE 16: DEFERRED COMPENSATION

The District shall make available a 457 deferred compensation plan for all bargaining unit employees. The District's 457 Deferred Compensation Plan allows employees, on a voluntary basis, to authorize a portion of their salary to be withheld and invested at their direction for payment upon termination of employment or retirement. All contributions are deducted from employees' salary on a pre-tax basis. Upon withdrawal from the Plan, participants will be responsible for appropriate taxes.

MCWD will match an employee contribution up to a maximum of \$2,000 per year. Comp match to be on a calendar year basis starting July 1, 2019.

MCWD will comply with IRS regulations regarding maximum contributions and provisions of tax laws.

ARTICLE 17: PRE-TAX VOUCHERS

MCWD shall provide a pre-tax voucher system for bargaining unit employees' dependent care expenses.

ARTICLE 18: ~~WORKING OUT OF CLASSIFICATION~~ TEMPORARY UPGRADE PAY

When an employee covered by the provisions of this Agreement is assigned through a personnel action form to perform the primary and essential duties of a higher paid vacant position, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). The assignment must be for over twenty (20) days in a calendar year. Such additional compensation will normally begin on the twenty first (21st) working day after assignment to the higher position or earlier, subject to the discretion of the General Manager.

Note: Temporary upgrade pay is not reportable for PEPRA Members.

ARTICLE 19: LAYOFF POLICY

The District may lay off employees because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or cause outside District's direct control.

For purposes of layoff, seniority shall be defined as length of continuous service while an employee of the District. Layoff of employees within each category of employment status and within a targeted job classification shall be based on seniority unless the employee's past job performance or disciplinary record justifies an exception to seniority ranking.

Layoffs shall be made among all employees in the same job classification within the District in the following order:

- A. Temporary employees.
- B. Introductory employees.
- C. Regular employees.

ARTICLE 20: GRIEVANCE PROCEDURE

Section 20.1 Grievance Defined

A grievance includes every dispute concerning application or interpretation of this Memorandum of Understanding by an employee adversely effected thereby, but shall not include the following:

- A. Disciplinary actions as defined herein, which shall be subject to appeal through the procedure contained in this Agreement for the appeal of disciplinary actions;
- B. Complaints regarding Occupational Health and Safety, or Workers' Compensation or the applicable procedures for such complaints;
- C. The exercise of any MCWD rights as specified in this Memorandum of Understanding, so long as the exercise of such rights does not conflict with other provisions of this Agreement;
- D. Any impasse or dispute in the meet and confer process;
- E. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements.

The Union shall be entitled to file a grievance on behalf of an employee adversely affected by a grievable matter.

The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Article 5 of this Agreement.

Section 20.2 No Discrimination

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

Section 20.3 Time Limits

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties, and any such extension must be confirmed in writing.

If, at any stage, of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level within the time limits set forth.

Failure to submit the grievance within the time limits imposed shall terminate the grievance process, unless the time limits have been extended by mutual agreement, and the grievance shall not be subject to further appeal or reconsideration.

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

Section 20.4 Grievance Procedure Steps

Step 1: Discussion with Immediate Supervisor

Within thirty (30) days of when the grievant knew or reasonably should have known of the act or omission, which gave rise to the grievance the grievant shall first discuss a grievance informally with his/her immediate supervisor. Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within three (3) working days of the informal discussion between the grievant and supervisor. In the event of a sexual harassment grievance, the employee is not required to discuss the grievance with the immediate supervisor, and may start the grievance process at Step 2.

Step 2: Formal Written Procedure

- A. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing on to his/her Department Head within five (5) working days after receipt of the immediate supervisor's verbal response.
- B. Within five (5) working days of receipt of the grievance, the Department Head shall:
 - (1) Meet the grievant to discuss the grievance at the request of concerned parties (i.e., the grievant, the grievant's representative, or the supervisor);
 - (2) Deliver his/her written decision outlining the reasons behind the decision to the grievant and his/her representative within three (3) working days following the meeting, if held; if no meeting was held, within seven (7) working days of the receipt of the grievance.

Step 3: General Manager Review

This step applies only to union represented employees who did not submit the written grievance to the General Manager at Step 2.

- A. If a grievance is not settled at Step 2 of this procedure, the grievance may be appealed to the General Manager in writing within ten (10) working days from the receipt of the decision of the immediate supervisor or his/her failure to respond to the grievance. In submitting the grievance to Step 3, the grievant or grievant's representative may request a meeting with the General Manager.
- B. Within five (5) working days of receipt of the grievance, the General Manager shall:
 - (1) Meet the grievant to discuss the grievance at the request of the concerned parties (i.e., the grievant, the grievant's representative, or the supervisor);
 - (2) Deliver his/her written decision outlining the reasons behind the decision to the grievant and his/her representative within three (3) working days following the meeting.

Step 4: Mediation/Recommendation for Union Represented Employees

- A. If a grievance is not settled when appealed to the General Manager, the grievant may request that the matter be referred to mediation/Recommendation by requesting a mediator from the California Mediation and Conciliation Service in writing within ten (10) working days from the receipt of decision of the General Manager or his/her failure to respond to the grievance. A copy of the request will be sent to the General Manager.
- B. At the earliest possible date which can be arranged between the Mediator, the General Manager and the Union, the Mediator shall:
 - (1) Meet with the parties and attempt to find a mutually acceptable resolution to the grievance,
 - (2) If a mediated solution is not attained render a confidential written recommended finding as to the facts of the grievance and a proposed remedy and rationale therefore,
 - (3) Deliver his/her written recommendation to the General Manager, grievant, and his/her representative as soon as possible.

Step 5: MCWD Board of Directors Review and Determination

- A. If the employee does not agree with the written decision of the General

Manager, within five (5) days after receipt of the General Manager's decision, or the recommendation of the mediator if Step 4 is utilized, he/she can appeal to the MCWD Board of Directors by addressing the appeal to the President of MCWD Board.

- B. The MCWD Board will schedule the appeal for consideration as soon as possible after receipt of the request, but not later than thirty (30) days after the date of filing of the notice of appeal.
- C. Either party may submit written argument to the Directors. The written argument must be submitted within at least five (5) working days prior to the hearing.
- D. Each party shall be allotted fifteen (15) minutes for presentation of oral argument to the Directors.
- E. The Directors may affirm, reverse, or modify the decision of the General Manager or remand the grievance for further review by the General Manager or by the Mediator if Step 4 is utilized. The Directors shall consider the recommendation of the mediator in making their decision. The Directors may remand the grievance no more than one time. In such event the existing timelines shall be observed. The decision of the Directors shall be final and binding on the parties.

ARTICLE 21: DISCIPLINARY ACTION

Section 21.1 Disciplinary Actions

The objective of any disciplinary action is to correct less than satisfactory performance and to bring a worker's performance up to District standards. Disciplinary action is not primarily punitive in intent, but is intended to be corrective action.

The appointing authority may take disciplinary action against any employee, provided that the rules and regulations prescribed herein are followed and that employee who is not on introductory status has the right to appeal pursuant to this article, except as herein provided. As used in this article, "disciplinary action" shall mean formal written reprimand, suspension, disciplinary demotion, disciplinary probation, or dismissal. No employee shall be discharged or disciplined without just cause and the principles of progressive discipline shall be followed. Regular, full-time employees shall be subject to disciplinary action by the General Manager only in accordance with the procedures set forth below.

As part of the District's progressive disciplinary process, an employee may be placed on disciplinary probation for a specified period of time not to exceed four (4) months for each instance, with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent disciplinary action may be taken, up to and including termination.

Section 21.2 Notice of Disciplinary Action

In order to institute disciplinary action, the appointing authority shall serve notice of the proposed disciplinary action in accordance with the following procedures:

Except as otherwise provided herein or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for formal reprimand) shall be delivered to the employee, either personally or by the US Postal Service, to the current address listed on the employee's most recent personnel action form, no less than five (5) calendar days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action;
- B. The effective date of the action;
- C. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and,
- E. A statement advising the employee of his/her right to respond either verbally or in writing to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date and the right to be represented in that response. The statement shall also refer to that section of this Agreement titled "Appeals from Disciplinary Action" and state that members of the bargaining unit are represented by General Teamsters, Local 890 and shall give the address and telephone number of the Union office.

Section 21.3 Pre-Disciplinary Due Process Meeting

If the employee does not waive his/her right to a Skelly meeting, the General Manager shall conduct an informal meeting to allow the employee to respond to the charges made. The employee may present information and respond to questions personally or through his/her representative.

The General Manager shall give the employee written notice of the decision which shall be reached within five (5) working days after said meeting.

Section 21.4 Implementation of Discipline

In the case of a suspension without pay of one (1) working days or less, or a suspension with pay of twenty (20) working days or less, the suspension may be

imposed by a single notice containing items A, B, C, D & E above. This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

Except as provided above, in order to implement the proposed disciplinary action of a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee, either personally or by the US Postal Service to the current address listed on the employee's most recent Personnel Action form, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C, D & E above and, in addition, shall include a statement as to the right to appeal and representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action and shall include a statement that members of the bargaining unit are represented by the General Teamsters, Local 890 with the address and telephone number of the Union office.

Section 21.5 Reprimand

An appointing authority may reprimand an employee by furnishing him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be given to the General Manager for inclusion in the employee's personnel file and shall not be subject to appeal, but the employee and/or his/her representative shall have the right to discuss the reprimand, or notice of reprimand during normal business hours, with the supervisor issuing the reprimand within 3 working days of receipt of reprimand.

Disciplinary reprimands shall be removed from the employee's personnel file after the second year of their issuance, upon the employee's request, and if the employee does not receive any further disciplinary action in the two-year period.

Section 21.6 Appeal of Disciplinary Action

A. Appeal

If an employee who has had a pre-disciplinary due process (Skelly) meeting wishes to appeal the decision of the General Manager further, and who has completed his/her six (6) months probationary status, he/she shall file with the MCWD Board of Directors no later than the fifteenth (15th) day after receipt of said notice of disciplinary action.

Should said fifteenth (15th) day fall on a day in which offices of the MCWD are not open for business, the time within which said notice of appeal may be filed shall be extended until 5:00 p.m. of the next following day when MCWD offices are open for business.

B. Time of Hearing -- Notice

A hearing by the MCWD Directors or by a Hearing Officer appointed by the Board, relating to the validity of the charges upon which the disciplinary action was based shall commence not later than thirty (30) days after the date of the filing of the notice of appeal. Upon request of the employee, the MCWD Board shall appoint a Hearing Officer who shall be selected by the parties by alternate striking from a list provided by the State Mediation and Conciliation Service. Absent a request from the employee, the MCWD Board may choose to appoint a Hearing Officer or to have the matter heard by the Directors.

The appellant employee shall be given not less than ten (10) days written notice of the date, time, and place of said hearing of the Directors or the Hearing Officer. Said notice of the date, time, and place of hearing shall be effective upon its deposit in the US mail, postage prepaid with return receipt requested, and addressed to the last known address of the appellant as set forth in the appellant employee's personnel file.

C. Conduct of Hearing

At the time and place designated, the MCWD Board of Directors or Hearing Officer shall hold a hearing for the purpose of determining the validity of the charges brought against the appellant employee and of the reasonableness of the discipline imposed pursuant to said charges. Such hearing shall be closed to the public unless otherwise requested by the appellant employee. The appellant employee may be present and have the right to be represented by counsel.

The hearing may be continued from time to time and at the end of such presentation the MCWD Board of Directors or Hearing Officer may take the evidence under consideration for a reasonable period of time before announcing its decision in the matter.

D. Hearing

The General Manager and the appellant employee may call witnesses, shall have the right of cross-examination and may present documentary and demonstrative evidence.

E. Recommendation of Hearing Officer

If a Hearing Officer is appointed by the MCWD Board of Directors a non-binding advisory opinion or recommendation shall be presented in writing to the MCWD Board as soon as possible after the hearing is complete.

The advisory opinion shall include recommended findings of fact, a recommended decision on the merits of discipline, and may include recommendations to modify

or reverse the disciplinary action. If the Hearing Officer is provided by the California Mediation and Conciliation Service, the Hearing Officer shall first attempt to mediate the question between the parties.

F. Decision of MCWD Board of Directors

The decision of the MCWD Board of Directors shall designate express findings of the charges upon which the disciplinary action was based and may wholly reverse or affirm the disciplinary action imposed by the General Manager or modify the severity of the same.

G. Loss of Salary

If the discipline action of the General Manager is wholly reversed by the MCWD Board of Directors, or the severity of discipline imposed is partially reversed, the appellant employee shall be entitled, upon the decision of the Directors or Hearing Officer, to complete or partial reinstatement, as the case may be, and shall be entitled to reimbursement from MCWD funds of that salary forfeited by virtue of that portion of the disciplinary action which was overruled by the MCWD Board of Directors.

H. Appeals of Decision

The findings and decision of the MCWD Board of Directors on appeal shall be final and conclusive on all parties, and not subject to the grievance procedures provided for in this contract.

ARTICLE 22: INTRODUCTORY PERIOD FOR NEW EMPLOYEES

All new employees of MCWD shall be subject to an introductory period of six (6) months. New employees in their introductory period are considered at-will employees.

The introductory period may be extended no more than two (2) months by the General Manager pending qualifications, demonstration of work habits and performance on the job. An introductory employee may be released at any time that his/her performance is determined unsatisfactory and therefore unsuitable for permanent assignment.

ARTICLE 23: PERSONNEL RECORDS

The MCWD and Union agree that personnel records are not subject to public inspection.

All Personnel records are and remain the property of MCWD.

Employees shall have the right to inspect, review and receive a copy of any official record relating to his/her performance as an employee which is kept or maintained by MCWD.

When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have the opportunity to read and receive a copy of the adverse entry.

An employee, or staff representative of the Union with prior written consent of the employee, may upon request inspect that employee's personnel file during regular business hours by appointment.

The HR/Risk Administrator shall keep the official personnel records of all employees.

Notwithstanding any other provision of this item, MCWD and the Union agree that an employee is not entitled to inspect or review such documents as reference letters, records pertaining to investigation of a possible criminal offense, or material designated confidential by law.

ARTICLE 24: POSTING POSITIONS

The District agrees to post in-house for five (5) workdays, before recruiting externally, when they intend to fill new or existing or permanent positions authorized by the Board. Additionally, the District shall provide the Union steward or designee with a copy of the posting prior to the date of the internal posting. This provision does not apply when recruiting temporary, interim or term Personnel. The District shall encourage unsuccessful internal candidates to receive confidential career counseling from District Supervisory Personnel as feedback for professional development and preparation for future opportunities.

ARTICLE 25: NO STRIKE/NO LOCKOUT

The parties to this MOU recognize and acknowledge that the services performed by MCWD employees are essential to the public. The Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), nor to curtail any work or restrict any production, or interfere with any operation of MCWD during the term of this agreement. In the event of any such work-stoppage by any member of the bargaining unit, MCWD shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage, during the term of this Memorandum of Understanding, whether by the Union or by any member of the bargaining unit, the Union, by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon MCWD in the event of any work stoppage the Union promptly and in good faith performs the obligations of this paragraph, and providing the Union had not otherwise authorized such work stoppage, the Union shall not be liable for any damages cause by

the violation of this provision. MCWD shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and MCWD shall also have the right to seek full legal redress, including damages, as against any such employee, as long as not in violation of his/her rights under the United States Law or Constitution or the California State Law or Constitution.

In turn, the MCWD agrees not to lockout any employee during the term of this Memorandum of Understanding.

ARTICLE 26: SEVERABILITY

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 27: FULL UNDERSTANDING, MODIFICATION WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in this Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. MCWD assures the Union that unless changes are warranted by operational necessity, it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation or wages, hours and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum of Understanding.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this Memorandum of Understanding.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the MCWD's Board of Directors.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

THIS MEMORANDUM OF UNDERSTANDING ENTERED INTO THIS 25th DAY of JUNE 2019.

MANAGEMENT AND CONFIDENTIAL
UNIT, TEAMSTERS, LOCAL 890

MARINA COAST WATER DISTRICT

Paula Riso, Bargaining Committee

President, MCWD Board of Directors

Jorge Valenzuela
Union Representative

Vice President, Board of Directors

General Manager

APPENDIX A
MARINA COAST WATER DISTRICT
LIST OF CLASSIFICATIONS

Associate Engineer
Director of Administrative Services
District Engineer
Executive Assistant to the GM/Board
IT Administrator
Operations and Maintenance Manager
Senior Engineer
Water Resources Manager

*Director of Finance
*Project Manager
*Water Conservation Coordinator
*Water Quality Manager

*Authorized positions not funded at this time.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 5-D

Meeting Date: August 27, 2020

Prepared By: Keith Van Der Maaten

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-56 to Censure Director Peter Le for Violating the Board Procedures Manual

Staff Recommendation: That the Board consider adoption of Resolution No. 2020-56 to Censure Director Peter Le for Violating the Board Procedures Manual.

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

On July 20, 2020, staff received an email request from Director Zefferman to consider censure of Director Peter Le for violation of Section 15 of the MCWD Board Procedures Manual, which states “Board Members shall refrain from publicly censuring or criticizing members of the District staff”. The alleged violation by Director Le occurred on or about July 4, 2020, when Director Le posted statements about District staff on a social media site known as “Nextdoor”.

Additionally, on July 29, 2020, staff received an email from Richard Andazola, the District’s Teamsters Union Representative, stating “The Union demands Peter Le cease and desist in his attacks and bullying against our members, he apologize and rescind his false statements and that the District investigate and take all necessary action to insure Director Le stop these violations of conduct and that all affected employees are made whole in every way”. Earlier in the email, Mr. Andazola states, “Teamsters Local 890 hereby files a formal complaint and requests an investigation into this unacceptable behavior/attack on our members and the MCWD.” The email contains additional comments on the alleged violations of the Board Procedures Manual.

The Board has considered prior actions against Director Le for his treatment of District Employees. On January 6, 2014, an employee complaint was brought before the Board regarding Director Le. The Board voted to censure Director Le at the April 7, 2014 board meeting. Again, at the December 1, 2014 Board meeting, a separate employee complaint was made against Director Le and the Board voted not to censure Director Le.

Staff informally investigated the recent complaints and consulted with District’s special legal counsel, Liebert Cassidy Whitmore, regarding the appropriate steps in responding to the complaints. Based on California’s Brown Act, complaints against a public agency director, when considered by the public agency’s Board of Directors, must be conducted at a noticed public meeting in open session.

Discussion/Analysis: As a result of the investigation, staff prepared an Agenda Transmittal for the Board’s August 17, 2020 regular meeting, to “Consider Complaints Against Director Le for Alleged Violations of the Board Procedures Manual and Provide Direction to Staff.” In addition to including Director Zefferman and Mr. Andazola’s request, the Agenda Transmittal included Resolution No. 2014-12 dated April 7, 2014, wherein the then-Board voted to censure Director Le for violating various sections of the Board Procedures Manual, including Section 15. It also

included an Agenda Transmittal dated December 1, 2014, to consider censuring Director Le for another incident for which a majority of the then-Board declined to vote for censure.

At the August 17, 2020 Board meeting, staff reported the results of the investigation as was provided in the Agenda Transmittal. Director Zefferman and Mr. Andazola spoke in support of their respective requests. Director Le provided his response and defense. One of the employees represented by Teamsters Local 890 explained how the order of roll call votes is determined, that all Board minutes are approved by vote of the Board, that before approving minutes the Board considers any corrections raised by a Director, staff, or the public, that District staff do not record closed sessions without specific Board authorization, and an explanation of how the Board's electronic recorder operated to avoid any confusion as to when and when not it was recording.

At the August 17, 2020 meeting, the Board, by motion, directed staff to prepare a resolution censuring Director Peter Le and to bring the resolution back to the Board to take action.

Environmental Review Compliance: None required.

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

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2020-56.

Action Required: X Resolution _____Motion _____Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 27, 2020

Resolution No. 2020-56
Resolution of the Board of Directors
Marina Coast Water District
Censuring Director Peter Le

RESOLVED by the Board of Directors (“Board”) of the Marina Coast Water District (“District”), at a special meeting duly called and held on August 27, 2020, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

RECITALS

A. Director Peter Le is a member of the Marina Coast Water District Board of Directors.

B. On or about July 4, 2020, Director Le caused the below items to be published on the social media site NextDoor (referred to herein as the “Posting”) which, among other things, stated:

(1) “[O]n recent Board meetings, MCWD District staff did not rotate the roll call votes on motions. Why did staff do this? I believe staff tried inappropriately to manipulate and influence the Directors’ votes on these motions.”

(2) “Additionally, the Board minutes were supposed to be action-type minutes as directed by the Board; like action minutes of many other public agencies. But the Board minutes frequently included rosy comments to either District or staff and all comments that may involve potential litigation. Staff also manipulated the Board minutes to NOT include any comments that were either critical to the District or comments that showed errors, omission, mistakes made by the District and/or staff. I have pointed out several omissions and errors to the Board minutes in the past. But this practice never stopped and the Board minutes were still not an action-minute type.”

(3) “Furthermore, District staff illegally recorded the Board discussions during closed sessions. I have informed the Board President, District Counsel, staff, and other attorneys of this matter. Why did MCWD staff want to record the Board closed-session discussions without expressed permission from the Board?”

C. Section 15, Comments by Directors Concerning District Staff Members, of the Board Procedures Manual amended June 25, 2019, states:

“Board members shall refrain from publicly censuring or criticizing members of the District staff. Such criticism shall be given in private communications through the General Manager. Directors should also be aware that their free speech rights may be limited when it comes to certain information related to District staff. Examples of such information include employee medical, employee disciplinary actions and specific compensation information regarding an employee. Districts should check with the General Manager

before publicly revealing any information regarding specific District staff members that might be considered negative, slanderous, disrespectful or discriminatory.”

D. When a District employee is accused of wrongdoing by a Director, the employee is entitled to due process rights and substantive rights under the Brown Act, the Board Procedures Manual, the District’s Employee Handbook, and privacy laws.

E. By letter dated July 20, 2020, Director Matt Zefferman requested the Board consider censuring Director Le for violation of Section 15 of the Board Procedures Manual because of the Posting for Director Le’s public criticism of District staff.

F. In addition, Mr. Richard Andazola, representative of Teamsters Local 890, on behalf of the two District employees responsible for calling roll call votes, preparation of minutes, and/or recording of Board meetings, sent the District an email dated July 29, 2020. The email stated that it was a formal complaint and, among other things, requested an investigation into Director Le’s Posting.

G. In response to Director Zefferman’s and Mr. Andazola’s requests, General Manager Keith Van Der Maaten conducted an informal investigation into the matter and was advised by the District’s Special Legal Counsel, Liebert Cassidy Whitmore. As a result of his investigation, General Manager Van Der Maaten prepared an Agenda Transmittal for the Board’s August 17, 2020 regular meeting, to “Consider Complaints Against Director Le for Alleged Violations of the Board Procedures Manual and Provide Direction to Staff.” In addition to including Director Zefferman and Mr. Andazola’s request, the Agenda Transmittal included Resolution No. 2014-12 dated April 7, 2014, wherein the then-Board voted to censure Director Le for violating various sections of the Board Procedures Manual, including Section 15. It also included an Agenda Transmittal dated December 1, 2014, to consider censuring Director Le for another incident for which a majority of the then-Board declined to vote for censure.

H. At the August 17, 2020 Board meeting, General Manager Van Der Maaten reported the results of his investigation as was provided in his Agenda Transmittal. Director Zefferman and Mr. Andazola spoke in support of their respective requests. Director Le provided his response and defense. One of the employees represented by Teamsters Local 890 explained how the order of roll call votes is determined, that all Board minutes are approved by vote of the Board, that before approving minutes the Board considers any corrections raised by a Director, staff, or the public, that District staff do not record closed sessions without specific Board authorization, and an explanation of how the Board’s electronic recorder operated to avoid any confusion as to when and when not it was recording.

I. District Legal Counsel Roger Masuda verified that Director Le in a February 24, 2020 email sent to the Board President, Legal Counsel Masuda, and District special legal counsels included a statement by Director Le that he “noticed that MCWD staff recorded discussions during closed sessions.” Mr. Masuda reported that he talked with District employees who verified that no closed session had been recorded, which was also verified by the District employee’s statement set forth in Recital H.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Marina Coast Water District does hereby find after considering all of the documentary and oral evidence presented:

1. Section 15 of the Board Procedures Manual required Director Le (a) to not publicly censure or criticize members of the District staff, and instead (b) to communicate his criticism of District staff in private communications through the General Manager. To not publicly censure or criticize District staff is the substantive requirement of Section 15. The procedural requirement is to instead communicate the criticism to the General Manager. While Director Le did communicate his criticism of District staff allegedly recording closed sessions to the Board President, he still made his criticism public in violation of the substantive requirement of Section 15.

2. That Director Le’s Posting set forth in Recitals C(1), C(2), and C(3) constituted “publicly censuring or criticizing members of the District staff” in violation of Section 15 of the Board Procedures Manual.

3. That Director Le did violate the substantive requirement of Section 15 of the Board Procedures Manual as to Recital C(1), C(2), and C(3) by publicly criticizing members of the District staff.

4. That the Board does hereby publicly censures Director Peter Le for violation of Section 15 of the Board Procedures Manual.

5. Section 41, Director’s Violation of Policies, of the Board Procedures Manual states, “If a Director breaches any of the policies contained in Sections 5, 6, 8, 13, 14, 15, 16, 26, 38, and 40 the Board may, in addition to other consequences provided by law, publicly censure the offending Director and may as part of the censure take any or all of the following other actions, to be effective for a time determined by the Board: * * * b) Prevent the offending Director from placing items on the agenda without the specific advance authorization of the Board.”

6. Director Peter Le is hereby prevented from placing items on the agenda without the specific advance authorization of the Board until such time that the Board determines that Director Le’s conduct toward District staff conforms with the requirements of Section 15 of the Board Procedures Manual or one (1) year from the date of the adoption of this Resolution, whichever occurs first.

PASSED AND ADOPTED on August 27, 2020, 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-56 adopted August 27, 2020.

Keith Van Der Maaten, Secretary

Staff Reports

Marina Coast Water District
Staff Report

Agenda Item: 6-A

Meeting Date: August 27, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Fiscal Impact of COVID-19 Report

Summary: The Board of Directors requested monthly reports on the possible impact to the District's finances due to COVID-19.

This report includes the following:

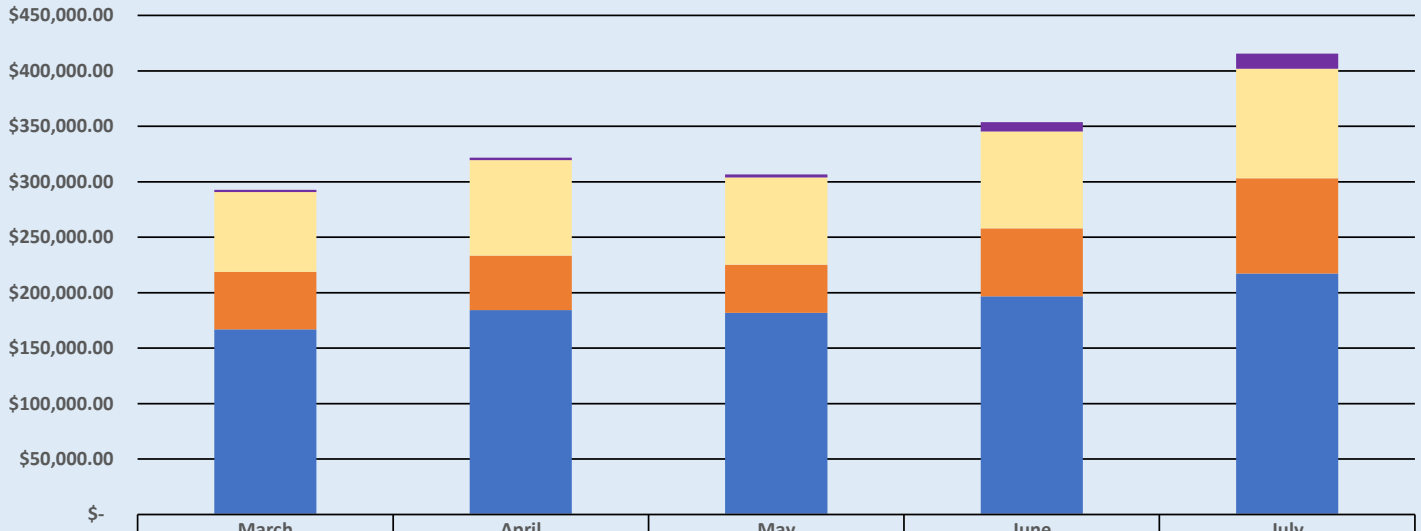
- Monthly revenues for the months during the pandemic
- Customer accounts aging information including changes from month to month
- Monthly customer payments comparison for the months March through July of 2019 and 2020

Water residential revenue for both Central Marina and the Ord Community have steadily increased while business and government revenue decreased during the months of the pandemic but have rebounded somewhat in June and July.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic \$94,116 and \$160,752 respectively. Central Marina's increase in large part is attributable to a few multi-residential accounts, however in the case of the Ord Community; there are contributing factors other than COVID-19 which may have caused the increases such the annual rate increases and a growing customer base.

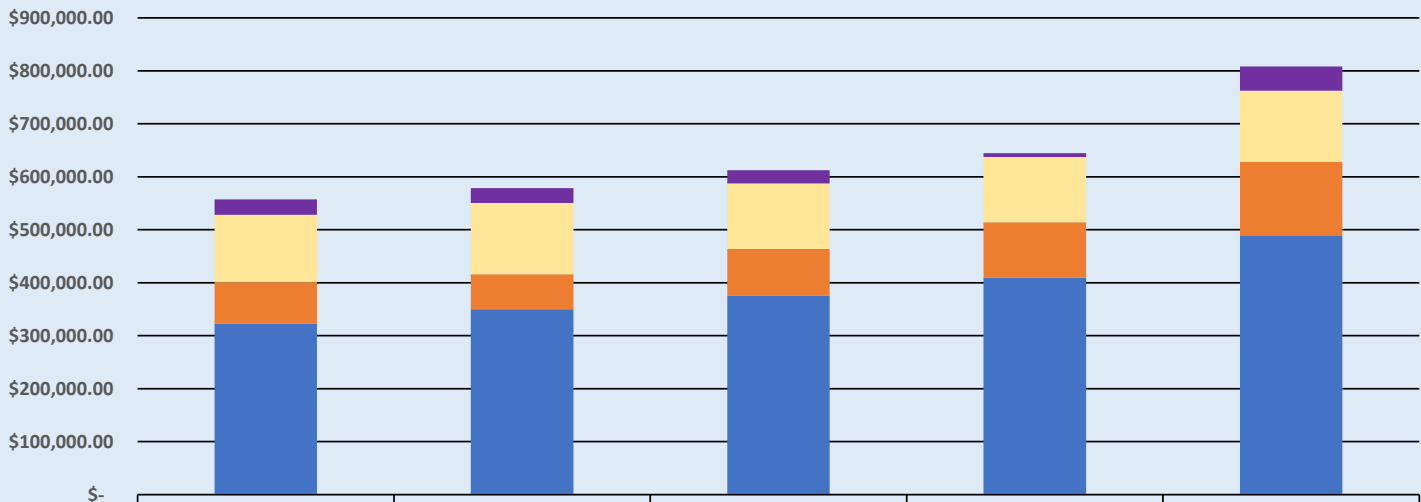
Customer payments in Central Marina have decreased in 2020 from 2019 for the months of March through July \$96,350 which, for the most part, can be attributed to COVID-19. The Ord Community's customer payments have actually increased approximately \$135,000 during the pandemic.

Central Marina Water Revenues March 1, 2020 - July 31, 2020



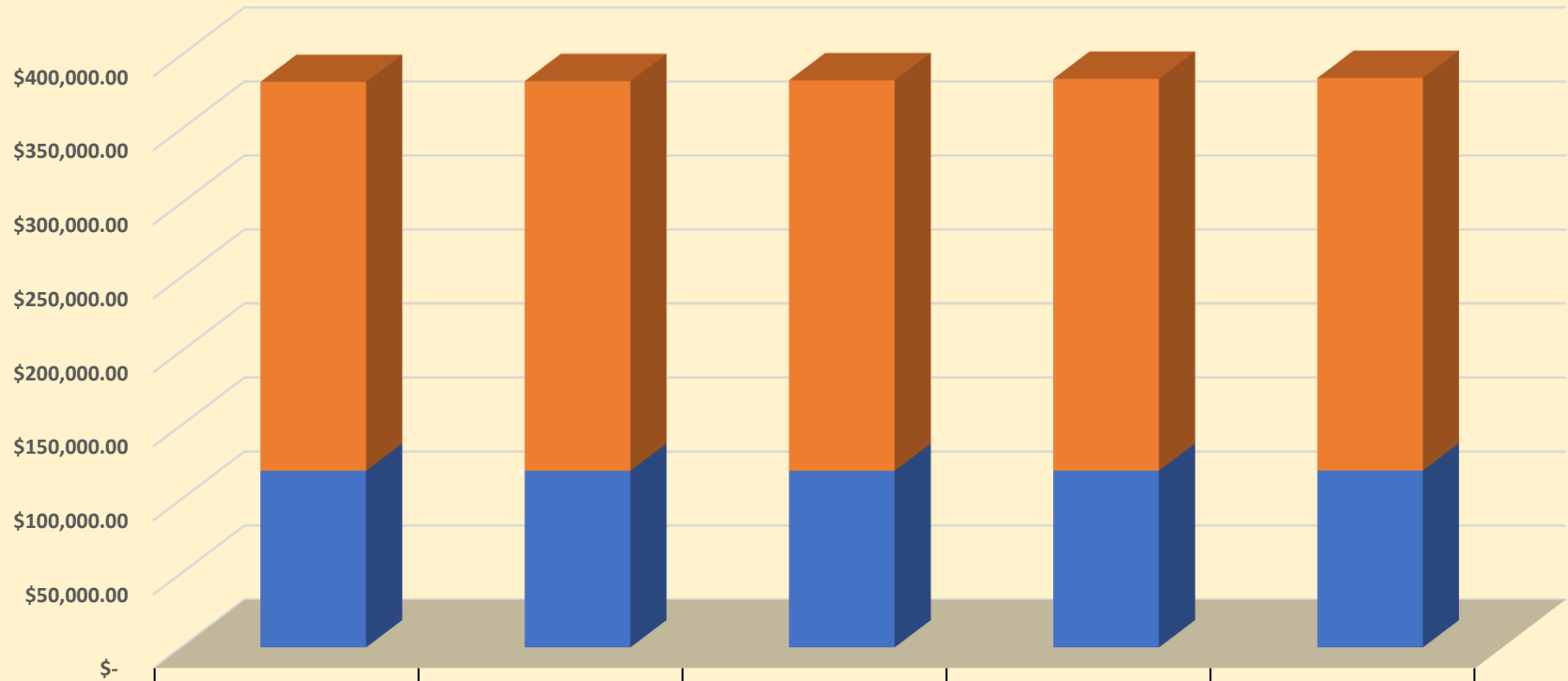
	March	April	May	June	July
Government	\$2,082.69	\$2,199.53	\$2,681.08	\$8,375.25	\$13,586.13
Multiples	\$71,831.26	\$86,182.79	\$78,597.85	\$87,366.97	\$98,755.54
Business	\$51,839.34	\$49,101.90	\$43,414.04	\$61,302.08	\$86,073.91
Residential	\$166,956.53	\$184,263.74	\$181,864.34	\$196,780.25	\$217,199.72

Ord Community Water Revenues March 1, 2020 - July 31, 2020



	March	April	May	June	July
Government	\$28,705.32	\$28,205.14	\$24,812.12	\$7,117.78	\$45,626.05
Multiples	\$127,466.37	\$134,402.07	\$123,469.80	\$123,338.62	\$134,837.97
Business	\$77,760.83	\$66,012.14	\$88,048.44	\$104,917.17	\$139,750.23
Residential	\$323,154.92	\$350,068.79	\$375,972.19	\$409,233.62	\$488,106.15

MCWD Sewer Revenues March 1, 2020 - July 31, 2020



	March	April	May	June	July
Ord Community	\$262,703.22	\$263,249.79	\$263,784.70	\$264,722.86	\$265,196.21
Central Marina	\$119,282.65	\$119,288.17	\$119,282.33	\$119,345.10	\$119,476.65

**MARINA COAST WATER DISTRICT
CUSTOMER ACCOUNTS AGING REPORT
March 9, 2020 - August 9, 2020**

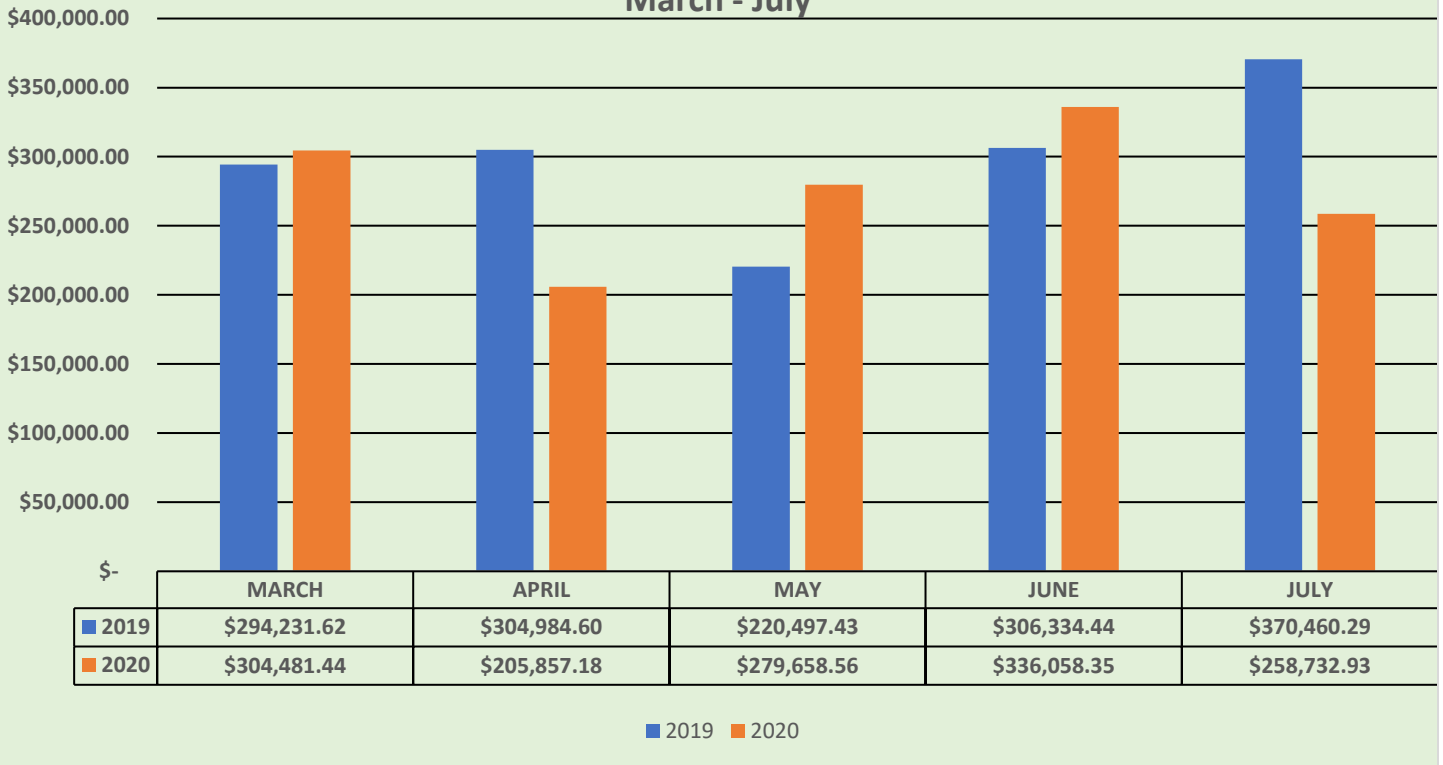
Central Marina

Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals
3/9/2020	\$ 35,543.27	\$ 3,875.86	\$ 4,293.09	\$ 1,611.13	\$ 45,323.35
4/9/2020	\$ 33,044.70	\$ 18,181.54	\$ 5,496.77	\$ 5,547.47	\$ 62,270.48
5/9/2020	\$ 28,890.08	\$ 20,642.06	\$ 17,487.23	\$ 9,091.91	\$ 76,111.28
6/9/2020	\$ 39,927.48	\$ 25,974.41	\$ 15,855.18	\$ 22,165.01	\$ 103,922.08
7/9/2020	\$ 43,632.74	\$ 22,222.86	\$ 15,085.37	\$ 32,877.48	\$ 113,818.45
8/9/2020	\$ 45,054.24	\$ 29,946.55	\$ 18,451.47	\$ 45,986.88	\$ 139,439.14
April Change	\$ (2,498.57)	\$ 14,305.68	\$ 1,203.68	\$ 3,936.34	\$ 16,947.13
%	-7%	369%	28%	244%	37%
May Change	\$ (4,154.62)	\$ 2,460.52	\$ 11,990.46	\$ 3,544.44	\$ 13,840.80
%	-13%	14%	218%	64%	22%
June Change	\$ 11,037.40	\$ 5,332.35	\$ (1,632.05)	\$ 13,073.10	\$ 27,810.80
%	38%	26%	-9%	144%	37%
July Change	\$ 3,705.26	\$ (3,751.55)	\$ (769.81)	\$ 10,712.47	\$ 9,896.37
%	9%	-14%	-5%	48%	10%
August Change	\$ 1,421.50	\$ 7,723.69	\$ 3,366.10	\$ 13,109.40	\$ 25,620.69
%	3%	35%	22%	40%	23%

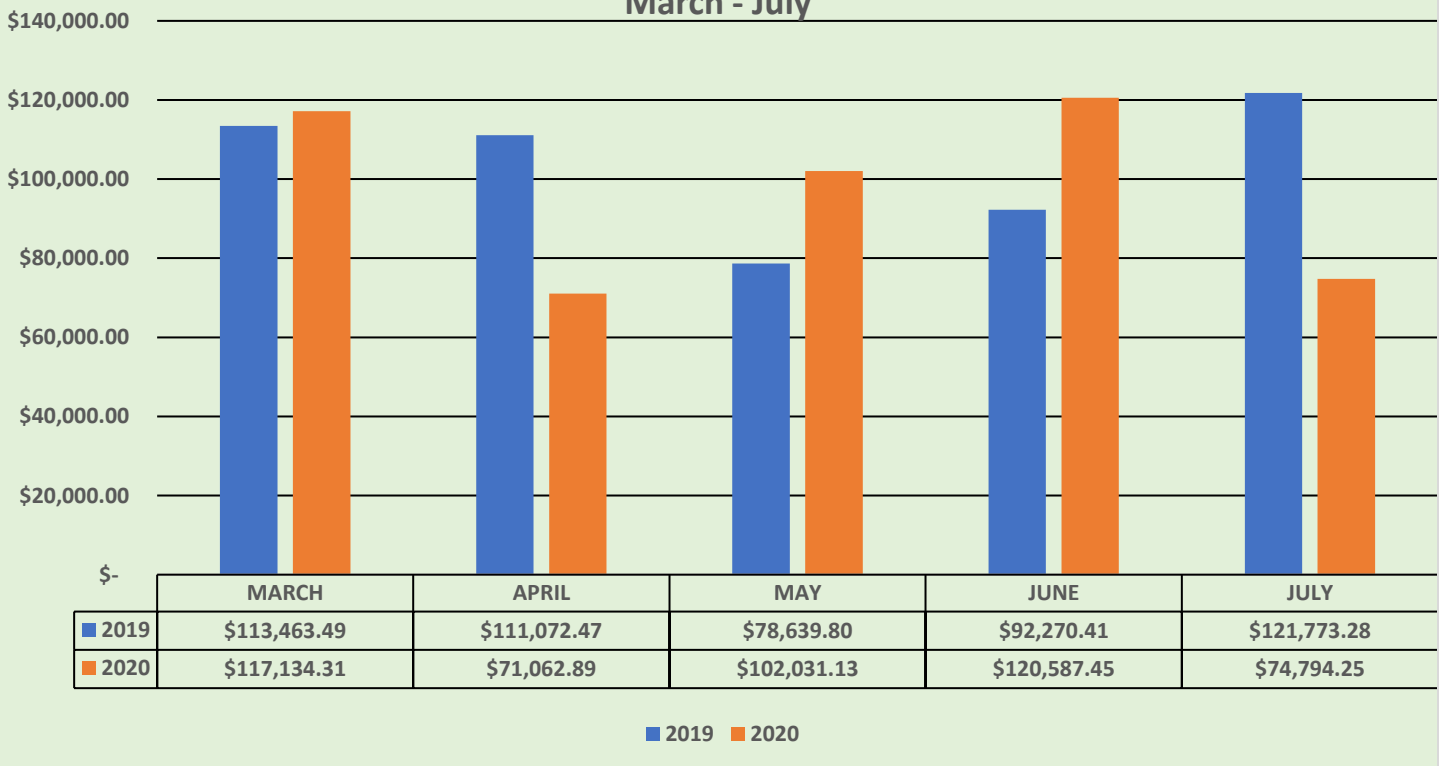
Ord Community

Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals
3/9/2020	\$ 78,063.43	\$ 38,972.14	\$ 27,577.38	\$ 736,205.62	\$ 880,818.57
4/9/2020	\$ 183,093.08	\$ 36,958.46	\$ 34,182.46	\$ 763,144.50	\$ 1,017,378.50
5/9/2020	\$ 81,034.10	\$ 50,592.95	\$ 28,286.58	\$ 796,635.38	\$ 956,549.01
6/9/2020	\$ 204,477.47	\$ 36,657.50	\$ 40,258.61	\$ 819,592.36	\$ 1,100,985.94
7/9/2020	\$ 73,155.37	\$ 36,455.57	\$ 22,504.91	\$ 846,761.28	\$ 978,877.13
8/9/2020	\$ 110,662.92	\$ 39,168.25	\$ 30,354.44	\$ 861,384.93	\$ 1,041,570.54
April Change	\$ 105,029.65	\$ (2,013.68)	\$ 6,605.08	\$ 26,938.88	\$ 136,559.93
%	135%	-5%	24%	4%	16%
May Change	\$ (102,058.98)	\$ 13,634.49	\$ (5,895.88)	\$ 33,490.88	\$ (60,829.49)
%	-56%	37%	-17%	4%	-6%
June Change	\$ 123,443.37	\$ (13,935.45)	\$ 11,972.03	\$ 22,956.98	\$ 144,436.93
%	152%	-28%	42%	3%	15%
July Change	\$ (131,322.10)	\$ (201.93)	\$ (17,753.70)	\$ 27,168.92	\$ (122,108.81)
%	-64%	-1%	-44%	3%	-11%
August	\$ 37,507.55	\$ 2,712.68	\$ 7,849.53	\$ 14,623.65	\$ 62,693.41
%	51%	7%	35%	2%	6%

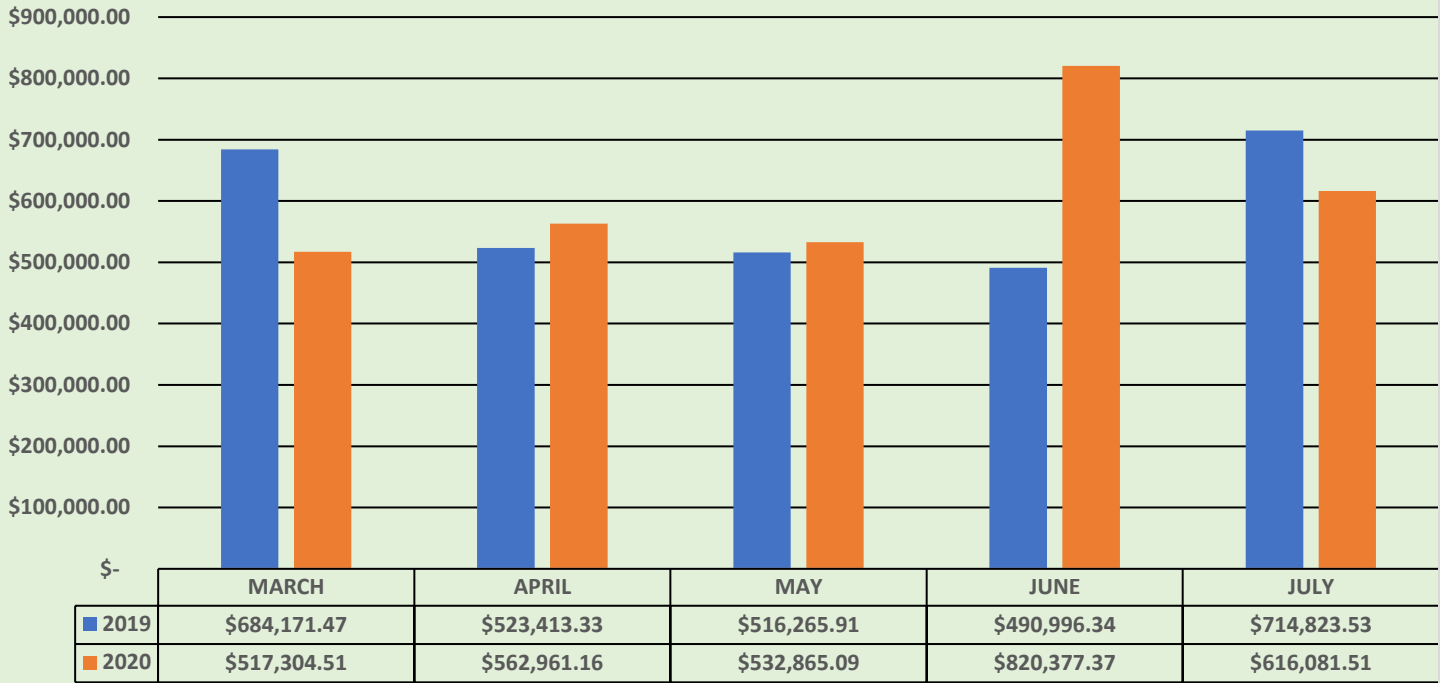
Central Marina Monthly Water Customer Payments March - July



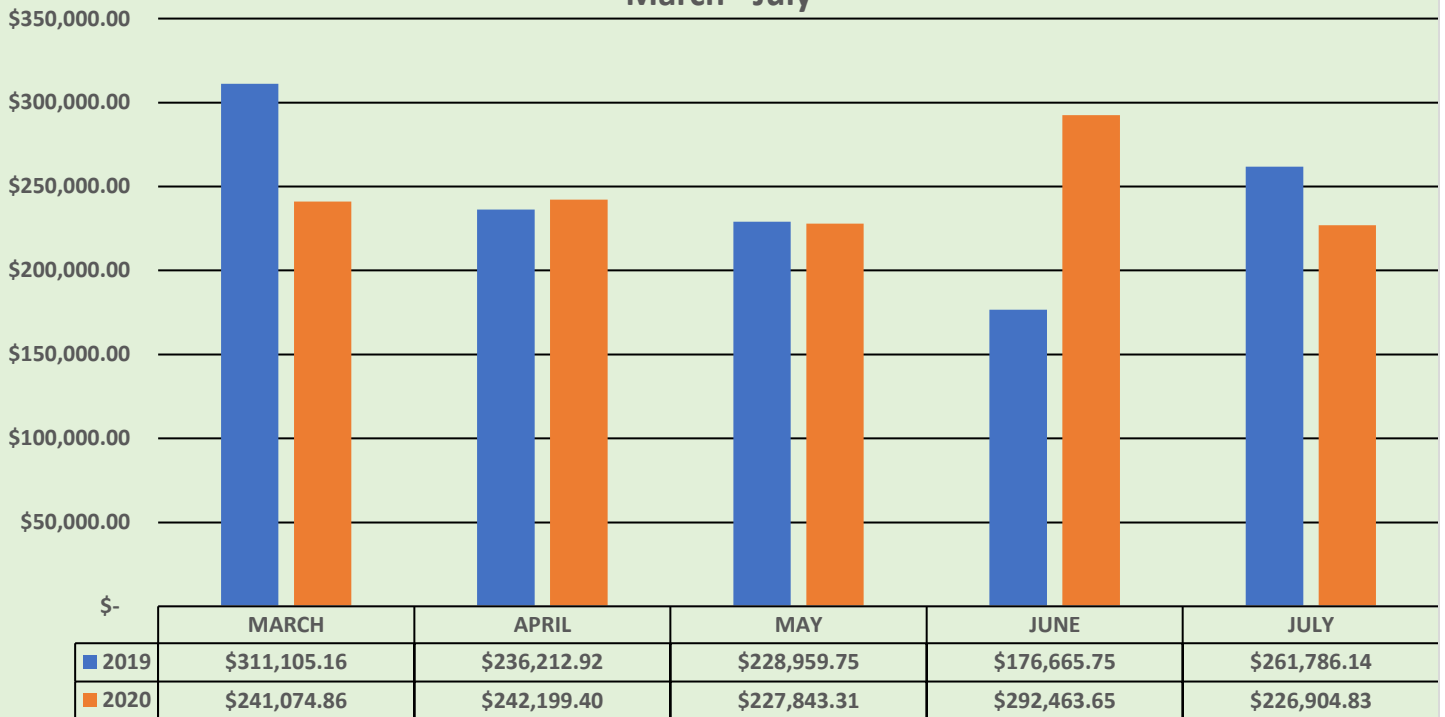
Central Marina Monthly Sewer Customer Payments March - July



Ord Community Monthly Water Customer Payments March - July



Ord Community Monthly Sewer Customer Payments March - July



Marina Coast Water District
Staff Report

Agenda Item: 6-B

Meeting Date: August 27, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: To Receive Information on the District's Water Quality Testing

Background: The District's water system (2710017) is regulated by the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW). DDW sets forth the required sampling for all public water systems. DDW is split into 24 districts throughout California to better serve and distribute their staff and time accordingly to each public water system. MCWD is regulated by District 05, located in Monterey. MCWD operates and maintains 7 potable drinking water wells, which are the District's sole source of water for its customers. These wells are regularly monitored for Bacteriological, Volatile Organic Compounds (VOC), Synthetic Organic Compounds (SOC), and Radiological contaminants. The District is also required to sample its water distribution system regularly for bacteria to ensure there are no system deficiencies.

Discussion: The District routinely monitors both its source water along with its distribution system. DDW gives the District a sampling and monitoring schedule for the District's potable water wells and for its distribution system. Sampling frequency for source water greatly depends on the contaminant and the level detected. Sampling requirements can vary to once every compliance cycle (9 years), once every compliance period (3 years), annually, quarterly, or more frequently if DDW determines its necessary. Contaminants that are detected in the District's wells are sampled and monitored more frequently than those that have non detects and are known not to increase rapidly.

The District is required to take 10 routine distribution samples per week. There is a total of 40 different sample sites throughout the District's water service area, to ensure a representative sample is taken in the distribution system. These samples are analyzed for total coliform and e. coli. Total coliform are indicator bacteria, which do not necessarily mean there is a health risk, but instead indicate the possibility of contamination. E. coli, on the other hand, is an acute health risk.

Another set of non-routine sampling that the District performs is the Unregulated Chemical Monitoring Rule (UCMR) samples. These samples are created by the Federal Environmental Protection Agency (EPA), and require all large public water systems (10,000 served or more) to sample a new list of no more than 30 unregulated contaminants. This requirement is once every five years, with a new list of contaminants for each sampling event. This is typically the first step in a contaminant becoming regulated with a maximum contaminant level (MCL) assigned.

Notification to the District's customers is required in the event of a public health risk, either acute or non-acute, or failure to monitor for a particular contaminant. There are three different levels of public notifications: tier 1, tier 2, and tier 3. Tier 1 is the most serious and requires public notification within 24 hours. Tier 2 requires public notification within 30 days, and tier 3 within a year. Also required by DDW, the District must provide their customers with a water quality report, also known as the Consumer Confidence Report, annually by June 30th of each year. This report highlights all the detected chemicals within the last nine years that were found in the

District's source wells, as well as the weekly bacteriological, disinfection-by-products, and lead and copper results. Since the District sampling group includes hundreds of different contaminants in our water system, only those that are detected are included in this report.

Summary: The District routinely monitors their water to ensure it meets all water quality standards set forth by the Federal and State government. All seven of the District's wells and the distribution system samples comply and meet or exceed the required standards. The District has provided its customers recently with the latest Consumer Confidence Report and continues to be transparent to its customers to ensure them that their drinking water meets all standards.

Marina Coast Water District
Staff Report

Agenda Item: 6-C

Meeting Date: August 27, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Receive a Report on Current Capital Improvement Projects

Staff Recommendation: The Board of Directors is requested to receive a report on current capital improvement projects.

Background: *Strategic Plan, Mission Statement 2.0 – Our objective is to provide a high-quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers.*

The FY 2020-2021 Budget approved by the Board of Directors includes improvements and expansion plans for existing water delivery and wastewater collection systems. The annual Capital Improvement Projects (CIP) are prioritized and listed based on the 5-year Capital Improvement Program which is also updated annually with the budget. The Board requested to receive a report on current CIPs.

Discussion/Analysis: The attached Capital Improvement Project Status Report lists the active projects with the project number, title, description, justification and status of progression through design and construction. Also attached for reference is a map of the 2020-2021 Capital Improvement Projects to assist with the report.

Project No.	Title	Description	Justification	Status
MW-0111	Beach Road Pipeline - Del Monte Blvd. to DeForest Rd.	New 12" parallel pvc pipeline in Beach Road from DeForest Road to Del Monte Ave.	Adresses Fire Flow Deficiencies in Central Marina	Combined with RW-0174 projects, this project was deleted by change order but may be reinstated.
MW-0302	Crescent Ave Connector to Reservoir 2	New 12" pvc pipeline in Beach Road from Reservoir 2 to Crescent Ave.	Adresses Fire Flow Deficiencies in Central Marina	Combined with RW-0174 projects. See RW-0174 for status.
MS-0202	Carmel Avenue Sewer Main Improvement Project	10-inch and 12-inch pipeline to replace existing 8-inch pipeline from Seacrest Ave. to 400 feet west of Sunset Ave.	Adresses an existing capacity deficiency	Design in FY 20-21 and construction in FY 21-22
OW-0193	Imjin Pkwy Water Main Pipeline - Reservation Rd to Abrams Dr	2,800 LF of 12-inch pipeline	Improves connectivity within the B-zone between the Airport/UCMBest and Abrams/Preston Park area.	Combined with RW-0174 projects. See RW-0174 for status.
OW-0201	Gigling Transmission Main - D Booster to General Jim Moore Blvd	1,800 LF of 12-inch pipeline to replace existing 12-inch	Replaces existing 12" AC Pipe	Design in FY 20-21 and construction in FY 21-22
OW-0202	South Boundary Rd Pipeline	7,300 LF of 24-inch pipeline	Serves Del Rey Oaks and Monterey. Project sequenced to coincide with the FORA South Boundary Road project.	Lead Agency has transferred from FORA to Del Rey Oaks.
OW-0206	Inter-Garrison Road Pipeline Upsizing	Construct 1700-LF of 18-inch water main between East Garrison and Abrams Drive	For commercial Fire flow in East Garrison.	Notice of Completion Filed 4/27/20
OW-0306	D-Zone Booster Pump Replacement	Replace one D-Zone booster pump with a larger pump, motor and motor control center	The existing D-Zone pump is under-sized and near the end of its useful life. Replacing it with a larger pump will also extend the life of the other existing pump.	To be replaced in-house by O&M when time permits.
OS-0147	Ord Village LS & FM	Relocate lift station east of Hwy 1 and reconstruct force main in new alignment. Reuse 2016 replacement pumps.	History of sanitary sewer overflows from force main. Relocating the lift station eliminates two highway crossings and restores environmentally sensitive State Parks land.	Plans and specs 90% complete. Needs permit from the Presidio of Monterey (Army).
OS-0205	Imjin Lift Sta Improvements - Ph 1	First Phase is to construct new wetwell, electrical and controls. Reuse 2 existing pumps and install new 3rd pump. 2nd Phase is replace the force main.	The existing lift station is not operating efficiently and is undersized. The second phase will be needed to accommodate long-term growth.	Project awarded to GSE 3/16/20. Notice to Proceed 8/17/20. 180 days for construction following procurement of materials.
OS-0152	Hatten & Booker LS Improvements	Replacement or refurbishment of lift stations.	Smaller lift stations beyond their useful life and in need of repair.	Booker wet and dry pits will be replaced with submersible pump station as part of Sea Haven Ph 3 infrastructure by Wathen-Castanos.
OS-0203	Gigling LS & FM	Replacement of lift station and force main	The existing lift station has reached its useful life and in need of replacement.	Design in FY 20-21 and construction in FY 21-22

Project No.	Title	Description	Justification	Status
GW-0112	A1 & A2 Zone Tanks and B/C Booster Sta. - On CSUMB northwest of Inter-Garrison Rd and 6th Ave	Two 1.6 MG A-Zone storage tanks , B-Zone and C-Zone Booster Pump Station, and associated piping and facilities. Architectural treatments not to exceed 10% of tank cost.	This project will provide water storage for Zone A in the Ord Community and Central Marina. The B and C booster pumps will pump water from the A Zone tanks to Zones B and C tanks. The booster pump station replaces dilapidated facilities that have been in service long beyond their useful life.	Submitted 60% plans to CSUMB for review and comment. Schedule is for 90 % plans by September and bidding by December. Construction 540 days.
GW-0305	California Avenue and Imjin Parkway Pipeline	Construction of approximately 2,550 feet of 24" diameter pipeline in Imjin Parkway and California Avenue from Abrams Drive to Marina-Heights Drive.	Reroutes A Zone transmission around the Sand Tank when the booster pumps are relocated to the new A Zone tanks.	Part of GW-0112 project; tracked as part of GW-0112.
GW-0307	Intertie Meter Replacement	Replace existing propeller meters with new Mag meters and modbus	Replacement of the propeller meters will allow totalizer information to be collected by SCADA	To be replaced in-house by O&M when time permits.
GW-0123	B2 Zone Tank at CSUMB	One 2.5 MG reservoir west of the B tank at the intersection of Colonel Durham St. and 6th Ave.	This project will provide water storage for Zone B in the Ord Community.	Design in FY 20-21 and construction in FY 21-22.
WD-0106	Ord Remodel, Demolition and Rehab	Office remodeling for technology and work space	To centralize administration, customer service, finance and engineering.	To be planned and implemented this fiscal year.
WD-0309	HMI Installation at all Water/Sewer Sites	Installation of Human Machine Interfaces (HMI) at District water and sewer pumping stations to allow visual and local control	Allows control of automated functions onsite.	Currently planning and begin construction this fiscal year.
RW-0174	RUWAP - Distribution Mains	5 miles of recycled water pipe, 12 PRV's, paving & Jack & Bore Intersection crossing	Implement Recycled Water as a water source to meet the needs of MCWD's customers & to augment the current groundwater supply source for FORA.	Project Awarded June 15, 2020 and Notice to Proceed July 6, 2020. Contract time - 440 calendar days for substantial completion and 470 days to final completion.
RW-0306	Imjin Pkwy Recycled Water Main Pipeline - Reservation Rd to Abrams Dr	Construction of approximately 2,800 LF of 12-inch PVC recycled water pipeline	This project is sequenced to coincide with the City of Marina Project to widen Imjin Parkway.	Combined with RW-0174 projects. See RW-0174 for status.

Marina Coast Water District
Staff Report

Agenda Item: 6-D

Meeting Date: August 27, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Developer Account Update through March 31, 2020

Background: Strategic Plan, Goal No. 2 – Our objective is to provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.

Staff provides quarterly reports to the Board on the status of the Development Accounts. Each development account receives a deposit to draw upon for plan review fees, inspection fees, capacity fees, meter installation, and all other applicable fees and charges for service.

Discussion/Analysis: This 3rd quarter (of the Fiscal Year - through March 31, 2020) Developer Account Update presents the Developer Deposit Balances sheet (attached) comprised of the deposit available/balance due, activity dates, and a brief description of the project status. The significant on-going developments with balances due were invoiced in order to maintain positive deposit balances; in particular, the East Garrison and Wathen-Castanos Homes projects have received payments and both accounts are in good standing as of this date.

There are several Development projects gaining momentum currently. Besides the City of Seaside's Main Gate and Campus Town projects, the Fort Ord Dunes State Parks project has been working with staff to bring a Memorandum of Agreement (functioning as an Infrastructure Agreement) to the Board and there is ongoing interest in the long-proposed Nurses Barracks project. The Dunes Phase 2 is progressing with demolition and remediation cleanup.

The CSUMB Academic III Project is complete and the Student Union Project construction is nearing completion. Sea Haven (formerly Marina Heights) is in the midst of construction of Phase 3A (out of consecutive order). Phase 5A of Sea Haven is constructed and nearly ready for transfer of the improvements to the District.

Central Marina is very active with in-fill projects. Multi-family projects are in various stages of the plan review process and under construction. A hotel at the intersection of Reservation Road and Beach Road is in plan review.



Marina Coast Water District

Developer Deposit Balances

As of March 31, 2020

		(Deposit Available)/ Balance Due	Activity Dates
Campus Town Project	-	5,080.65	January 2018 - March 2020
	WSA AUTHORIZED BY MCWD BOARD; EIR EXTENDED		
CHISPA - Junsay Oaks		(138.98)	April 2012 - December 2019
	PROJECT COMPLETE; REFUNDING BALANCE IN-PROCESS		
CSUMB Academic III Project		(1,269.50)	January 2017 - December 2019
	PROJECT COMPLETE; REFUNDING BALANCE IN-PROCESS		
CSUMB Charter School		12,437.76	January 2016 - March 2020
	PROJECT IS INACTIVE STATUS; NEGATIVE BALANCE WILL BE CORRECTED PRIOR TO SIGNIFICANT STAFF EFFORTS		
CSUMB Student Union Project		(6,471.85)	January 2017 - March 2020
	PROJECT NEARING COMPLETION		
Cypress Gardens	-	1,069.75	May 2018 - March 2019
	LANDSCAPE REVIEW IN CENTRAL MARINA; POTENTIAL BILLING ERROR IN REVIEW		
Cypress Knolls	-	(9,700.00)	Balance as of June 2010
	POLICY RE: 300-AFY EXISTING DESAL AGREEMENT IS THAT THE AGREEMENT IS NO LONGER IN-FORCE; STAFF WILL CLEAR VALUES FROM AFFECTED PROJECTS		
Dunes		(70,698.63)	July 2010 - March 2020
	DUNES 1B INFRASTRUCTURE ACCEPTED DURING DEC. 2018 BOARD MEETING; FINAL ACCOUNTING UNDERWAY		
Dunes - Residential		(115,998.57)	July 2015 - March 2020
	DUNES 1C3 LARGELY INSTALLED - CLOSE-OUT PROCEDURE NEXT STEP		
East Garrison		270,716.17	December 2011 - March 2020
	PROJECT HAS RESOURCES IN-HAND (MAY 2020); TOWN CENTER PHASE UNDERWAY		
FORA Surplus Area II Demolition Project	-	1,297.00	January 2018 - March 2019
	DEMOLISHED BUILDINGS IN PREPARATION FOR CAMPUS TOWN PROJECT;		
Fort Ord Dunes State Park		(8,957.12)	July 2014 - March 2019
	PROJECT REVIEW AND MEMORANDUM OF AGREEMENT UNDER WAY		
Groves - 213 Reindollar Ave. Project		(3,045.00)	
	ON-GOING PROJECT IN CENTRAL MARINA		
GWTP Relocation		2,558.00	October 2016 - March 2019
	ON-GOING PROJECT; WATER/SEWER SERVICE TO NEW GROUNDWATER TREATMENT SITE		
Joby Aviation		(20,604.00)	June 2019 - March 2020
	ON-GOING PROJECT AT MARINA AIRPORT		
LAYIA - Sea Haven		(54,415.40)	July 2016 - June 2018
	ON-GOING PROJECT WITHIN MARINA HEIGHTS		
Lower Stillwell Phase 1		(25,781.90)	May 2019 - March 2020
	ON-GOING PROJECT IN THE ORD MILITARY COMMUNITY		
Marina Airport Business Park WSA		(35,648.40)	November 2019 - March 2020
	WATER SUPPLY ASSESSMENT FOR AIRPORT BUSINESS PARK/UCMBEST		
Marina Dunes RV Park Project		2,337.80	
	ON-GOING EXPANSION PROJECT IN CENTRAL MARINA		
Marina Drive Apartments		(85,189.40)	August 2018 - March 2019
	ON-GOING PROJECT IN CENTRAL MARINA		
Marina Downtown Vitalization SP WSA		(41,893.00)	
Marina Heights (Sea Haven)		(76,222.81)	June 2010 - March 2019
	PROJECT IS ACTIVE; POLICY RE: 300-AFY EXISTING DESAL AGREEMENT IS THAT THE AGREEMENT IS NO LONGER IN-FORCE; STAFF WILL CLEAR VALUES FROM AFFECTED PROJECTS		
Marina HS Gymnasium		(30,039.99)	August 2018 - March 2019
	ON-GOING PROJECT		
Marina Station	-	(40,930.21)	July 2009 - January 2014
	THIS PENDING PROJECT REMAINS QUIET BUT IS RELATIVELY ENTITLED TO PROCEED		
Promontory	-	(456.69)	January 2013 - June 2017
	PROJECT COMPLETE; REFUNDING BALANCE IN-PROCESS		



Marina Coast Water District

Developer Deposit Balances

As of March 31, 2020

		(Deposit Available)/ Balance Due	Activity Dates
RCI	TACIT AGREEMENT BY DEVELOPER TO MAKE SOME PAYMENT UPON START-UP OF NEXT DEVELOPMENT PHASE WITH THIS ACCOUNT	- 17,595.64	Balance as of July 2010
Wathen Castanos Homes (Sea Haven)	SEA HAVEN 5A LARGELY COMPLETE	47,445.77	July 2017 - March 2020
Seaside Main Gate Project	PROJECT UNDERWAY; WSA HAS BEEN AMENDED	- (9,571.20)	June 2018 - March 2020
Seaside Resort	LAST PAYMENT RECEIVED MARCH 2017; HOA PAYING FOR LANDSCAPE CONNECTIONS AND WILL PROVIDE PAYMENT IN-FULL	26,278.21	February 2007 - March 2020
Seaside Resort II - Inn at Bayonet	PROJECT IS STANDING-BY; THIS ELEMENT MAY BE SUBSUMED BY THE SEASIDE RESORT HOTEL PROJECT (SSR III)	- (13,342.50)	July 2017 - March 2019
Seaside Senior Living Project	PROJECT CONSTRUCTION UNDERWAY; POTENTIAL ASSISTANCE WITH MCWD CIP (ORD VILLAGE FM)	- (19,839.34)	January 2018 - March 2020
Seaside Youth Hostel	ON-GOING PROJECT ON-HOLD (STATUS = UNDER PLAN REVIEW); STAFF WILL OBTAIN RESOURCES PRIOR TO ADVANCING PROJECT	(500.00) - 5,492.30	July 2014 - June 2016
Springhill Suites	PROJECT COMPLETE; REFUNDING BALANCE IN-PROCESS	(48,721.15)	July 2014 - December 2017
VA/DoD Medical Facilities	NEXT STEP IS INFRASTRUCTURE ACCEPTANCE; DEMAND LETTER IN-PROCESS TO OBTAIN BOND RESOURCES TO COMPLETE BY MCWD	(29,016.79)	December 2013 - March 2020
Veterans Cemetery	PHASE COMPLETE; AWAITING NEXT PHASE TO CORRECT SHORT-FALL	1,553.34	March 2014 - June 2017
VTC	PROJECT COMPLETE	892.50	March 2016 - June 2019
VTC Lightfighter Village	PROJECT COMPLETE; REFUNDING BALANCE IN-PROCESS	(33,000.00)	March 2016 - March 2019
		- - (386,197.54)	

Marina Coast Water District
Staff Report

Agenda Item: 6-E

Meeting Date: August 27, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: 2nd Quarter 2020 District Water Consumption Report

Summary: The Board of Directors is requested to receive the 2nd Quarter 2020 District Water Consumption Report. The report is a ten-year comparative report that is provided to the Board on a quarterly basis. Quarterly water consumption reports of the Ord Community have been submitted to the Board since 2006 and are organized by land-use jurisdiction. Reports submitted since 2016 include the consumption information for Central Marina as well as an analysis of variances between current-year projected consumption and prior-year consumption. In addition, two graphs of the data in the consumption report are included; 1) 10-Year Comparison of Annual Usage of Central Marina and the Ord Community; and, 2) 10-Year Comparison of Annual Usage of the Ord Community by Jurisdiction.

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

- The rainfall total for the 2nd quarter of 2020 (April, May, June) in Marina was 2.54” inches. Because of good rains in April, the quarterly rainfall amount was 57% higher than the historical quarterly average of 1.61” inches. The final rain year (July-June) precipitation total is 15.60” inches, which is 4% over the historical average of 14.98” inches.
- Perhaps because of clear skies for much of the quarter, the second quarter measured evapotranspiration rate in South Salinas was an elevated 18.35” inches. This measurement was 1.63” inches above the historic quarterly average reading of 16.72 “ inches. It was by far the highest 2nd quarter recording by staff in 15 years.



Marina Coast Water District

10 Year Annual Consumption as of June 30, 2020

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2011...2020; Subdivision = *

Subdivision	2011 Consumption	2012 Consumption	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	As of 06/30/2020 Consumption	Water Allocation	6 months Water Allocation	% of Allocation Used
Boundary: Central Marina													
Central Marina	1,619.58	1,684.30	1,696.33	1,599.61	1,389.33	1,327.55	1,350.39	1,401.07	1,315.43	621.23			
East Ridge	10.34	10.67	11.03	10.15	8.16	7.92	8.04	8.18	9.30	3.86			
MarinaConstruction	-	-	-	-	-	-	-	-	3.33	0.01			
MB Estates II	13.00	13.67	14.48	12.27	9.74	9.40	9.61	10.66	9.10	4.12			
MB Estates III	3.99	5.29	4.47	3.86	3.17	2.73	2.95	3.46	4.00	1.96			
Sea Breeze	9.76	10.65	11.24	10.27	9.02	8.81	8.80	8.91	7.92	3.71			
Total Central Marina	1,656.67	1,724.57	1,737.56	1,636.16	1,419.42	1,356.41	1,379.78	1,432.28	1,349.08	634.88			
Boundary: FOArmy													
Army (unmetered)	410.00	377.00	377.00	200.75	205.80	224.64	190.94	52.17	10.52	0.21			
Army	35.91	24.80	27.53	22.84	19.39	25.05	24.51	26.59	27.30	10.33			
ArmyConstruction	0.13	-	-	-	-	-	-	-	-	-			
Fitch Park	78.02	70.23	80.05	66.31	60.20	56.97	97.06	101.43	103.71	43.79			
Hayes Park	78.31	74.79	77.32	71.18	53.40	46.78	53.24	59.12	53.65	19.28			
Marshall Park	-	-	-	-	-	-	5.66	56.31	59.42	27.68			
Ord Kidney	83.39	95.54	104.17	80.47	71.44	70.02	70.14	83.27	108.33	47.22			
Stilwell Park	0.82	26.65	44.01	28.44	33.74	23.91	21.47	32.21	50.33	22.49			
Total FOArmy	686.58	669.01	710.07	470.00	443.97	447.37	463.02	411.08	413.28	170.99	1,577.00	788.50	21.69%
Boundary: FOCOUNTY													
County	5.93	5.35	9.75	3.00	3.17	5.40	8.78	4.91	7.24	0.65			
CountyConstruction	4.33	1.71	0.57	-	-	0.68	-	0.86	-	-			
EastGarrison	1.13	2.80	5.56	35.21	71.62	65.92	136.90	175.55	202.19	93.97			
Total FOCOUNTY	11.38	9.85	15.89	38.21	74.79	72.00	145.68	181.32	209.43	94.63	710.00	355.00	26.66%
Boundary: FOCSUMB													
CSUMB	150.28	156.05	176.63	152.68	104.04	97.61	128.61	130.90	113.71	33.84			
Frederick Park	109.95	93.13	93.21	63.02	65.91	67.34	63.52	56.50	42.83	17.10			
Schoonover I	140.73	127.43	123.49	105.32	102.44	97.96	98.39	103.86	99.17	44.63			
Schoonover II	33.73	28.88	32.10	23.92	20.69	20.15	23.84	26.73	21.77	10.20			
Total FOCSUMB	434.68	405.50	425.43	344.95	293.08	283.06	314.36	317.98	277.48	105.78	1,035.00	517.50	20.44%



Marina Coast Water District

10 Year Annual Consumption as of June 30, 2020

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2011..2020; Subdivision = *

Subdivision	2011 Consumption	2012 Consumption	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	As of 06/30/2020 Consumption	Water Allocation	6 months Water Allocation	% of Allocation Used
Boundary: FOMarina													
Abrams HAuthor	13.49	10.31	12.14	8.98	8.39	9.43	10.77	12.02	5.90	2.63			
Abrams Interim	5.33	5.12	5.42	4.92	3.89	3.75	4.12	4.56	3.43	2.32			
Abrams Park	51.56	62.12	56.35	56.92	44.20	39.54	50.92	54.50	52.46	20.01			
Dunes CHOMP	11.04	8.19	7.14	9.12	8.58	6.77	5.41	6.88	6.42	1.99			
Dunes Comm	14.28	15.12	16.81	14.28	12.71	14.06	30.12	32.89	30.66	11.66			
Dunes on MB Res	-	-	-	0.10	4.69	24.69	45.20	64.16	64.39	36.15			
Dunes UV Apts	23.69	10.76	9.13	28.85	33.97	20.23	23.56	23.86	23.85	10.41			
Dunes UVSpecPlan	3.07	3.44	5.06	3.52	1.98	2.45	3.24	2.25	1.34	0.47			
Dunes VA DOD	-	-	-	-	-	0.09	5.42	2.08	2.61	0.90			
Imjin Office Park	1.81	2.30	1.28	1.60	2.03	4.89	4.61	2.47	7.93	3.60			
Marina	10.60	11.78	17.81	13.80	16.99	31.61	31.54	36.65	36.42	12.90			
MarinaAirport	6.90	5.26	4.08	2.75	2.30	2.03	2.77	7.50	3.45	4.19			
MarinaConstruction	7.26	8.56	16.55	35.13	25.33	39.64	42.83	25.28	35.63	35.31			
MarinaRecreation	-	-	-	-	-	-	0.05	-	-	-			
Preston Park	95.49	103.14	101.17	83.30	51.93	51.63	56.31	61.31	55.97	29.40			
Preston Shelter	7.70	6.39	6.63	5.85	5.43	6.63	5.83	5.92	5.06	1.84			
School	3.88	3.23	4.26	3.34	4.54	1.93	1.95	2.27	2.72	1.31			
SeaHaven	9.41	8.97	13.61	7.49	7.34	10.02	23.37	37.67	61.92	28.24			
Total FOMarina	265.52	264.68	277.44	279.97	234.28	269.40	348.02	382.28	400.16	203.35	1,325.00	662.50	30.69%
Boundary: FOSeaside													
Bay View	65.41	85.15	91.10	79.48	44.24	46.43	57.97	51.60	46.94	27.17			
GolfCourse	429.66	265.42	457.47	524.88	139.06	1.18	1.11	1.16	0.19	0.09			
Marina Coast Water District	-	-	-	-	-	-	-	-	0.04	0.02			
School	77.97	79.34	102.72	39.80	50.02	48.91	30.95	43.57	44.06	18.43			
Seaside	4.69	13.38	5.65	4.17	3.91	7.08	5.97	8.06	2.24	1.13			
Seaside Resort	0.13	0.31	0.45	0.63	0.51	0.89	0.98	1.23	1.21	0.78			
Seaside Soper	11.15	6.86	11.38	12.70	9.58	9.30	8.50	9.12	8.13	3.93			
SeasideConstruction	24.23	13.38	10.00	11.39	18.86	14.39	13.41	13.65	8.64	4.67			
SeasideHighland	154.51	146.57	158.76	134.27	123.69	109.28	114.89	126.20	116.47	57.95			
Sun Bay	69.17	66.54	64.40	44.95	48.70	57.89	58.66	54.20	59.13	29.18			
Total FOSeaside	836.93	676.95	901.94	852.27	438.57	295.35	292.44	308.78	287.04	143.34	1,012.50	506.25	28.31%



Marina Coast Water District
 10 Year Annual Consumption as of June 30, 2020

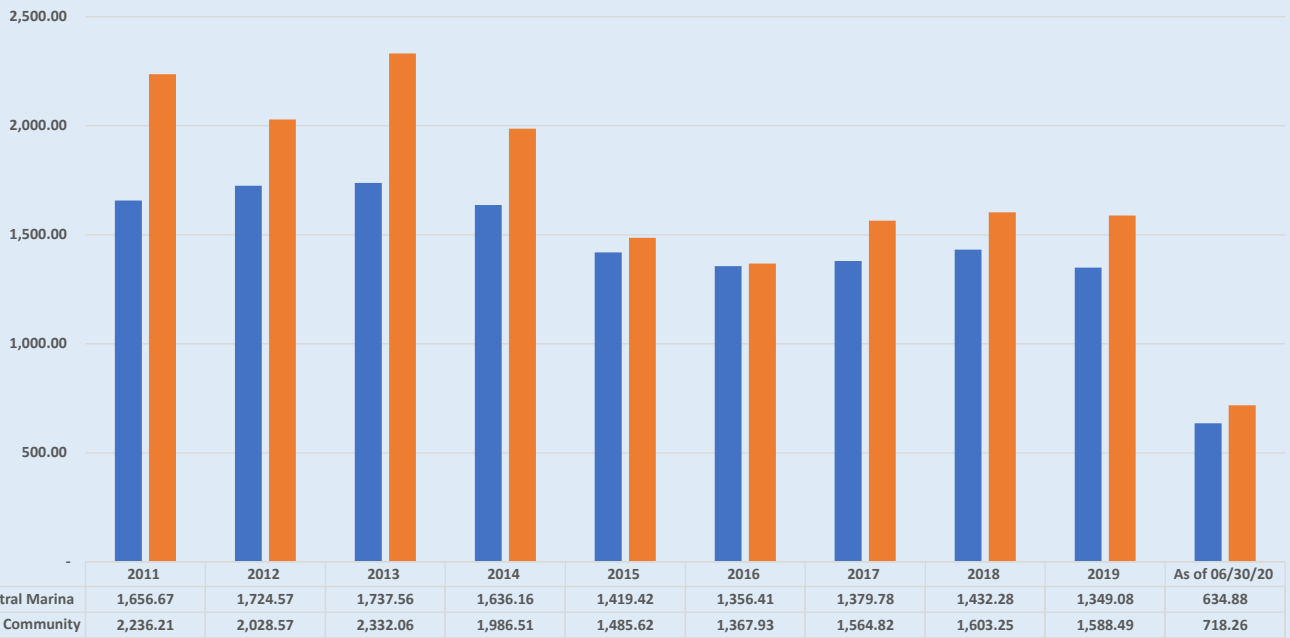
Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2011..2020; Subdivision = *

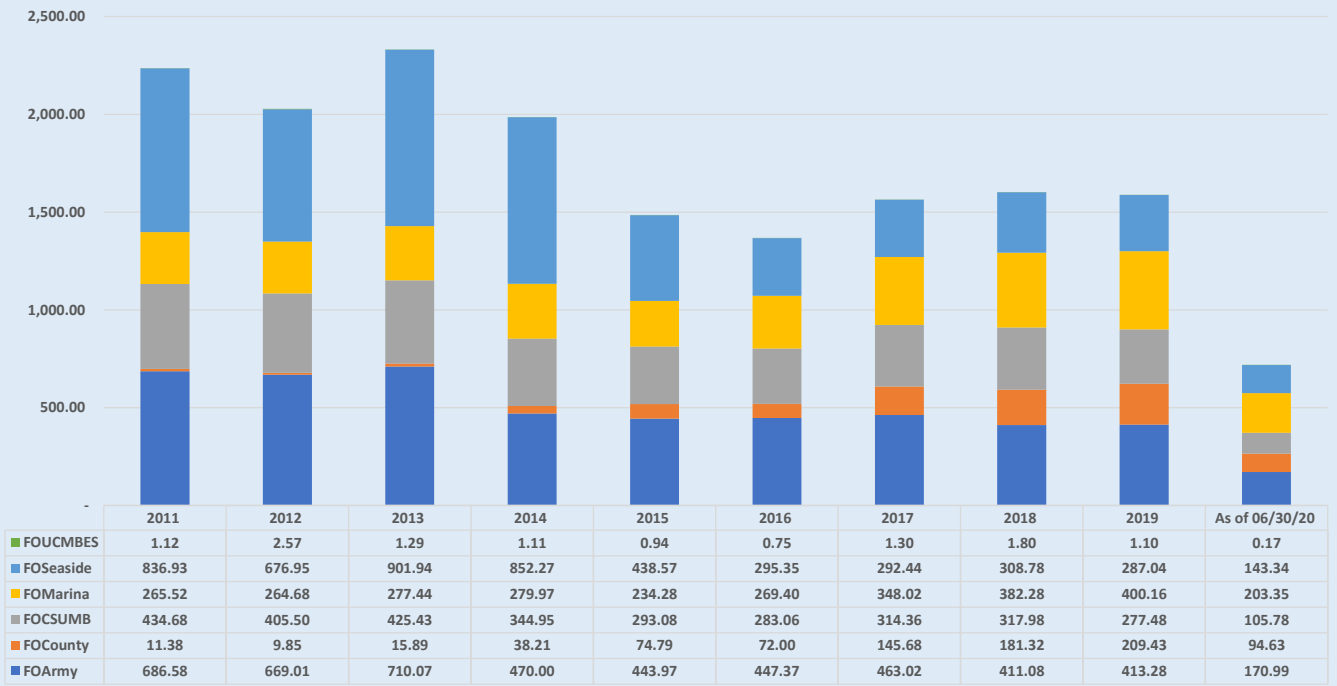
Subdivision	2011 Consumption	2012 Consumption	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	As of 06/30/2020 2020 Consumption	Water Allocation	6 months Water Allocation	% of Allocation Used
Boundary: FOUCMBES													
UCMBest	1.12	2.57	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.17			
Total FOUCMBES	1.12	2.57	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.17	230.00	115.00	0.15%
Ord Community	2,236.21	2,028.57	2,332.06	1,986.51	1,485.62	1,367.93	1,564.82	1,603.25	1,588.49	718.26	5,889.50	2,944.75	24.39%
Grand Total	3,892.88	3,753.14	4,069.62	3,622.66	2,905.03	2,724.34	2,944.60	3,035.53	2,937.57	1,353.14			

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Marina Coast Water District 10-Year Comparison Annual Consumption in Acre Feet



Marina Coast Water District - Ord Community 10-Year Comparison Annual Consumption in Acre Feet



Marina Coast Water District

10 - Year Annual Consumption Ended June 30, 2020

Subdivision	2019 Consumption	As of 06/30/2020 2020 Consumption	Projected 2020 Consumption	Projected 2020 vs. 2019	%	Explanation
East Ridge	9.30	3.86	7.71	(1.58)	-17.0%	A few accounts with multiple months of higher than normal usage in 2019
MarinaConstruction	3.33	0.01	0.03	(3.30)	-99.2%	Amount varies with construction activity
Army (unmetered)	10.52	0.21	0.42	(10.10)	-96.0%	Due to all flat rate accounts either metered or units demolished
Army	27.30	10.33	20.67	(6.64)	-24.3%	Due to higher use in 2019 Qtrs. 3 & 4
Fitch Park	103.71	43.79	87.57	(16.14)	-15.6%	Due to higher use in 2019 Qtrs. 3 & 4
Hayes Park	53.65	19.28	38.57	(15.08)	-28.1%	Due to higher use in 2019 Qtrs. 3 & 4
Ord Kidney	108.33	47.22	94.43	(13.90)	-12.8%	Due to higher use in 2019 Qtrs. 3 & 4
Stilwell Park	50.33	22.49	44.97	(5.36)	-10.6%	Due to higher use in 2019 Qtrs. 3 & 4
County	7.24	0.65	1.31	(5.93)	-81.9%	Due to Army Corp of Engineers Project in 2019
CSUMB	113.71	33.84	67.69	(46.03)	-40.5%	Due to COVID-19 closure
Frederick Park	42.83	17.10	34.21	(8.62)	-20.1%	Due to COVID-19 closure
Schoonover I	99.17	44.63	89.26	(9.91)	-10.0%	Due to COVID-19 closure
Abrams HAuthor	5.90	2.63	5.26	(0.63)	-10.7%	Due to higher use in 2019 Qtrs. 3 & 4
Abrams Interim	3.43	2.32	4.65	1.22	35.6%	Due to higher use in 2019 Qtrs. 3 & 4
Abrams Park	52.46	20.01	40.03	(12.43)	-23.7%	Due to higher use in 2019 Qtrs. 3 & 4
Dunes CHOMP	6.42	1.99	3.99	(2.43)	-37.9%	Due to COVID-19 closure
Dunes Comm	30.66	11.66	23.32	(7.33)	-23.9%	Due to COVID-19 closure
Dunes on MB Res	64.39	36.15	72.30	7.91	12.3%	Due to COVID-19 closure/shelter in place
Dunes UV Apts	23.85	10.41	20.83	(3.03)	-12.7%	Due to higher use in 2019 Qtrs. 3 & 4
Dunes UVSpecPlan	1.34	0.47	0.94	(0.40)	-29.6%	Due to COVID-19 closure
Dunes VA DOD	2.61	0.90	1.80	(0.81)	-30.9%	Due to COVID-19
Marina	36.42	12.90	25.79	(10.63)	-29.2%	Due to COVID-19
MarinaAirport	3.45	4.19	8.37	4.93	143.0%	Due to work done to extend runway
MarinaConstruction	35.63	35.31	70.62	34.99	98.2%	Due to ground work done at Sea Haven
Preston Shelter	5.06	1.84	3.68	(1.38)	-27.3%	Varies depending on occupancy
Bay View	46.94	27.17	54.34	7.41	15.8%	Due to COVID-19 closure/shelter in place
School	44.06	18.43	36.86	(7.20)	-16.3%	Due to COVID-19 closure
Seaside Resort	1.21	0.78	1.57	0.36	29.9%	Due to COVID-19 closure/shelter in place
UCMBest	1.10	0.17	0.34	(0.76)	-69.2%	Due to COVID-19 closure

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Marina Coast Water District
Staff Report

Agenda Item: 6-F

Meeting Date: August 27, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: 2020 Sewer Flow Report for Quarter Ended June 30, 2020

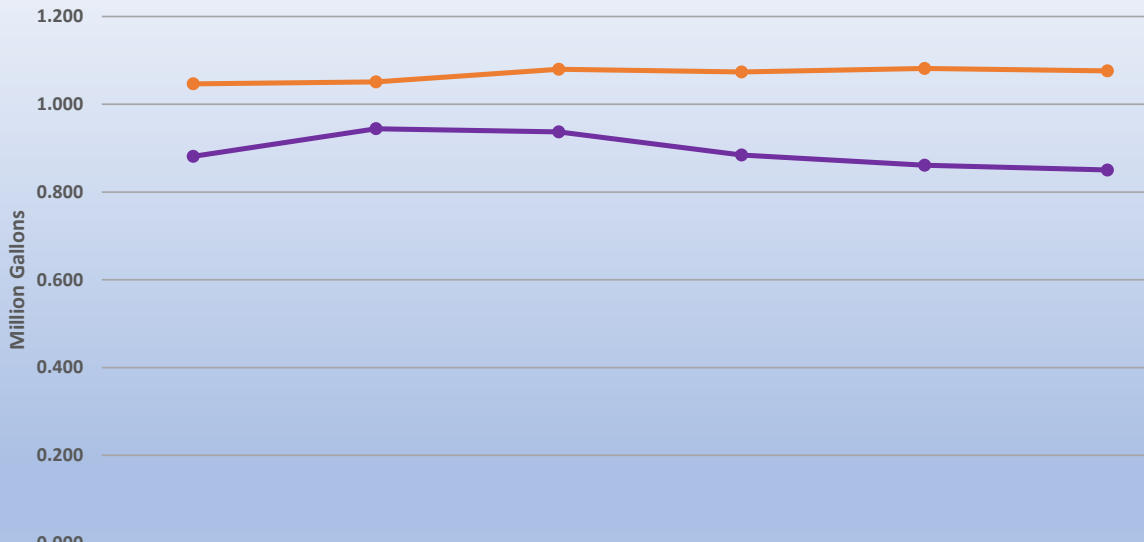
Summary: The Board is requested to receive the 2020 Sewer Flow Report for the 2nd quarter of 2020 ended June 30, 2020. This staff report includes tracking information on sewer flows through the Monterey One Water Agency's (M1W) Fort Ord and Marina pump stations.

M1W provides flow data for the Marina Pump Station monthly through an automated report. Central Marina sanitary sewer flows for the quarter ended June 30, 2020 were 98.010-million-gallons or 300.782 Acre Feet (AF) which yielded an average daily sewer flow of 1.077-million-gallons-per-day (MGD) or 3.305 AF per day.

The Ord Community's sanitary sewer flow to the M1W interceptor system is measured by a District flume structure located adjacent to the retired Main Garrison wastewater treatment plant. M1W also provides the flow data for the District flume through an automated report. The Ord Community sanitary sewer flows for the quarter ended June 30, 2020 was 78.730-million-gallons or 241.613 AF, which yielded an average daily sewer flow of 0.865 MGD or 2.654 AF per day.

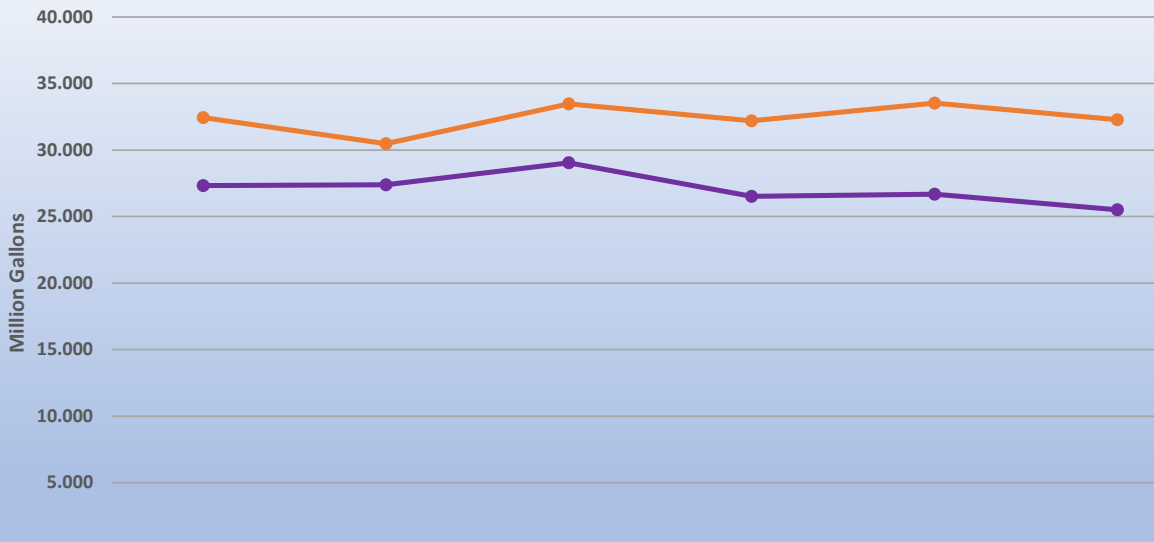
This staff report also includes charts for January – June 2020 average daily flows and total flows by month.

MCWD 2020 Average Daily Sewer Flows by Month



	JAN	FEB	MAR	APR	MAY	JUN
ORD COMMUNITY	0.881	0.944	0.937	0.884	0.861	0.850
CENTRAL MARINA	1.046	1.051	1.080	1.073	1.082	1.076

MCWD 2020 Total Sewer Flows by Month



	JAN	FEB	MAR	APR	MAY	JUN
ORD COMMUNITY	27.320	27.380	29.040	26.530	26.690	25.510
CENTRAL MARINA	32.440	30.480	33.470	32.200	33.530	32.280

Marina Coast Water District
Staff Report

Agenda Item: 6-G

Meeting Date: August 27, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

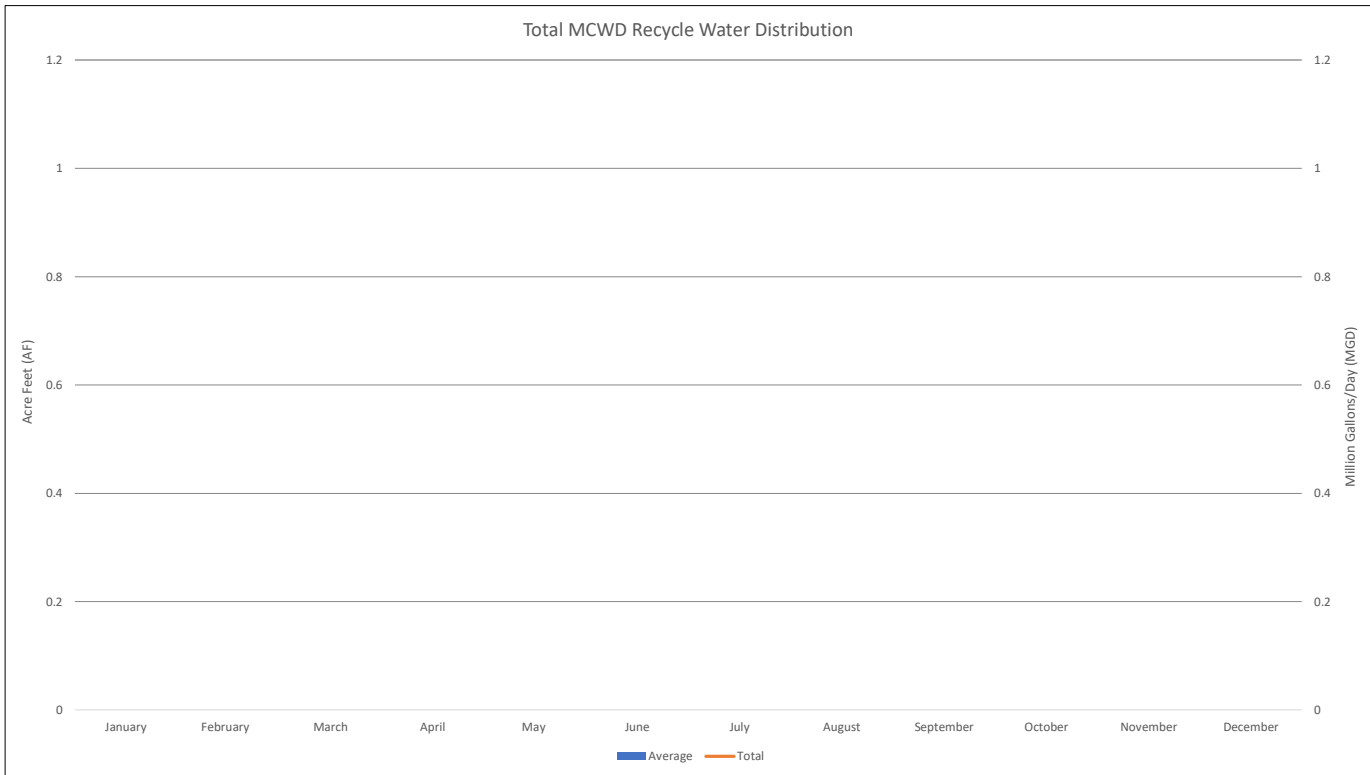
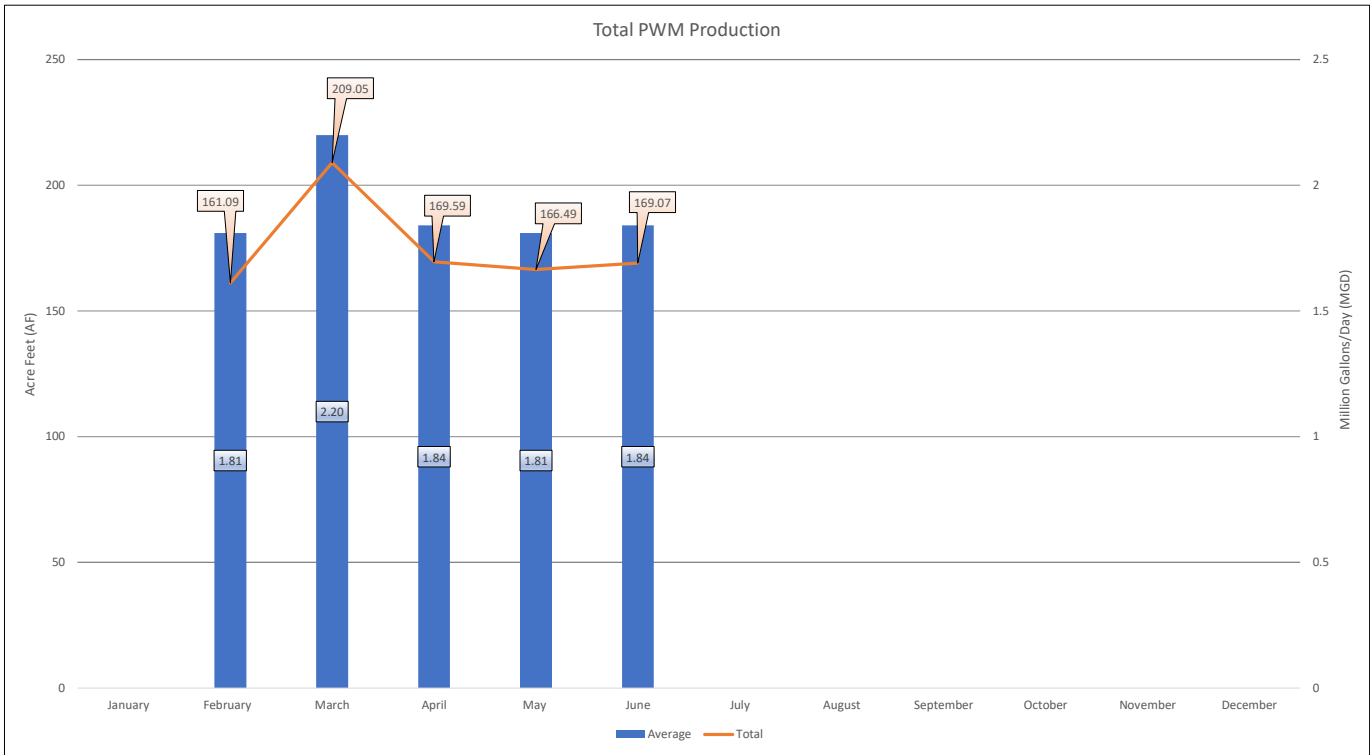
Agenda Title: 2020 Pure Water Monterey and MCWD Recycle Water Flows through June 30, 2020

Summary: The Board is asked to receive the 2020 Pure Water Monterey and MCWD Recycle Water Flows through June 30, 2020. This report tracks flows leaving from the Monterey One Product Water Pump Station. These flows do not necessarily contribute to 100% of the water going through the District's recycle transmission line, as Monterey One Water (M1W) has the ability to bypass prior to the meter to the Castroville Saltwater Intrusion Project (CSIP) holding pond. MCWD recycle water flows are measured at the customer's meter.

M1W provides flow data from the product water pump station, measured by a magnetic meter just as the water leaves their property and is conveyed down the District's pipeline. The total water pumped from the Product Water Pump Station as of June 30, 2020 was 875.29 Acre Feet, and the average flow 1.9 Million Gallons Per Day.

As there are currently no District recycle water customers, the total and average recycle water distribution is 0.

Included with this staff report are charts for January 2020– June 2020 average and total flows per month.



Marina Coast Water District
Staff Report

Agenda Item: 6-H

Meeting Date: August 27, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: 2020 Potable Water Production through June 30, 2020

Summary: The Board is asked to receive the 2020 Product Water Production report, which is produced from the District's seven active drinking water wells.

The District records flow meter readings at each potable well site, from propeller flow meters located just off the well head. The total production through June 30, 2020 was 1,540.89 Acre Feet, and the average produced per day through June 30, 2020 was 8.46 Acre Feet.

Included with this staff report are charts for January 2020 through June 2020, average and total flows per month in Acre Feet.

