



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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JAN SHRINER
President

HERBERT CORTEZ
Vice President

BRAD IMAMURA
THOMAS P. MOORE
GAIL MORTON

Agenda

Regular Board Meeting, Board of Directors

Marina Coast Water District

and

Regular Board Meeting, Board of Directors

Marina Coast Water District Groundwater Sustainability Agency

Hybrid Meeting

920 2nd Avenue, Suite A, Marina, California

and

Zoom Teleconference

Monday, July 17, 2023, 6:00 p.m. PST

Staff and Board members will be attending the July 17, 2023 meeting in person. Members of the public may attend the Board meeting in person or can continue to attend remotely via Zoom conference.

Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment on the action item can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, July 17, 2023; such comments will be distributed to the MCWD Board before the meeting.

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

<https://us02web.zoom.us/j/87313006057?pwd=NEpqRzIvTHdSMytUZ3N4ZnN5RE9adz09>

Passcode: 630770

To participate via phone, please call: 1-669-900-9128; Meeting ID: 873 1300 6057 Passcode: 630770

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

1. Call to Order

2. Roll Call

3. 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.*

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road, and 920 2nd Avenue, Suite A, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, July 13, 2023. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5931.

4. Closed Session

- A. Pursuant to Government Code 54957 (a)
Threat to Public Services or Facilities
Consultation With District Counsel and Information Technology Administrator

- B. Pursuant to Government Code 54956.9
Conference with Legal Counsel – Existing Litigation
LandWatch Monterey County v Marina Coast Water District and Does 1 through 25, inclusive, Monterey County Superior Court Case No. 18CV000877 (Petition for Writ of Mandate)

- C. Pursuant to Government Code 54957.6
Conference with Labor Negotiators
Agency Negotiators (General Manager)
Employee Organization: Teamsters Local 890

Reconvene to Open Session Estimated to be at 8:00 p.m.

5. 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.*

6. Pledge of Allegiance

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

* * * * *

8. Presentation

- A. [Proposed Sewer Billing Change by Monterey One Water](#)
(Page 1)

9. Marina Coast Water District Groundwater Sustainability Agency Matters

A. Presentation

- 1. [Adopt Resolution No. 2023-GSA01 to Approve a Professional Services Agreement with EKI Environment & Water, Inc. for Groundwater Sustainability Plan Implementation](#)
(Page 10)

- 2. [Adopt Resolution No. 2023-GSA02 to Authorize the General Manager to Execute a Cost Sharing Agreement and Supplemental Memorandum of Agreement with the Seaside Watermaster and Monterey Peninsula Water Management District for the Installation of Monitoring Well FO-9 Shallow](#)
(Page 57)

10. Return to Marina Coast Water District Matters

11. Consent Calendar

- A. Receive and File the Check Register for the Month of June 2023
(Page 81)
- B. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 19, 2023
(Page 90)
- C. Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 10, 2023
(Page 98)
- D. Adopt Resolution No. 2023-24 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2023-2024
(Page 102)
- E. Adopt Resolution No. 2023-25 to Authorize the Purchase and Retrofit of a New Sewer Closed Circuit Television Camera and Equipment for the Operations and Maintenance Department
(Page 110)
- F. Adopt Resolution No. 2023-26 to Authorize the Sole-Source Purchase of Eleven Flygt Sewage Pumps for the District's Sewer Lift Stations from Shape Incorporated
(Page 124)
- G. Adopt Resolution No. 2023-27 to Execute a Mutual Assistance Agreement Between Marina Coast Water District and the Carmel Area Wastewater District
(Page 142)

12. **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. Adopt Resolution No. 2023-28 to Approve the First Amendment to the Memorandum of Agreement Between Marina Coast Water District and California Department of Parks and Recreation
(Page 152)
- B. Receive an End of Year Engineering Report
(Page 175)
- C. Adopt Resolution No. 2023-29 to Amend the FY 2022-2023 Capital Improvement Budget to Fully Fund the A1/A2 Reservoir and B/C Booster Station Project and the Intermediate Reservoir Recoating and Replacement Projects
(Page 202)

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

- A. General Manager's Report

B. Committee and Board Liaison Reports

1. Budget and Engineering Committee
2. M1W Board Member Liaison

14. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, August 21, 2023, 6:30 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-A

Meeting Date: July 17, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger P.E.

Agenda Title: Proposed Sewer Billing Change by Monterey One Water

Staff Recommendation: The Board of Directors receive a presentation from Monterey One Water regarding their proposed sewer billing change.

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.*

Discussion/Analysis: Mr. Mike McCullough, Monterey One Water, will give a brief presentation on the proposed change in billing from direct mailing of bi-monthly customer bills, to an annual fee itemized on the Property Tax Bill.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Action: Not applicable.

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

Other Consideration: None.

Material Included for Information/Consideration: Monterey One Water presentation.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

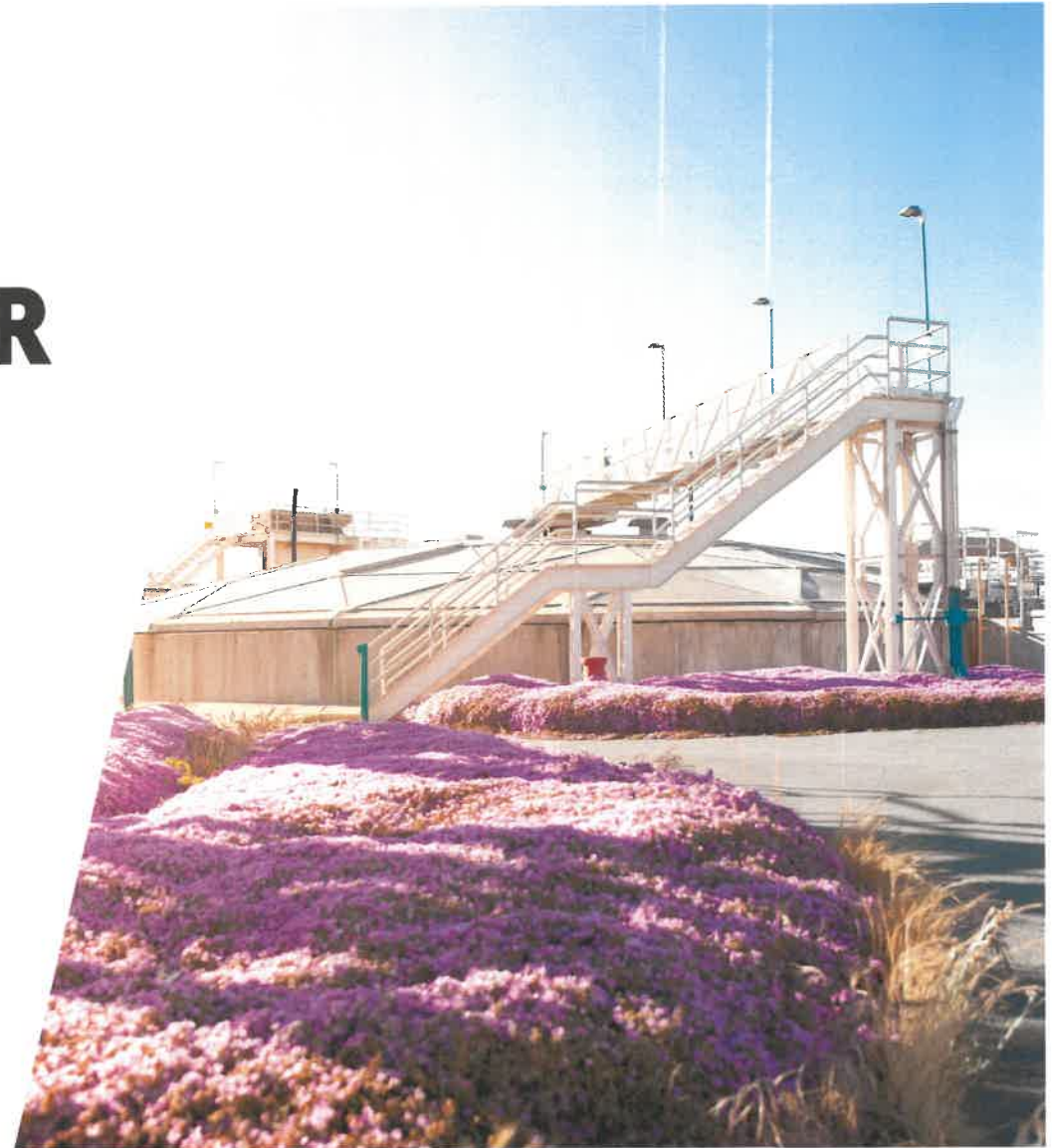
Noes _____ Absent _____

PROPOSED SEWER BILLING CHANGE

Community Presentation & Feedback

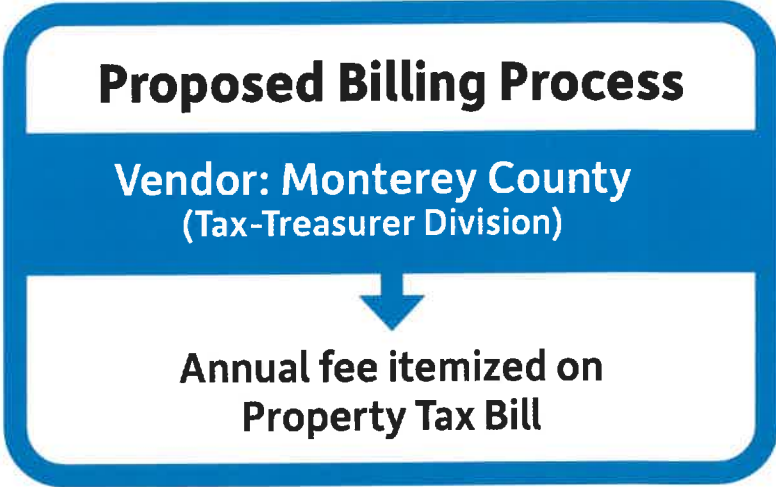
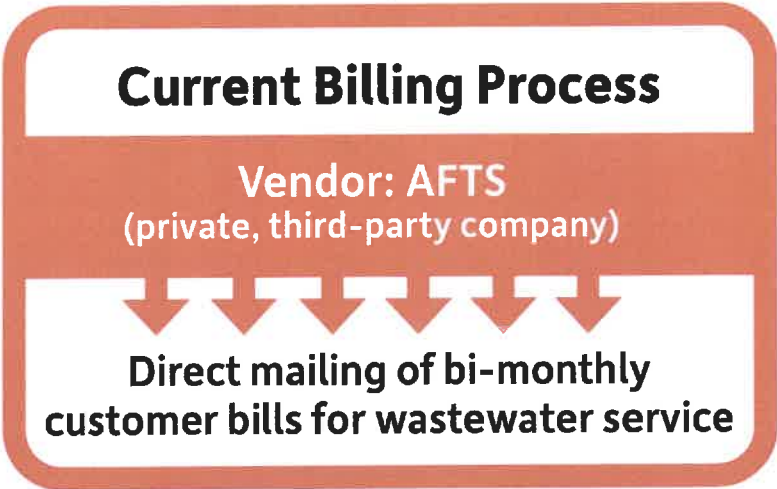


Monterey One Water
Providing Cooperative Water Solutions



Proposed Change

New Vendor & Process



Why?

Customer Experience

Current Limitations:

- No paperless billing
- No online account access
- Vendor printing errors
- Product support ending

Rate Structure

Mandated Service:

- Service cannot be turned off
- Same fee every month—flat rate by type of use
- Common practice for required service

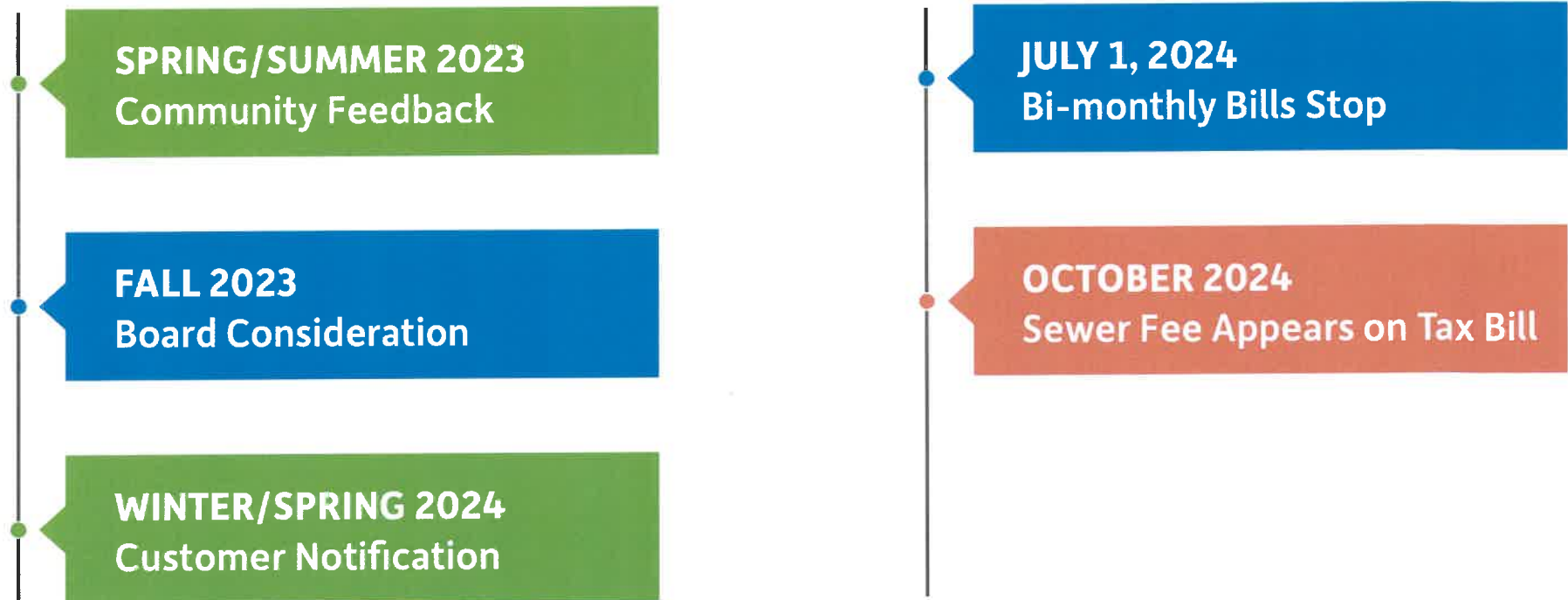
Fiscal

\$400,000 Annual Savings:

- Net savings from vendor change
- Expanded field survey program and billing accuracy

Proposed Timeline

Effective July 1, 2024



Program Changes

Elimination of . . .

- Bi-monthly bills
- Monterey One Water Annual Lien Process
- Responsible Party Designation

What's new . . .

- Annual billing to be paid over 1 or 2 payments
County is pursuing monthly payment option (Easy Smart Pay) to provide option to pay Tax Bill over 12 payments

Monterey One Water
 Providing Cooperative Water Solutions
 P.O. Box 2109
 Monterey, California 93942-2109
 (831) 372-2385 • 449-6386 • 722-9288

Account Information

ACCOUNT NUMBER:
 OWNER NAME:
 SERVICE ADDRESS:
 SERVICE PERIOD:
 BILL DATE:
 DUE DATE:

Account Charges

BEGINNING BALANCE:
 PAYMENTS RECEIVED:

< NEW CHARGES >

Date	Description
02/01/2018	MRWPCA
02/01/2018	City Sewer System Charges

TOTAL AMOUNT DUE:

Special Messages

Payment Locations

Monterey One Water
 Providing Cooperative Water Solutions
 Now you can pay with a charge to your bank account with our new PhonePay and Webpay services. Credit cards still accepted, too.

VISA M/C DISCOVER

CALL 1-866-514-6814
 or
 Click: Pay Your Bill Online at
<http://www.montereyonewater.org>

\$1.00 per transaction fee
 Plus 3% for credit cards only

MONTEREY
 Monterey One Water
 5 Harris Court, Bldg. D
 (see map on reverse)

SEASIDE
 Mal's Market
 1264 Noche Buena Street

Retain this portion for your records • See reverse side for terms and conditions • Make checks payable to: MONTEREY ONE WATER

Monterey One Water
 Providing Cooperative Water Solutions
 P.O. Box 2109
 Monterey, California 93942-2109

PAYMENT COUPON
 Check box for address updates. Write charges on back.
 Save time and postage with auto-payment service (see back)

ACCOUNT NUMBER:
 SERVICE ADDRESS:
Amount Due
 TOTAL AMOUNT DUE:
 BY DUE DATE:

FOR PROPER CREDIT PLEASE RETURN THIS PORTION.
 THE RETURN MAILING ADDRESS IS ON THE
 REVERSE SIDE OF THE PAYMENT COUPON.

Amount Enclosed

|||...|||

Commitment to Transparency

What won't change . . .

Rate Setting Process

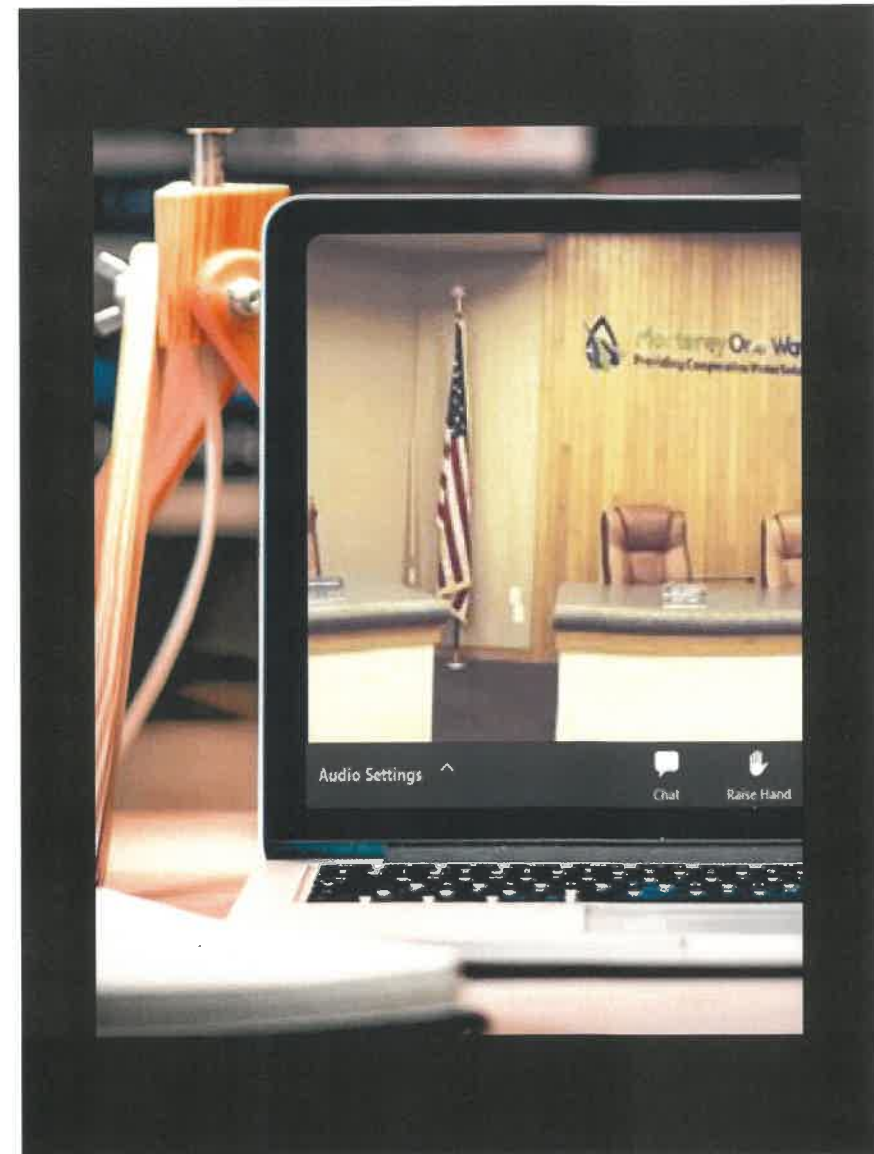
- Mailed notification + public hearing

Budget Approval

- Annual process including public hearing

Public Meetings

- Monthly Board of Directors Meetings are open to the public

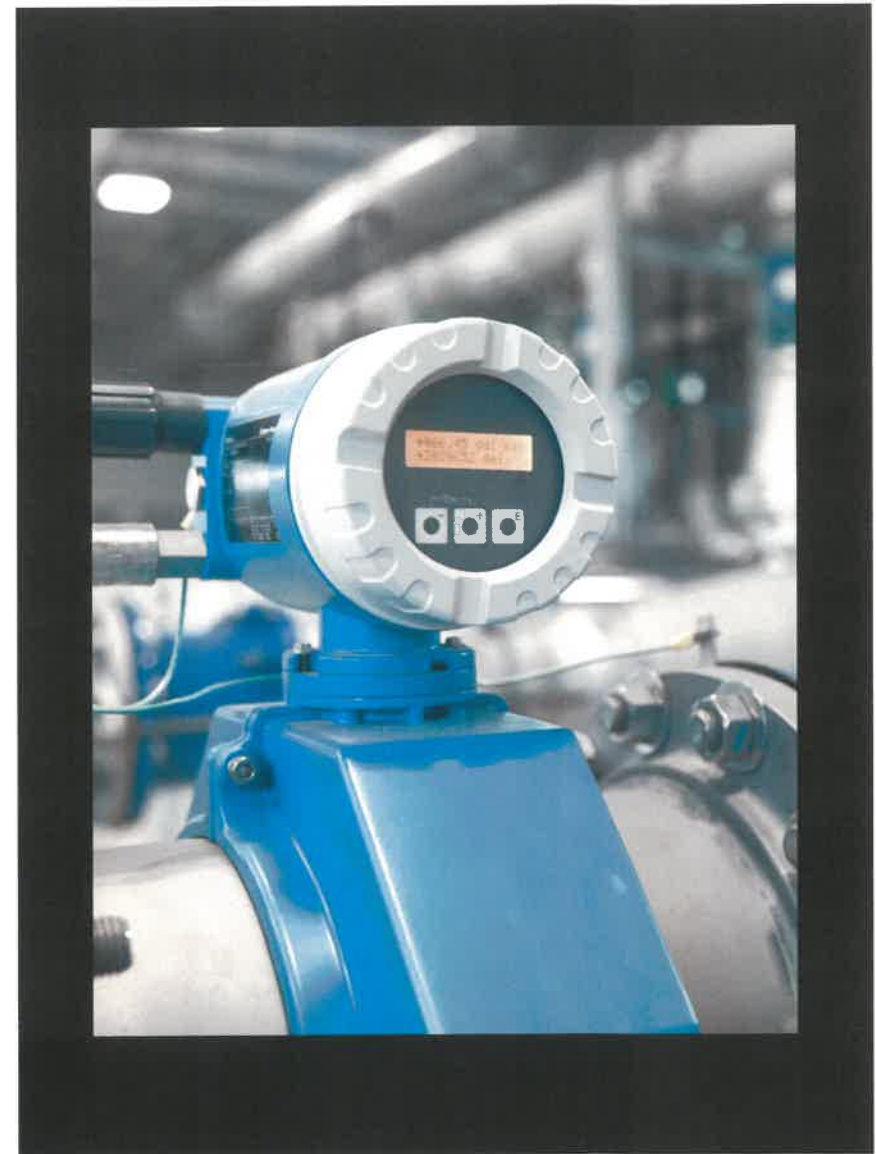


Residential Customer Assistance Program

Program evaluation underway . . .

Considerations

- Available program funding
- Eligibility requirements
- Total credit per customer per year
- Opportunities to assist renters



Future Outreach & Feedback

COMMUNITY FORUMS

Presentation and Discussion

- Virtually and in-person
- Details online and postcard to be sent to customers

JULY 18 Tuesday, July 18 at 6:00 pm (English Only)
El Gabilan Library, Salinas

JULY 20 Thursday, July 20 at 6:00 pm (Spanish Only)
El Gabilan Library, Salinas

AUG 1 Tuesday, August 1 at 6:00 pm (English Only)
Marina Branch, Monterey County Free Libraries

AUG 2 Wednesday, August 2 at 6:00 pm (Spanish Only)
Marina Branch, Monterey County Free Libraries

SUBMIT FEEDBACK

Share input on the proposed billing change

- Use our Online Form to submit your input

montereynewwater.org/billing-update



**Marina Coast Water District
Groundwater Sustainability Agency
Agenda Transmittal**

Agenda Item: 9-A1

Meeting Date: July 17, 2023

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger P.E.

Agenda Title: Adopt Resolution No. 2023-GSA01 to Approve a Professional Services Agreement with EKI Environment & Water, Inc. for Monterey Subbasin Groundwater Sustainability Plan Implementation

Staff Recommendation: Adopt Resolution 2023-GSA01 to approve a Professional Services Agreement with EKI Environment & Water, Inc. (EKI) for a total not-to-exceed amount of \$410,000 for Monterey Subbasin Groundwater Sustainability Plan Implementation; and, authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

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

The Board of Directors awarded a Professional Services Agreement to EKI Environment & Water, Inc. (EKI) for Groundwater Sustainability Plan (GSP) preparation on August 7, 2017. The agreement was subsequently augmented via an amendment(s) by the Board on April 16, 2018, May 18, 2020, and on July 19, 2021, to continue GSP development efforts, develop Basin Setting Information, and Program Management and Grant Administration amongst other activities.

The Monterey Subbasin Groundwater Sustainability Plan was completed and submitted to the Department of Water Resources (DWR) by the January 31, 2022 deadline. Subsequently, the Monterey Subbasin GSP was approved by DWR on April 27, 2023.

EKI has been acting in the capacity of the MCWDGSA technical advisor, coordinator, and developer of the Monterey Subbasin Groundwater Sustainability Plan for the MCWDGSA.

Discussion: As mentioned above the GSP for the Monterey Subbasin was submitted by the statutory deadline of January 31, 2022, to the DWR, DWR approved the Monterey Subbasin on April 27, 2023, and implementation will continue through 2042.

MCWDGSA prepared and applied for the DWR Proposition 68 Round 2 SGMA Implementation Grant for the Monterey Subbasin in December 2022 in collaboration with SVBGSA. On 19 May 2023, DWR announced a draft grant award of \$6,447,910 to the Monterey Subbasin, including funding allocations for efforts described in Tasks 1 and 7 below. The grant allows reimbursement for efforts conducted after December 2021.

Please note, if the DWR Round 2 SGMA Implementation Grant is awarded pursuant to the draft award, \$222,300 of the \$410,000 included in the proposed work authorization will be reimbursed by the grant.

PROPOSED SCOPE OF WORK

Task 1 – Monitoring and Data Gap Filling

As a part of GSP implementation, MCWD will improve the monitoring network, address data gaps identified in the GSP, and expand data collection. In 2022, MCWD and the Seaside Watermaster began discussions on data and cost-sharing of groundwater monitoring in the Subbasin, which is contracted via the MPWMD and Mr. Martin Feeney. Under Task 1, EKI will provide support for monitoring and data gap filling activities planned for 2023, including:

- Develop a sampling program to collect additional water quality data from wells that are currently not monitored for water quality within the Marina-Ord Area and conduct induction logging in Deep Aquifer wells;
- Assist the District in identifying contractors for water quality sampling and induction logging;
- Assist the District in drafting agreements with collaborating agencies to gain access and/or perform the work;
- Conduct project management during groundwater monitoring.

Groundwater sampling will be conducted in coordination with MPMWD, MCWRA, and Fort Ord Base Resuse and Closure Commission office all of which monitor groundwater within the Subbasin and the District's sampling plan will utilize on existing sampling procedures with modifications to address site-specific conditions and SGMA requirements.

The District's Round 2 Grant award includes funding for efforts associated with establishing an induction logging program. The efforts related to induction logging under this task can likely be reimbursed by the grant.

Task 2 – Annual Reporting

The MCWD GSA is required by 23-CCR § 356.2 to submit an Annual Report to DWR by April 1 of each year following the adoption of the GSP. The water year (WY) 2022 Annual Report will encompass October 2021 through September 2022. The Annual Report requires (1) a representation of groundwater elevation data from the Subbasin's monitoring network, groundwater extraction data from the preceding year, total water use by the water use sector, and change in groundwater storage for each principal; and (2) a description of progress towards implementing the GSP, including achieving interim milestones and implementation of projects and management actions.

Pursuant to the MCWD/SVBGSA Framework Agreement, MCWD and SVBGSA each prepared information for their respective management areas (i.e., the Marina-Ord Area and Corral de Tierra Area). MCWD lead the drafting of the report and submitted the report to DWR. As part of Task 1, EKI assisted MCWD in the development, preparation, and submittal of the Monterey Subbasin WY 2022 Annual Report, which included:

- Compiling newly available data from WY 2022 and updating the MCWD Data Management System (DMS) for the Marina Ord Area;
- Producing necessary graphics, tables, and descriptions required under 23-CCR § 356.2 for the Marina-Ord Area;
- Coordinating and obtaining data, graphics, tables, and descriptions for the Corral de Tierra Area;
- Estimate potential changes in groundwater storage within the basin;
- Drafting the WY 2022 Annual Report, and,
- Submitting the Annual Report to DWR.

Task 3 – Maintenance of Basin-Wide Data Management System (DMS)

Under Task 3, EKI will maintain and update MCWD’s DMS and routinely upload SGMA monitoring network data to DWR through December 2023. Data anticipated to be added to the basin-wide DMS includes:

- Water level data at groundwater elevation RMS wells and other potential additional monitoring well site(s)
- Groundwater water quality data at seawater intrusion RMS wells and other potential additional monitoring well site(s);
- Groundwater water quality data from the SWRCB’s GeoTracker GAMA groundwater information system for DDW and ILRP wells;
- InSAR data from the DWR SGMA Data View, which will be used to assess land subsidence; and,
- Water level data at shallow RMS wells for interconnected surface waters to inform groundwater conditions near groundwater dependent ecosystems (GDEs).

The GSP Regulations require that a GSP monitoring network be capable of collecting, at a minimum, two static groundwater elevation readings per year, representing the seasonal low and seasonal high groundwater conditions in the basin, and be submitted to the Department electronically (23 CCR § 354.34(c)(1)(B) and § 354.40). This task includes EKI’s efforts to support the District’s data submittals to DWR through December 2023.

Task 4 – Continued Inter- and Intra- basin Coordination

Task 3 includes inter- and intra-basin coordination with SVBGSA, Seaside Watermaster, and MCWRA on data collection, monitoring, and reporting, groundwater model refinements, and updates, as well as SGMA compliance in adjacent basins. It is anticipated that continued Technical Committee meetings (i.e., staff and technical consultant meetings) will be held between MCWD and SVBGSA approximately monthly to facilitate regional project planning and implementation actions.

Task 5 – Projects and Implementation Actions

Chapter 9 of the GSP identifies a portfolio of projects, management actions, and implementation actions to meet the sustainability goal of the Monterey Subbasin. Several of the implementation actions described in Section 9.5 involve regional coordination. Implementation of identified actions and coordination with regional entities will continue in WY 2023.

Subtask 5.1 – Deep Aquifer Study and Groundwater Technical Advisory Committee

EKI understands that SVBGSA intends to use the Groundwater Technical Advisory Committee (GTAC) as a platform to release findings from the Deep Aquifer Study, Seawater Intrusion (SWI) modeling, and regional project planning processes. Therefore, Subtask

5.1 includes EKI’s participation in the GTAC through December 2023 and a review of information released through the GTAC. SVBGSA plans to discuss the completed SWI model during April and, the hydrogeologic conceptual model (HCM) results from the Deep Aquifer Study in June and July 2023.

Subtask 5.2 – MCWD-Specific Project Planning

EKI supported the District in completing the Indirect Potable Reuse (IPR) Feasibility Study in November 2022, which confirmed the feasibility of an IPR project and recommended injection into the Deep Aquifers for production through Wells 10 and 11. Component 3 of the Round 2 SGMA Implementation Grant submitted in December 2022 included planning, engineering, and construction of such an IPR project; however, the DWR draft grant award

did not fund this project. It is our understanding that the District plans to still pursue this project.

As such, Task 5.2 supports the initial planning steps for the IPR project, including:

- Assess MCWD’s sewer system capacity and alternatives to dispose of backflush water;
- Coordination with Fort Ord to understand injection at various sites and its impacts on seawater intrusion.

A separate work authorization will be developed upon completion of these activities to support the next phases of this project.

Task 6 – SWI Model Review and Regional Projects Planning

The SVBGSA recently developed a three-dimensional variable-density model that aims to recreate historical seawater intrusion conditions within the coastal portion of the Salinas Valley Basin (“SWI model”) and will be applied to evaluate regional Projects and Management Actions (P&MAs) for mitigating ongoing seawater intrusion in the Basin. Calibration of the historical SWI model was completed in March 2023, and SVBGSA delivered final model files and accompanying documentation was provided to the GTAC on March 17, 2023, for discussion at the April GTAC meeting.

As SWI model development was partially funded by the Monterey Subbasin DWR Round 1 Proposition 68 SGMA Implementation Grant, the model was intended to build upon data collected by MCWD for the development of the Monterey Subbasin Groundwater Flow Model (MBGWFM). However, EKI conducted a preliminary review of the SWI model upon its release and identified significant discrepancies in the representation of hydrogeology and groundwater conditions within the Monterey Subbasin. It is unclear how these discrepancies will affect the SWI model’s ability to accurately represent future seawater intrusion conditions and predict the potential benefits and/or impacts of proposed regional P&MAs on local groundwater supplies within the MCWD service area and throughout the Subbasin. MCWD staff and consultants have met with SVBGSA to inform them of this issue and made it clear that we would be interested in gaining a better understanding of the SWI model’s performance and accuracy in representing local hydrogeological conditions within the Monterey Subbasin before agreeing to support future P&MA scenario analyses (further described below) with the SWI model in its current state.

Subtask 6.1 – Review SWI Model and Prepare Memorandum

EKI will review the calibrated historical SWI model and perform additional analyses to better evaluate the model’s ability to reasonably predict the benefits and/or impacts of proposed regional P&MAs (e.g., the proposed seawater extraction barrier project, see Subtask 6.2) on local groundwater supplies within MCWD and in the greater Monterey Subbasin. EKI’s review of the SWI model may include, but is not necessarily limited to:

- Evaluating SWI model geometry, layering, and parameterization to determine if the model adequately represents local hydrogeology within the Subbasin;
- Reviewing SWI model calibration to historical groundwater level monitoring data collected throughout the Subbasin to determine if the model reasonably recreates historical and current groundwater flow conditions within the Subbasin;
- Reviewing SWI model calibration to historical chloride and/or total dissolved solids (TDS) monitoring data to determine if the model reasonably reflects historical and current seawater intrusion conditions within the Subbasin and their historical migration patterns;
- Reviewing water budget outputs from the SWI model to determine if the model reasonably represents the historical groundwater budget within the Monterey Subbasin as documented in the GSP; and,

- Reviewing SWI model documentation to determine if the data and assumptions employed for model development and calibration within the Monterey Subbasin reasonably incorporate the information provided by MCWD and other Basin stakeholders and reflect the best available data and science.

EKI will summarize its findings in a brief technical memorandum to be provided to the SVBGSA and the GTAC.

Subtask 6.2 – Review Regional Project Scenarios

EKI understands that SVBGSA plans to perform a limited number of modifications to the SWI Model based on comments received from the GTAC and perform four preliminary future scenario model runs with the SWI model during the Summer of 2023 to assess regional P&MA implementation options for mitigating seawater intrusion, including (1) baseline conditions (i.e., no P&MA implementation), (2) modeling the implementation of a seawater extraction barrier and desalting plant project, (3) implementation of the reservoir operation and aquifer storage and recovery (ASR) project in the 180/400-Foot Aquifer Subbasin, and (4) implementation of demand management (i.e., reduced groundwater production) specified in SVBGSA GSPs. In addition, SVBGSA received funding from the DWR Round 1 Proposition 68 SGMA Implementation Grant in the 180/400-Foot Aquifer Subbasin to conduct feasibility studies for the seawater extraction barrier, ASR, and demand management P&MAs. SVBGSA intends to invite the District’s participation in its feasibility study Request for Proposals (RFP) committee.

As part of Subtask 6.2, EKI will assist SVBGSA’s SGMA consultant Montgomery & Associates (M&A) with any proposed SWI Model revisions in an advisory role and complete a high-level evaluation of results from the four future SWI model scenarios proposed by SVBGSA to identify any projected benefits and/or impacts of each scenario with respect to groundwater level and seawater intrusion conditions within MCWD and the greater Monterey Subbasin. EKI will be available to participate in meetings with the District and SVBGSA to discuss model results and will further support the District’s participation in SVBGSA’s Feasibility Study committee. Preparation and submittal of formal comments on the scenarios are not included in this subtask and can be conducted subject to separate approval from the District.

Task 7 – Regional Model Updates

As described above, multiple groundwater flow models have been developed to meet various groundwater management and planning objectives within the Salinas Valley. Existing models that cover the Monterey Subbasin include the MBGWFM developed by MCWD as part of the 2022 GSP submittal, the SWI model recently developed by SVBGSA, and the Salinas Valley Integrated Hydrologic Model (SVIHM) currently in development by the United States Geologic Survey (USGS). As of March 2023, the SWI model and Salinas Valley Geologic Model (SVGGM; the underlying geologic framework informing the SVIHM) have been made publicly available by SVBGSA and USGS, respectively. It is anticipated that the full historical SVIHM will be released sometime in early 2024.

As part of submittal of the Round 2 SGMA Implementation Grant application for the Monterey Subbasin, MCWD and SVBGSA agreed that, given the hydraulic interconnectivity between the coastal Subbasins of the Salinas Valley Basin and the regional scale of planning and implementation efforts likely required to meet long-term SGMA compliance, it would benefit the Subbasin to implement a regional groundwater flow model for future SGMA planning and implementation efforts in coordination with the 180/400-Foot Aquifer Subbasin and ideally the Seaside Subbasin. Through these discussions, the SVIHM was identified as the best candidate for regional SGMA modeling purposes; however, it is recognized by both parties that the current

version of SVIHM does not sufficiently represent local hydrogeology nor is it adequately calibrated to groundwater monitoring data within the Monterey Subbasin (as detailed in a technical memorandum presented to the SVBGSA Advisory Committee on April 2, 2021 and included as Appendix 6-C to the Monterey GSP). As such, Component 2 of the Round 2 Grant application included a task (i.e., Task 9) to recalibrate and update the SVIHM and the SWI model in the Monterey Subbasin in collaboration with SVBGSA to enhance its suitability for meeting future SGMA reporting and compliance requirements within the Subbasin. In addition, as discussed under Task 6, EKI identified various discrepancies in the SWI model's representation of the Monterey Subbasin. It is likely that the SWI model will require similar refinements to improve its ability to predict the potential benefits and/or impacts of proposed regional P&MAs on local groundwater supplies within the MCWD service area and throughout the Subbasin.

Under Task 7, EKI will initiate work on updating the SWI model by making various refinements to the geologic representation of the Monterey Subbasin. These updates will likely include refining model layering to better reflect the structure and geometry of the local aquifers as is represented in the MBGWFM and in other recent hydrogeologic investigations and data collection efforts completed in the Monterey Subbasin. Anticipated efforts under Task 7 include, but are not necessarily limited to:

- Compiling and reviewing existing SVGM model files and their supporting data and references;
- Performing a detailed evaluation of SVGM layering and geometry for each principal aquifer and comparison to MBGWFM, the SWI model, the Seaside Groundwater Model, and other relevant local hydrogeologic data and studies;
- Updating SVGM model layering and geometry using a three-dimensional geologic modeling platform (e.g., Leapfrog) to better reflect local hydrogeology within the Monterey Subbasin;
- Reconciling the updated SVGM with the SWI model;
- Running the updated SWI model for some of the proposed regional scenarios; and,
- Coordination with SVBGSA and its technical consultant on the above.

EKI's review and evaluation of the SWI model under Task 6 will inform this task. EKI will summarize the results of Task 7 in a brief technical memorandum. The results of Task 7 will be provided to SVBGSA to be used to further inform updates to the SWI model. As mentioned above, efforts included in Task 7 directly align with the scope of Component 2 of the DWR Proposition 68 Round 2 SGMA Implementation Grant application, and thus will likely be reimbursable pending DWR's release of final Grant awards (anticipated in late 2023). Component 2 of the Grant application also includes MCWD efforts to engage in further refinements of the SVIHM as well as the SWI model; this may be conducted after completing Task 7 efforts subject to separate approval from the District.

PROJECT SCHEDULE

Efforts under the proposed scope of work of this Work Authorization are anticipated to occur through June 2024.

PROPOSED PROJECT BUDGET

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis in accordance with our current Schedule of Charges. Based on previous authorizations and the consultant budget planned under respective grant applications, we propose a budget of \$410,000 for Tasks 1 through 7, as shown below, which will not be exceeded without additional authorization. As shown in the table below, Tasks 1 and 7 contain

approximately \$222,300 of efforts that will be reimbursed by the Round 2 SGMA Implementation Grant if the final grant award is consistent with the draft award.

Tasks	Budget	Potential Reimbursement by Round 2 Grant
Task 1 – Annual Monitoring	\$15,000	\$5,400
Task 2 – Annual Reporting	\$59,200	\$0
Task 3 – Maintenance of Basin-wide DMS	\$10,000	\$0
Task 4 – Continued Inter- and Intra- basin Coordination	\$33,400	\$0
Task 5 – Projects and Implementation Actions	\$24,900	\$0
Task 6 – SWI Model Review and Regional Projects Planning	\$50,200	\$0
Task 7 – Regional Model Updates	\$216,900	\$216,900
TOTAL	\$410,000	\$222,300

Environmental Review Compliance: None required.

Legal Counsel Review: Legal counsel has reviewed the PSA.

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

Financial Impact: Yes No **Funding Source/Recap:** Funding for this Professional Services Agreement is included in the FY 2023/2024 Water Resources Consultant budget.

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

Materials Included for Information/Consideration: Resolution No. 2023-GSA01; and, Draft Professional Services Agreement with EKI Proposed Work Authorization included as an appendix

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 17, 2023

Resolution No. 2023-GSA01
Resolution of the Board of Directors
Marina Coast Water District Groundwater Sustainability Agency
Approving a Professional Services Agreement with EKI Environment & Water, Inc.
for Monterey Subbasin GSP Implementation

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District Groundwater Sustainability Agency (“MCWDGSA”), at a regular meeting duly called and held on July 17, 2023 at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, the Sustainable Groundwater Management Act (SGMA) of 2014, Water Code Sections 10720-10736.6 was signed into law September 16, 2014; and,

WHEREAS, the District formed Groundwater Sustainability Agencies for the Central Marina and Ord Community Service Areas in portions of the Monterey Subbasin and the 180/400 Subbasin in conformance with the SGMA; and,

WHEREAS, SGMA gives local agencies, such as the District, additional authorities and powers to manage groundwater; and,

WHEREAS, SGMA required a coordinated Groundwater Sustainability Plan (GSP) or GSPs among or between adjacent GSAs and adjacent subbasins be submitted by January 31, 2022; and,

WHEREAS, the MCWD GSA submitted a GSP for the Monterey Sub-basin on January 28th, 2022; and,

WHEREAS, the Monterey Sub-basin GSP was approved by DWR on April 27, 2023; and,

WHEREAS, the Monterey Sub-basin GSP now needs to be continually implemented until 2042; and,

WHEREAS, EKI Environment & Water, Inc. staff is familiar with the Marina Coast Water District, with District staff developed the Monterey Sub-basin GSP, has been providing consulting services to the District since 2014, has demonstrated extensive knowledge related to Groundwater Resources and Planning & Implementation; and District staff believes that the monetary resource proposed herein is reasonable given the complexities of the work.

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

1. Adopt Resolution No. 2023-GSA01 approving a Professional Services Agreement with EKI Environment & Water, Inc.;
2. authorize the General Manager to execute the Professional Services Agreement with EKI Environment & Water, Inc. for and implementation of the Monterey Subbasin GSP and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution, the total dollar amount not-to-exceed \$410,000.

PASSED AND ADOPTED on July 17, 2023, by the Board of Directors of the Marina Coast Water District Groundwater Sustainability Agency by the following roll call vote:

Ayes: Directors _____
Noes: Directors _____
Absent: Directors _____
Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-GSA01 adopted July 17, 2023.

Remleh Scherzinger, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND EKI ENVIROMENT & WATER
FOR Monterey Subbasin GSP Implementation

Funding No. TBD

Task No. TBD

THIS AGREEMENT, made and entered into this _____, by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and EKI ENVIROMENT & WATER, with its principal offices at _____ hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to Monterey Subbasin GSP Implementation with a scope generally defined by Consultant's Proposal presented in Appendix A; and

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

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

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

ARTICLE I - PROFESSIONAL ENGAGEMENT

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

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

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

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

ARTICLE II - SCOPE OF SERVICES

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

ARTICLE III – GENERAL PROVISIONS

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

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

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

ARTICLE IV: COOPERATION BY DISTRICT

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

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

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

Article V – SCHEDULE

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

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

Article VI – LITIGATION

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

ARTICLE VII: COMPENSATION

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

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

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

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

1. Appendix A and/or Amendments must specify that the work is to be performed on a time and expenses basis with a total cost not-to-exceed.
2. Compensation to CONSULTANT shall be on a time and expense reimbursement basis in accordance with CONSULTANT's Schedule of Charges. A current copy of the Schedule of Charges will be included with each Amendment.
3. Payments for services provided by CONSULTANT on a time and expense basis shall be made monthly by the DISTRICT based on an itemized invoice from CONSULTANT which lists actual costs and expenses or units of work performed on the Project in the immediately preceding month. Such payments shall be for the invoice amount, without

retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

4. A budget for compensation for services provided by CONSULTANT on a time and expense basis will be established in the Compensation section of Appendix A and/or the Amendment. The budget established shall not be exceeded without DISTRICT's written authorization.

5. The budget may be increased by Amendment if necessary to complete the scope of work. If appropriate, CONSULTANT will advise DISTRICT of the anticipated expenditure over the budgeted amount at the fifty (50) percent completion point of the Amendment work and request additional budget authorization.

6. Amendments using a time and expense reimbursement should be limited in scope. The product of these Amendment(s) should adequately define the specific scope and effort necessary to achieve the necessary addition/modification and develop a lump sum proposal for the required engineering services.

C. CONSULTANT's final statement or invoice for any services which include construction, or the final statement or invoice for the Project, whichever occurs earlier in time, shall include properly completed and executed Releases of Liens and Claims (see Appendix C). Payment of any invoice not satisfying these requirements may be withheld until the requirements has been satisfied.

D. The CONSULTANT shall submit itemized statement or invoice of costs to the DISTRICT for each month that work is performed. The DISTRICT shall pay the CONSULTANT by the 25th of the month for invoices and itemized statements submitted by the first day of the same month. Payments are due upon receipt of a statement or invoice prepared in a manner acceptable to DISTRICT and approved by DISTRICT.

ARTICLE VIII: RECORDS

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

ARTICLE IX: TITLE TO DOCUMENTS

All reports, drawings, specifications, submittals and other materials collected or produced by the CONSULTANT hereunder shall, after completion and acceptance, become the property of the DISTRICT.

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

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

ARTICLE X: KEY PERSONNEL

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

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

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

The CONSULTANT shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the DISTRICT. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the CONSULTANT'S proposal unless approved by the DISTRICT in writing.

ARTICLE XII: INSURANCE AND LIABILITY

The CONSULTANT agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees as provided in Appendix B, attached hereto and hereby incorporated by reference to the fullest extent permitted by law.

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

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

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

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

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

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

Article XIII - Suspension of Work

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

ARTICLE XIV: TERMINATION

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

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

ARTICLE XV: NOTICE

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

TO: Marina Coast Water District
920 2nd Avenue, Suite A
Marina, CA 93933
Attention: General Manager

TO: _____

Attention: _____
[Consultant Name & Address]

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

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

ARTICLE XVII: DISPUTES

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

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

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

Marina Coast Water District

(CONSULTANT)

Remleh Scherzinger
General Manager

[Type name and title]

Appendix A

Appendix A includes:

Consultant's Proposal

Appendix B

INDEMNIFICATION AGREEMENTS & INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

GENERAL CONDITIONS

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

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

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEC Coverage – For work involving portions of the former Fort Ord outside the cantonment area, all insurance maintained by Consultant shall include coverage for services, work in or around MEC, or claims, damage or injury related in any way to this Agreement which arise from MEC. The Marina Coast Water District, its officers, directors and employees and any of its authorized representatives and volunteers shall be named as additional insureds under all insurance maintained by Consultant related in any way to work performed by it on behalf of the Marina Coast Water District.

Evidences of Insurance - Prior to execution of the Agreement, the Consultant shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such

evidence shall include the additional insured endorsements. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

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

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

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

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

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

Appendix C

Appendix C includes:

Release of Liens and Claims (CONSULTANT)

Release of Liens and Claims (Subconsultants and Subcontractors)

CONSULTANT'S RELEASE OF LIENS AND CLAIMS

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

(the "Facilities"); and,

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

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

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

(SEAL)

CONSULTANT

Dated: _____

By: _____

Title: _____

I, _____, duly authorized representative of _____, designated as CONSULTANT in the above-referenced Agreement, do hereby state that the parties whose names are signed to the attached releases, Documents 1 through _____, are all of the parties who have performed or furnished labor, services, materials, or equipment in connection with the construction of the Facilities mentioned above, excepting only such materials as may have been furnished by DISTRICT.

Dated: _____

Duly Authorized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

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

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

(the "Facilities"); and,

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

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

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

(SEAL)

(Company Name)

Dated: _____

By: _____

Title: _____

I, _____, duly authorized representative of _____, designated as CONSULTANT in the above-referenced Agreement, do hereby state that the parties whose names are signed to the attached releases, Documents 1 through _____, are all of the parties who have performed or furnished labor, services, materials, or equipment in connection with the construction of the Facilities mentioned above, excepting only such materials as may have been furnished by DISTRICT.

Dated: _____

Duly Authorized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND EKI ENVIROMENT & WATER
FOR MONTEREY SUBBASIN GSP IMPLEMENTATION**

AMENDMENT NO. []

Article II - Scope of Services shall be [DESCRIPTION OF ADDITIONAL OR MODIFIED SCOPE OF SERVICES].

Article IV - Schedule shall be amended by a [] week extension.

Article IX - Payment shall be amended by a lump sum (or not-to-exceed if time and expense contract) amount of [\$]. *(NOTE: IF TIME AND EXPENSE CONTRACT, TASK ORDER MUST BE ACCOMPANIED BY CONSULTANT'S MOST CURRENT SCHEDULE OF CHARGES.)*

All other articles of the [DATE] AGREEMENT FOR SERVICES remain the same.

OWNER and CONSULTANT have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of [].

Prepared by: _____ Date _____
(DISTRICT REPRESENTATIVE)

ENGINEER
[Name of consulting firm]

OWNER
Marina Coast Water District

By _____

By _____

Title _____

Title: General Manager

Date _____

Date _____

EXHIBIT A –SCOPE OF WORK

Professional Services for Monterey Subbasin Groundwater Sustainability Plan Implementation 2023 Marina Coast Water District

EKI Environment & Water, Inc. (EKI; formerly known as Erler & Kalinowski, Inc.) is pleased to provide Marina Coast Water District (MCWD or District) this scope of work for the implementation of the Monterey Subbasin GSP (GSP). This scope of work covers anticipated support for (1) reoccurring Groundwater Sustainability Agency (GSA) data collection, monitoring, reporting, and coordination activities through December 2023 as well as (2) near-term efforts related to regional projects planning and numerical model refinements.

BACKGROUND

The Monterey Subbasin GSP was submitted to the Department of Water Resources (DWR) on 28 January 2022. The plan provides a roadmap for achieving sustainable groundwater management in the 20-year Sustainable Groundwater Management Act (SGMA) compliance period. Chapter 10 of the GSP identifies implementation actions to be conducted pursuant to the GSP. MCWD GSA initiated GSP implementation activities immediately upon GSP adoption, which focused on the following efforts to date:

- Data collection, monitoring, and reporting under GSA responsibilities;
- Coordination with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) and other water management agencies including the Monterey County Water Resources Agency (MCWRA), Seaside Watermaster, the Monterey Peninsula Water Management District (MPMWD), and Monterey One Water (M1W);
- Participation in the SVBGSA Advisory Committee, Seawater Intrusion Working Group (SWIG), SWIG Technical Advisory Committee, and Monterey Subbasin Implementation Committee;
- Groundwater planning activities including supporting the Deep Aquifer Study and development of the Seawater Intrusion Model by providing data, review, and feedback to SVBGSA;
- Application for the Department of Water Resources (DWR) Proposition 68 Round 2 SGMA Implementation Grant for near-term MCWD and SVBGSA implementation activities within the Monterey Subbasin; and

- Completion of the Indirect Potable Reuse Feasibility Study.

The scope of work and budget identified herein includes tasks to be performed by EKI to support recurring GSA activities by MCWD through December 2023 (Tasks 1 through 5), review of the SVBGSA Seawater Intrusion Model and associated coordination efforts regarding the proposed Regional Extraction Barrier feasibility study,(Task 6), and revision of geological information and associated updates of the regional groundwater models (i.e., the Seawater Intrusion Model and Salinas Valley Integrated Hydrologic Model (SVIHM) (Task 7).

As mentioned above, MCWD prepared and applied for the DWR Proposition 68 Round 2 SGMA Implementation Grant for the Monterey Subbasin in December 2022 in collaboration with SVBGSA. On 19 May 2023, DWR announced a draft grant award of \$6,447,910 to the Monterey Subbasin, including funding allocations for efforts described in Tasks 1 and 7 below. The grant allows reimbursement for efforts conducted after December 2021.

PROPOSED SCOPE OF WORK

Task 1 – Monitoring and Data Gap Filling

As a part of GSP implementation, MCWD plans to improve the monitoring network, address data gaps identified in the GSP, and expand data collection. In 2022, MCWD and the Seaside Watermaster began discussions on data and cost-sharing of groundwater monitoring in the Subbasin, which is contracted via the MPWMD and Mr. Martin Feeney. Under Task 1, EKI will provide support for monitoring and data gap filling activities planned for 2023 , including:

- Develop a sampling program to collect additional water quality data from wells that are currently not monitored for water quality within the Marina-Ord Area and conduct induction logging in Deep Aquifer wells;
- Assist the District in identifying contractors for water quality sampling and induction logging;
- Assist the District in drafting agreements with collaborating agencies to gain access and/or perform the work;
- Conduct project management during groundwater monitoring.

It is assumed that groundwater sampling will be conducted in coordination with MPMWD, MCWRA, and Fort Ord which currently monitors groundwater within the Subbasin and that the District’s sampling plan will rely largely on existing sampling procedures with modifications to address site-specific conditions and SGMA requirements.

The District’s Round 2 Grant award includes funding for efforts associated with establishing an induction logging program. Therefore, the efforts related to induction logging under this task can likely be reimbursed by the grant.

Task 2 – Annual Reporting

The MCWD GSA is required by 23-CCR § 356.2 to submit an Annual Report to DWR by April 1 of each year following the adoption of the GSP. The water year (WY) 2022 Annual Report will encompass October 2021 through September 2022. The Annual Report requires (1) a representation of groundwater elevation data from the Subbasin’s monitoring network, groundwater extraction data from the preceding year, total water use by the water use sector, and change in groundwater storage for each principal; and (2) a description of progress towards implementing the GSP, including achieving interim milestones and implementation of projects and management actions.

Pursuant to the MCWD/SVBGSA Framework Agreement, MCWD and SVBGSA will each prepare information for their respective management areas (i.e., the Marina-Ord Area and Corral de Tierra Area). MCWD will lead the drafting of the report and submit the report to DWR. As part of Task 1, EKI will support MCWD in the development, preparation, and submittal of the Monterey Subbasin WY 2022 Annual Report, which includes

- Compiling newly available data from WY 2022 and updating the MCWD Data Management System (DMS) for the Marina Ord Area;
- Producing necessary graphics, tables, and descriptions required under 23-CCR § 356.2 for the Marina-Ord Area;
- Coordinating and obtaining data, graphics, tables, and descriptions for the Corral de Tierra Area;
- Estimate potential changes in groundwater storage within the basin;
- Drafting the WY 2022 Annual Report, and
- Submitting the Annual Report to DWR.

Task 3 – Maintenance of Basin-Wide Data Management System (DMS)

Under Task 3, EKI will maintain and update MCWD’s DMS and routinely upload SGMA monitoring network data to DWR through December 2023.

Data anticipated to be added to the basin-wide DMS includes:

- Water level data at groundwater elevation RMS wells and other potential additional monitoring well site(s);

- Groundwater water quality data at seawater intrusion RMS wells and other potential additional monitoring well site(s);
- Groundwater water quality data from the SWRCB’s GeoTracker GAMA groundwater information system for DDW and ILRP wells;
- InSAR data from the DWR SGMA Data View, which will be used to assess land subsidence; and
- Water level data at shallow RMS wells for interconnected surface waters to inform groundwater conditions near groundwater dependent ecosystems (GDEs).

The GSP Regulations require that a GSP monitoring network be capable of collecting, at a minimum, two static groundwater elevation readings per year, representing the seasonal low and seasonal high groundwater conditions in the basin, and be submitted to the Department electronically (23 CCR § 354.34(c)(1)(B) and § 354.40). This task includes EKI’s efforts to support the District’s data submittals to DWR through December 2023.

Task 4 – Continued Inter- and Intra- basin Coordination

Task 3 includes inter- and intra-basin coordination with SVBGSA, Seaside Watermaster, and MCWRA on data collection, monitoring, and reporting, groundwater model refinements, and updates, as well as SGMA compliance in adjacent basins. It is anticipated that continued Technical Committee meetings (i.e., staff and technical consultant meetings) will be held between MCWD and SVBGSA approximately monthly to facilitate regional project planning and implementation actions.

Task 5 – Projects and Implementation Actions

Chapter 9 of the GSP identifies a portfolio of projects, management actions, and implementation actions to meet the sustainability goal of the Monterey Subbasin. Several of the implementation actions described in Section 9.5 involve regional coordination. Implementation of identified actions and coordination with regional entities will continue in WY 2023.

Subtask 5.1 – Deep Aquifer Study and Groundwater Technical Advisory Committee

EKI understands that SVBGSA intends to use the Groundwater Technical Advisory Committee (successor of the SWIG TAC) as a platform to release findings from the Deep Aquifer Study, Seawater Intrusion (SWI) modeling, and regional project planning processes. Therefore, Subtask 5.1 includes EKI’s participation in the GTAC through December 2023 and a review of information released through the GTAC. SVBGSA plans to discuss the completed SWI model during April and

the hydrogeologic conceptual model (HCM) results from the Deep Aquifer Study in June and July 2023.

Subtask 5.2 – MCWD-Specific Project Planning

EKI supported the District in completing the Indirect Potable Reuse (IPR) Feasibility Study in November 2022, which confirmed the feasibility of an IPR project and recommended injection into the Deep Aquifers for production through Wells 10 and 11. Component 3 of the Round 2 SGMA Implementation Grant submitted in December 2022 included planning, engineering, and construction of such an IPR project; however, the DWR draft grant award did not fund this project. It is our understanding that the District plans to still pursue this project.

As such, Task 5.2 supports the initial planning steps for the IPR project, including:

- Assess MCWD’s sewer system capacity and alternatives to dispose of backflush water;
- Coordination with Fort Ord to understand injection at Sites 2/12 and its impacts on seawater intrusion.

A separate work authorization will be developed upon completion of these activities to support the next phases of this project.

Task 6 – SWI Model Review and Regional Projects Planning

The SVBGSA recently developed a three-dimensional variable-density model that aims to recreate historical seawater intrusion conditions within the coastal portion of the Salinas Valley Basin (“SWI model”) and will be applied to evaluate regional Projects and Management Actions (P&MAs) for mitigating ongoing seawater intrusion in the Basin. Calibration of the historical SWI model was completed in March 2023, and SVBGSA delivered final model files and accompanying documentation was provided to the GTAC on March 17, 2023, for discussion at the April GTAC meeting.

As SWI model development was partially funded by the Monterey Subbasin DWR Round 1 Proposition 68 SGMA Implementation Grant, the model was intended to build upon data collected by MCWD for the development of the Monterey Subbasin Groundwater Flow Model (MBGWFM). However, EKI conducted a preliminary review of the SWI model upon its release and identified significant discrepancies in the representation of hydrogeology and groundwater conditions within the Monterey Subbasin. It is unclear how these discrepancies will affect the SWI model’s ability to accurately represent future seawater intrusion conditions and predict the potential benefits and/or impacts of proposed regional P&MAs on local groundwater supplies within the MCWD service area and throughout the Subbasin. MCWD staff and consultants have

met with SVBGSA to inform them of this issue and made it clear that we would be interested in gaining a better understanding of the SWI model’s performance and accuracy in representing local hydrogeological conditions within the Monterey Subbasin before agreeing to support future P&MA scenario analyses (further described below) with the SWI model in its current state.

Subtask 6.1 – Review SWI Model and Prepare Memorandum

As part of Subtask 6.1, EKI will review the calibrated historical SWI model and perform additional analyses to better evaluate the model’s ability to reasonably predict the benefits and/or impacts of proposed regional P&MAs (e.g., the proposed seawater extraction barrier project, see Subtask 6.2) on local groundwater supplies within MCWD and in the greater Monterey Subbasin. EKI’s review of the SWI model may include, but is not necessarily limited to:

- Evaluating SWI model geometry, layering, and parameterization to determine if the model adequately represents local hydrogeology within the Subbasin;
- Reviewing SWI model calibration to historical groundwater level monitoring data collected throughout the Subbasin to determine if the model reasonably recreates historical and current groundwater flow conditions within the Subbasin;
- Reviewing SWI model calibration to historical chloride and/or total dissolved solids (TDS) monitoring data to determine if the model reasonably reflects historical and current seawater intrusion conditions within the Subbasin and their historical migration patterns;
- Reviewing water budget outputs from the SWI model to determine if the model reasonably represents the historical groundwater budget within the Monterey Subbasin as documented in the GSP; and
- Reviewing SWI model documentation to determine if the data and assumptions employed for model development and calibration within the Monterey Subbasin reasonably incorporate the information provided by MCWD and other Basin stakeholders and reflect the best available data and science.

EKI will summarize its findings in a brief technical memorandum to be provided to the SVBGSA and the GTAC.

Subtask 6.2 – Review Regional Project Scenarios

Through discussions with SVBGSA, EKI understands that SVBGSA plans to perform a limited number of modifications to the SWI Model based on comments received from the GTAC and perform four preliminary future scenario model runs with the SWI model during the Summer of 2023 to assess regional P&MA implementation options for mitigating seawater intrusion, including (1) baseline conditions (i.e., no P&MA implementation), (2) implementation of the

seawater extraction barrier and desalination plant project, (3) implementation of the reservoir operation and aquifer storage and recovery (ASR) project in the 180/400-Foot Aquifer Subbasin, and (4) implementation of demand management (i.e., reduced groundwater production) specified in SVBGSA GSPs. In addition, SVBGSA received funding from the DWR Round 1 Proposition 68 SGMA Implementation Grant in the 180/400-Foot Aquifer Subbasin to conduct feasibility studies for the seawater extraction barrier, ASR, and demand management P&MAs. SVBGSA intends to invite the District’s participation in its feasibility study Request for Proposals (RFP) committee.

As part of Subtask 6.2, EKI will assist M&A with any proposed SWI Model revisions in an advisory role and complete a high-level evaluation of results from the four future SWI model scenarios proposed by SVBGSA to identify any projected benefits and/or impacts of each scenario with respect to groundwater level and seawater intrusion conditions within MCWD and the greater Monterey Subbasin. EKI will be available to participate in meetings with the District and SVBGSA to discuss model results and will further support the District’s participation in SVBGSA’s Feasibility Study RFP committee. Preparation and submittal of formal comments on the scenarios are not included in this subtask and can be conducted subject to separate approval from the District.

Task 7 – Regional Model Updates

As described above, multiple groundwater flow models have been developed to meet various unique groundwater management and planning objectives within the Salinas Valley. Existing models that fully cover the Monterey Subbasin include the MBGWFM developed by MCWD as part of the 2022 GSP submittal, the SWI model recently developed by SVBGSA, and the Salinas Valley Integrated Hydrologic Model (SVIHM) currently in development by the United States Geologic Survey (USGS). As of March 2023, the SWI model and Salinas Valley Geologic Model (SVGM; the underlying geologic framework informing the SVIHM) have been made publicly available by SVBGSA and USGS, respectively. It is anticipated that the full historical SVIHM will be released sometime in early 2024.

As part of submittal of the Round 2 SGMA Implementation Grant application for the Monterey Subbasin, MCWD and SVBGSA agreed that, given the hydraulic interconnectivity between the coastal Subbasins of the Salinas Valley Basin and the regional scale of planning and implementation efforts likely required to meet long-term SGMA compliance, it would benefit the Subbasin to implement a regional groundwater flow model for future SGMA planning and implementation efforts in coordination with the 180/400-Foot Aquifer Subbasin and ideally the

Seaside Subbasin. Through these discussions, the SVIHM was identified as the best candidate for regional SGMA modeling purposes; however, it is recognized by both parties that the current version of SVIHM does not sufficiently represent local hydrogeology nor is it adequately calibrated to groundwater monitoring data within the Monterey Subbasin (as detailed in a technical memorandum presented to the SVBGSA Advisory Committee on April 2, 2021 and included as Appendix 6-C to the Monterey GSP). As such, Component 2 of the Round 2 Grant application included a task (i.e., Task 9) to recalibrate and update the SVIHM and the SWI model in the Monterey Subbasin in collaboration with SVBGSA to enhance its suitability for meeting future SGMA reporting and compliance requirements within the Subbasin. In addition, as discussed under Task 6, EKI identified various discrepancies in the SWI model’s representation of the Monterey Subbasin. It is likely that the SWI model will require similar refinements to improve its ability to predict the potential benefits and/or impacts of proposed regional P&MAs on local groundwater supplies within the MCWD service area and throughout the Subbasin.

Under Task 7, EKI will initiate work on updating the SWI model by making various refinements to the geologic representation of the Monterey Subbasin. These updates will likely include refining model layering to better reflect the structure and geometry of the local aquifers as is represented in the MBGWFM and in other recent hydrogeologic investigations and data collection efforts completed in the Monterey Subbasin. Anticipated efforts under Task 7 include, but are not necessarily limited to:

- Compiling and reviewing existing SVGM model files and their supporting data and references;
- Performing a detailed evaluation of SVGM layering and geometry for each principal aquifer and comparison to MBGWFM, the SWI model, the Seaside Groundwater Model, and other relevant local hydrogeologic data and studies;
- Updating SVGM model layering and geometry using a three-dimensional geologic modeling platform (e.g., Leapfrog) to better reflect local hydrogeology within the Monterey Subbasin;
- Reconciling the updated SVGM with the SWI model;
- Running the updated SWI model for some of the proposed regional scenarios; and
- Coordination with SVBGSA and its technical consultant on the above.

It is assumed that EKI’s review and evaluation of the SWI model under Task 6 will inform this task. EKI will summarize the results of Task 7 in a brief technical memorandum. The results of Task 7 will be provided to SVBGSA to be used to further inform updates to the SWI model. As mentioned

above, efforts included in Task 7 directly align with the scope of Component 2 of the DWR Proposition 68 Round 2 SGMA Implementation Grant application, and thus will likely be reimbursable pending DWR’s release of final Grant awards (anticipated in late 2023). Component 2 of the Grant application also includes MCWD efforts to engage in further refinements of the SVIHM as well as the SWI model; this may be conducted after completing Task 7 efforts subject to separate approval from the District.

PROJECT SCHEDULE

We are prepared to begin work immediately on this project upon receipt of MCWD authorization to proceed. Efforts under the proposed scope of work of this Work Authorization are anticipated to occur through June 2024.

PROPOSED PROJECT BUDGET

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis in accordance with our current Schedule of Charges. Based on previous authorizations and the consultant budget planned under respective grant applications, we propose a budget of \$410,000 for Tasks 1 through 7, as shown below, which will not be exceeded without additional authorization. As shown in the table below, Tasks 1 and 7 contain approximately \$222,300 of efforts that will be reimbursed by the Round 2 SGMA Implementation Grant if the final grant award is consistent with the draft award.

Tasks	Budget	Potential Reimbursement by Round 2 Grant
Task 1 – Annual Monitoring	\$15,000	\$5,400
Task 2 – Annual Reporting	\$59,200	\$0
Task 3 – Maintenance of Basin-wide DMS	\$10,000	\$0
Task 4 – Continued Inter- and Intra- basin Coordination	\$33,400	\$0
Task 5 – Projects and Implementation Actions	\$24,900	\$0
Task 6 – SWI Model Review and Regional Projects Planning	\$50,200	\$0
Task 7 – Regional Model Updates	\$216,900	\$216,900
TOTAL	\$410,000	\$222,300

EKI’s 2023 schedule of charges is included in Attachment A. Detailed budget estimate for Tasks 1 through 7 is included in Attachment B.

As the services to be provided by EKI may evolve, EKI will inform MCWD whenever the existing budget is anticipated to need augmentation to accomplish the requested work; such additional budgets will be established by mutually agreeable work authorizations.

ATTACHMENTS

Attachment A 2023 Schedule of Charges

Attachment B Detailed Budget Estimate for Tasks 1 through 7

EKI's 2023 schedule of charges is included in Attachment A. Detailed budget estimate for Tasks 1 through 7 is included in Attachment B.

As the services to be provided by EKI may evolve, EKI will inform MCWD whenever the existing budget is anticipated to need augmentation to accomplish the requested work; such additional budgets will be established by mutually agreeable work authorizations.

ATTACHMENTS

Attachment A 2023 Schedule of Charges

Attachment B Detailed Budget Estimate for Tasks 1 through 7

Attachment A
2023 Schedule of Charges

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

2 January 2023

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	345
Principal Engineer-Scientist	333
Supervising I, Engineer-Scientist	321
Supervising II, Engineer-Scientist	310
Senior I, Engineer-Scientist	297
Senior II, Engineer-Scientist	286
Associate I, Engineer-Scientist	275
Associate II, Engineer-Scientist	258
Engineer-Scientist, Grade 1	240
Engineer-Scientist, Grade 2	227
Engineer-Scientist, Grade 3	208
Engineer-Scientist, Grade 4	185
Engineer-Scientist, Grade 5	163
Engineer-Scientist, Grade 6	144
Project Assistant	135
Technician	130
Senior GIS / Database Analyst	168
CADD Operator / GIS Analyst	150
Senior Administrative Assistant	165
Administrative Assistant	129
Secretary	108

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus ten percent (10%).

CADD and other specialized software computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

Attachment B
Detailed Budget Estimate

Attachment C - Detailed Budget Estimate

TASKS	ESTIMATED EKI HOURLY LABOR											GIS/CADD Software Charge, per hour	TOTAL EXPENSES	TOTAL TASK BUDGET TOTALS (\$)
	CAD/GIS	G5 - Staff Engineer	G4 - Qiwen Zhang	G2 - Sarah Gerenday	G1 - Aaron Lewis	ASC II - Tina Wang	SEN I - Jeffery Shaw	SUP II - Tyler Colyer	SUP I - Christopher Heppner	OFC - Vera Nelson	TOTAL EKI Labor			
	150	163	185	227	240	258	297	310	321	345	(\$)			
Task 1 – Monitoring and Data Gap Filling														
Expand Water Quality Sampling in the Deep Aquifers		16				8	12			4	\$9,616	\$0	\$0	\$9,616
Induction Logging		8				4	8			2	\$5,402	\$0	\$0	\$5,402
Subtotal	0	24	0	0	0	12	20	0	0	6	\$15,000	\$0	\$0	\$15,000
Task 2 - Annual Reporting														
Data Compilation and Processing	20	48	40			40				4	\$29,849	\$390	\$390	\$30,239
Write and Submit Annual Report	16	32	32		20	24				12	\$28,668	\$320	\$320	\$28,988
Subtotal	35.5	80	72	0	20	64	0	0	0	16	\$58,500	\$710	\$710	\$59,200
Task 3 – Maintenance of MCWD's Data Management System (DMS)														
Maintain and Update MCWD's DMS		24	8			4					\$6,424	\$0	\$0	\$6,424
Upload to SGMA Monitoring Network Module		9	12								\$3,606	\$0	\$0	\$3,606
Subtotal	0	32.5	20	0	0	4	0	0	0	0	\$10,000	\$0	\$0	\$10,000
Task 4 – Continued Inter- and Intra- basin Coordination														
Continued Inter- and Intra- basin Coordination					60	20				40	\$33,360	\$0	\$0	\$33,360
Subtotal	0	0	0	0	60	20	0	0	0	40	\$33,400	\$0	\$0	\$33,400
Task 5 – Projects and Implementation Actions														
Deep Aquifer Study and GTAC			4		40	12				20	\$20,336	\$0	\$0	\$20,336
MCWD-Specific Project Planning			4		2	8		2		2	\$4,594	\$0	\$0	\$4,594
Subtotal	0	0	8	0	42	20	0	2	0	22	\$24,900	\$0	\$0	\$24,900
Task 6 – SWI Model Review and Regional Projects Planning														
Review SWI Model and Prepare Memorandum	16			32	60	8				8	\$28,888	\$320	\$320	\$29,208
Review Regional Project Scenarios				16	32	16				16	\$20,960	\$0	\$0	\$20,960
Subtotal	16	0	0	48	92	24	0	0	0	24	\$49,800	\$400	\$320	\$50,200

TASKS	ESTIMATED EKI HOURLY LABOR											GIS/CADD Software Charge, per hour	TOTAL EXPENSES	TOTAL
	CAD/GIS	G5 - Staff Engineer	G4 - Qiwen Zhang	G2 - Sarah Gerenday	G1 - Aaron Lewis	ASC II - Tina Wang	SEN I - Jeffery Shaw	SUP II - Tyler Colyer	SUP I - Christopher Heppner	OFC - Vera Nelson	TOTAL EKI Labor			TASK BUDGET TOTALS (\$)
	150	163	185	227	240	258	297	310	321	345	(\$)			
Task 7 – Regional Model Updates														
Support M&A with Initial SWI Model Refinements				40	40					20	\$25,580	\$0	\$0	\$25,580
Compile and Review Existing Model and Information			20	10	16	5					\$11,100	\$0	\$0	\$11,100
Update Leapfrog Geologic Model			80	40	20	10			5	5	\$34,590	\$0	\$0	\$34,590
Coordination with SVBGSA and Technical Consultant			40	20	20	10			5	5	\$22,650	\$0	\$0	\$22,650
Revise Boundaries of Model Parameters			20	10	10						\$8,370	\$0	\$0	\$8,370
Integrate Seaside Model into the Geologic Model					20	10			5	5	\$10,710	\$0	\$0	\$10,710
Reconcile SVIHM with Seawater Intrusion Model			20	175	100	5			5	40	\$84,120	\$0	\$0	\$84,120
Prepare Technical Memorandum	10		10	30	20	5			5	5	\$19,580	\$200	\$200	\$19,780
Subtotal	10	0	190	325	246	45	0	0	25	80	\$216,700	\$200	\$200	\$216,900
TOTAL:	61.5	136.5	290	373	460	189	20	2	25	188	\$408,000	\$1,230	\$1,230	\$410,000

Notes:

- (1) "Other Direct Costs" includes direct expenses, as listed below, incurred in connection with the work and will be reimbursed at cost plus ten percent (10%) for items such as:
- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
 - b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
 - c. Rented vehicles, local public transportation and taxis, travel and subsistence.
 - d. Special fees, insurance, permits, and licenses applicable to the work.
 - e. Outside computer processing, computation, and proprietary programs purchased for the work.

**Marina Coast Water District
Groundwater Sustainability Agency
Agenda Transmittal**

Agenda Item: 9-A2

Meeting Date: July 17, 2023

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger P.E.

Agenda Title: Adopt Resolution No. 2023-GSA-02 to Authorize the General Manager to Execute a Cost Sharing Agreement and Supplemental Memorandum of Agreement with the Seaside Watermaster and Monterey Peninsula Water Management District for the Installation of Monitoring Well FO-9 Shallow

Staff Recommendation: Authorize the General Manager to execute a cost sharing agreement and supplemental agreement with the Seaside Watermaster (WM) and Monterey Peninsula Water Management District (MPWMD) for the installation of a monitoring well in the northern portion of the Seaside Basin bordering the Monterey Subbasin and authorize \$130,000 for the cost.

Background: *Strategic Plan, Goal No. 2 Infrastructure – 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 Sustainable Groundwater Management Act (SGMA) of 2014 requires groundwater basins or subbasins that are designated as medium or high priority to be managed sustainably. The District formed the Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA) in 2014 that primarily overlies the medium-priority Monterey Subbasin and a portion of the high-priority 180/400 Foot-Aquifer Subbasin.

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

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

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

Discussion/Analysis: The Monterey Subbasin GSP includes efforts to close data gaps within the monitoring networks of the subbasin to assess Sustainable Management Criteria to meet monitoring objectives, monitoring protocols, and data reporting requirements pursuant to Groundwater Sustainability Plan Regulations §354.32.

One of the areas of concern is directly north of the Seaside Subbasin. The Seaside WM had installed monitoring wells labeled FO-9 Deep & FO-9 Shallow. As discussed in the 2021 and 2022 Watermaster Annual Reports, monitoring well FO-9 Shallow developed structural issues.

The 2022 Seaside Watermaster Annual Report included the following description of the situation:

“As reported in the 2021 Annual Report, monitoring well FO-9 Shallow had developed a leak in its casing and had to be destroyed to prevent cross-aquifer contamination.”

When the well leak was discovered, it appeared there may be seawater intrusion occurring into the monitored depth of the well. The WM investigated and made the determination that the increased salinity was most likely a result of the leak being in the shallow portion of the well allowing intruded water to drain into the lower areas of the well. The WM determined that the well could not be repaired and decided to destroy the well.

After the well was destroyed, the MPWMD indicated that FO-9 Shallow was not necessary for their monitoring efforts and could not justify funding the replacement. However, the Seaside WM did desire to have the monitoring replaced and approached MCWDGSA staff to inquire about a possible cost sharing arrangement.

MCWDGSA Staff determined the monitoring that FO-9 Shallow provided would be beneficial to the MCWDGSA to measure water levels, monitoring of seawater intrusion, and assisting in the measurement the cross-boundary flow of groundwater that moves from south to north from the Seaside Basin into the Monterey Basin in the area.

The location and schematic design of the well are included in Exhibit A (attached).

Additional groundwater monitoring is included and contemplated in the Monterey Subbasin GSP Chapter 7 not only in the Monterey Subbasin but also in adjacent basins through collaboration with other water management agencies.

The cost sharing for this monitoring well will save the MCWDGSA money and effort to install monitoring in the area on its own.

The Seaside Watermaster has provided a cost sharing agreement for the installation of FO-9 Shallow Monitoring (attached). MCWDGSA proposed share of the cost in the agreement is \$119,763.72. MCWDGSA staff has reviewed the cost and is satisfied the amount is reasonable and consistent with current industry pricing.

The WM also upon request of MCWDGSA has provided a “Supplemental Memorandum of Agreement” which memorializes MCWDGSA access to the monitoring well, further provisions for data sharing from the well, and allows MCWDGSA to obtain its own data from the well.

Staff recommends including a contingency to cover any unforeseen expenses that may occur during the construction. The contingency recommended is approximately 8.5% for a total budget of \$130,000.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel has reviewed the agreement and resolution.

Climate Adaptation: The improvement of the GSA’s groundwater monitoring network is a necessary step in furthering GSP implementation for the Monterey Subbasin and, in so doing, provides additional data to assess the sustainable management criteria that are incorporated into the GSP. The Monterey GSP was required to address the future climate scenario (provided by

the California Department of Water Resources) and by implementing the plan the GSA is adapting to future climate conditions.

Financial Impact: X Yes No Funding Source/Recap: Funding for the installation of up to two monitoring wells was included in the FY 2022/2023 Water Resources Consulting Budget line item which has a balance sufficient to fund \$130k for this item.

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2023-GSA02; Agreement Between WM, MPWMD, & MCWD re: FO-9 Shallow Well Replacement Cost Sharing with maps; and, Supplemental Agreement for data sharing.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

July 17, 2023

Resolution No. 2023 – GSA02
Resolution of the Board of Directors
Marina Coast Water District & Groundwater Sustainability Agency
Authorizes the General Manager to Execute a Cost Sharing Agreement and Supplemental
Memorandum of Agreement with the Seaside
Watermaster and Monterey Peninsula Water Management District for the
Installation of Monitoring Well FO-9 Shallow and Authorize \$130,000 for the Cost

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District Groundwater Sustainability Agency (“District”), at a regular meeting duly called and held on July 17, 2023 at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, in the fall of 2014 the California legislature adopted, and the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the “Sustainable Groundwater Management Act” (“SGMA”), that initially became effective on January 1, 2015, and that has been amended from time-to-time thereafter; and,

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance necessary, to sustainably manage groundwater; and,

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies (“GSAs”) for the purpose of achieving groundwater sustainability through the adoption and implementation of regulatory programs known as Groundwater Sustainability Plans (“GSPs”) or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources (“DWR”); and,

WHEREAS, SGMA requires GSAs to adopt GSPs for each basin/subbasin within the GSA’s jurisdiction; and,

WHEREAS, GSPs for basins designated medium priority in DWR’s Bulletin 118, and for those basins designated, are due to be filed with DWR no later than January 31, 2022; and,

WHEREAS, the Monterey Sub-basin of the Salinas Valley Groundwater Basin (“Sub-basin”) is designated medium priority; and,

WHEREAS, the Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA) in coordination with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) undertook the process to prepare a GSP for the Subbasin as required by SGMA; and,

WHEREAS, at a public hearing, the Board of Directors considered the GSP for the Subbasin and the comments from the public thereon; and,

WHEREAS, the MCWD GSA Board of Directors closed the public hearing on January 19, 2022, and adopted the Monterey Subbasin Groundwater Sustainability Plan at the regular Board of Directors meeting of January, 19, 2022; and,

WHEREAS, the Monterey Subbasin GSP includes efforts to close data gaps within the monitoring networks of the subbasin and adjacent basins to assess Sustainable Management Criteria to meet monitoring objectives, monitoring protocols, and data reporting requirements pursuant to Groundwater Sustainability Plan Regulations §354.32; and,

WHEREAS, the Seaside Watermaster has provided a cost sharing agreement and supplemental agreement for the installation of FO-9 Shallow Monitoring well at the northern edge of the Seaside Basin bordering the Monterey Subbasin; and,

WHEREAS, the MCWDGSA desires to have additional monitoring near the area where FO-9 is proposed to be installed; and,

WHEREAS, staff has reviewed the cost and is satisfied the amount is reasonable and consistent with current industry pricing; and,

WHEREAS, the cost sharing for this monitoring well will save the MCWDGSA money and effort to install monitoring in the area on its own; and,

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District & Groundwater Sustainability Agency does hereby:

1. Adopt Resolution No. 2023-GSA02 Authorizing the General Manager to Execute a Cost Sharing Agreement and Supplemental Memorandum of Agreement with the Seaside Watermaster and Monterey Peninsula Water Management District for the Installation of Monitoring Well FO-9 Shallow, Authorize \$130,000 for the Cost; and,
2. 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 July 17, 2023, by the Board of Directors of the Marina Coast Water District and Groundwater Sustainability Agency by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District and Groundwater Sustainability Agency hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-GSA02 adopted July 17, 2023.

Remleh Scherzinger, Secretary

MEMORANDUM OF AGREEMENT

BETWEEN THE SEASIDE BASIN WATERMASTER THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND THE MARINA COAST WATER DISTRICT

TO SHARE IN THE COSTS OF INSTALLING A GROUNDWATER MONITORING WELL

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the SEASIDE BASIN WATERMASTER, hereinafter referred to as the “WATERMASTER”, and the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, hereinafter referred to as the “DISTRICT”, and the MARINA COAST WATER DISTRICT, hereinafter referred to as “MARINA COAST,” as follows.

In this Agreement the terms “Party” and “Parties” refer to the WATERMASTER, the DISTRICT, and/or MARINA COAST, either individually or collectively.

RECITALS:

- A. Under Case No. M66343, California Superior Court, Monterey County, on March 27, 2006 by entry of Judgment (“Judgment”) the WATERMASTER was created. The purpose of the WATERMASTER is to assist the Court in the administration and enforcement of the provisions of the Judgment.
- B. As part of carrying out its duties and responsibilities under the Judgment, the WATERMASTER carries out a Monitoring and Management Program (M&MP). Under the M&MP groundwater level and groundwater quality data is collected from a network of monitoring and production wells.
- C. One of the monitoring wells, FO-9 Shallow, developed a casing leak and had to be destroyed. The Parties wish to install a new monitoring well to replace FO-9 Shallow.
- D. The Parties wish to enter into this Agreement to share in the cost of installing the replacement well.

Terms and Conditions

In consideration of the mutual promises contained herein, the WATERMASTER, the DISTRICT, and MARINA COAST hereby agree to the following terms and conditions:

- A. Work to be performed.** The WATERMASTER will have its consultant, Montgomery & Associates, design and install the replacement monitoring well. The Scope of Work and the estimated costs to perform this work are described in Attachment 1 to this Agreement. The staff of each of the Parties to this Agreement will be invited to attend any key meetings and/or conference calls that are held between the WATERMASTER and its consultant as the work is being performed, in order to enable each of the Parties to stay abreast of the work, raise pertinent questions in a timely manner, and provide input as appropriate.

The Parties hereto understand, as stated in Attachment 1, that it is difficult for Montgomery & Associates to accurately estimate the costs to perform the work and that the costs listed in the table in Exhibit C in Attachment 1 are Montgomery & Associates' best estimates. In the event it is determined, during the course of the work, that the cost to complete the work will be greater than the total cost listed in that table, the Parties agree to meet and confer to reach agreement on a revised cost that will be shared as described in paragraph B, so that the work can be completed. Agreement on said revised cost shall not be binding on any Party unless and until that Party formalizes its agreement to the revised cost in writing to each of the other Parties.

- B. Costs of installing the replacement well to be shared.** The costs to be shared are the Total Costs shown in the bottom row of the table in Exhibit C of Attachment 1. These costs will be shared in the following percentages:

WATERMASTER share = 42.5% (estimated to be \$119,763.73)

DISTRICT share = 15% (estimated to be \$42,269.55)

MARINA COAST share = 42.5% (estimated to be \$119,763.72)

(In the event a revised cost is agreed to, as described in paragraph A, these dollar figures will change in accordance with paragraph A).

- C. Documents to be provided.** Once the Draft Technical Specifications are prepared under Task 2 as described in Attachment 1, the WATERMASTER will provide the DISTRICT and MARINA COAST each with one copy of the Draft Technical Specifications for their review and comment. After receipt of those comments, and any comments the WATERMASTER provides, the Final Technical Specifications will be prepared incorporating any appropriate revisions to address those comments. The DISTRICT and MARINA COAST will each be provided one copy of the Final Technical Specifications that will be used for the installation of the replacement well, and will also be provided one copy of the Well Installation Report referred to in Task 3 of Attachment 1, following completion of installation of the replacement well.
- D. Payment of costs and reimbursement to the WATERMASTER.** The WATERMASTER will make progress payments to Montgomery & Associates as it satisfactorily performs the work described in Attachment 1. After the satisfactory completion of the work, the WATERMASTER will provide to the DISTRICT and to MARINA COAST, copies of the payments it made to Montgomery & Associates. Within 30 days of receiving those documents, the DISTRICT and MARINA COAST will reimburse the WATERMASTER for their percentage shares of those costs, subject to the limits set forth in sections A and B..

E. Term of Agreement. The term of this Agreement shall commence on the date of its execution, and shall continue in effect until the WATERMASTER has been reimbursed as described in paragraph D, , except that paragraphs F, G, H, and I shall continue in effect until the replacement well is destroyed..

F. Hold Harmless. Under this Agreement each of the Parties does hereby agree to indemnify, defend, and hold each of other the Parties and their Board members, officers, employees, agents, and representatives harmless from and against any and all liability, claims, suits, actions, damages, and causes of action of any kind arising out of the performance of the work described in this Agreement.

Notwithstanding any input from DISTRICT and/or MARINA COAST, the WATERMASTER shall have sole responsibility for the design, installation, operation, monitoring, repair, and any future replacement of the replacement monitoring well.

G. Venue. In the event that suit shall be brought by any Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Monterey, or, if brought in federal court, in the United States District Court handling matters arising in Monterey County. Further, the prevailing Party shall be entitled to reasonable attorney fees and costs.

H. Sharing of Well Data; Operational Changes. The WATERMASTER agrees to provide the other Parties with all monitoring data and other output information from the well and in a timely manner and to consult with the other Parties on any operational and other changes proposed to be made to the well.

I. Notices. Written notice shall be deemed to have been duly served if delivered in person or by mail to the individuals and at the addresses listed below:

A. WATERMASTER: Technical Program Manager
 Seaside Basin Watermaster
 P.O. Box 51502
 Pacific Grove, CA 93950

B. DISTRICT: General Manager
 Monterey Peninsula Water Management District
 5 Harris Court, Building G
 Monterey, CA 93940

B. MARINA COAST: General Manager
 Marina Coast Water District
 11 Reservation Road
 Marina, CA 93933

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates shown below.

WATERMASTER

Date: _____

By: _____
(Name) Chair, Board of Directors

DISTRICT

Date: _____

By: _____
David Stoldt, General Manager

MARINA COAST

Date: _____

By: _____
Remleh Scherzinger, General Manager

ATTACHMENT 1

Scope of Work and Cost **to** **Design and Install the Replacement Monitoring Well**

Notes:

1. The Scope of Work in Exhibit A was taken from Montgomery & Associates' Proposal Letter Dated August 3, 2022
2. The well driller's cost quote dated 02/01/2023 is in Exhibit B.
3. The table showing the total estimated costs is in Exhibit C.

EXHIBIT A



August 3, 2022

Mr. Bob Jaques
Seaside Watermaster Technical Program Manager
83 Via Encanto
Monterey, CA 93940

SUBJECT: SCOPE AND FEE FOR REPLACEMENT MONITORING WELL FO-9 SHALLOW

Dear Mr. Jaques,

Montgomery & Associates (M&A) is pleased to submit this scope, fee, and schedule proposal to the Seaside Groundwater Basin Watermaster (Watermaster) to provide hydrogeological support and construction management services for a replacement monitoring well for FO-9 shallow. The current FO-9 shallow monitoring well is constructed of 2-inch diameter PVC well casing with a screen intake from 610 to 650-feet below ground surface. This proposal assumes a borehole depth of 660-feet below ground surface (bgs), total well depth of 650-feet bgs, and proposes 2.5-inch Schedule 80 PVC well casing and screen. The deeper depth assumed is because the replacement well may not be located at the location of the original FO-9 shallow monitoring well. The actual location of the well will be determined during Task 2. Schedule 80 PVC is proposed to increase the lifespan of the replacement well.

M&A currently anticipates retaining the support of Maggiora Brothers Drilling (Maggiora) of Watsonville, CA, for well installation and development services. The drilling contractor is subject to change based on project requirements and with prior approval from Watermaster. Martin Feeney will additionally be retained to provide hydrogeological review and monitoring well design recommendations based on his history with Watermaster, as requested.

SCOPE OF WORK

The scope of work includes technical specifications, bidding and contract support, construction management, and reporting. M&A proposes the following tasks to complete the project:

- Task 1 – Project Management
- Task 2 – Technical Specifications
- Task 3 – Construction Management
- Task 4 – Reporting

These tasks are described individually below.

Estimated Drilling Costs

Estimated costs for the construction and development of monitoring well FO-9 shallow are included for budgetary purposes. These costs will be revised based on the selection of the well site and the final details of the technical specifications under Task 2. Costs included herein represent good-faith estimates based on current project understanding and/or assumptions, but may be revised to account for adjustments based on site conditions, well construction details and/or logistics, project duration, changes in labor or material rates, and other such factors. The technical specifications prepared under Task 2 will include a detailed bid schedule and timeline which will be used to refine M&A and Maggiora cost estimates. M&A will

provide revised costs for Task 3 and negotiate any required contract changes prior to beginning well construction activities.

Task 1: Project Management

M&A will provide administrative and budgetary management duties throughout the duration of the project; including but not limited to coordination with Watermaster, attendance at project meetings, assistance with site selection, permitting and providing information needed for Watermaster to obtain approvals from the landowner, budget management, and schedule management.

This task assumes a contract completion date of December 31, 2023. Progress reports will be included with invoice submittals.

Task 2: Technical Specifications

M&A will prepare technical specifications for the FO-9 shallow monitoring well to describe well design features, construction logistics, and installation and development procedures. Technical specifications will be used to gain agreement on the well design, construction logistics, and construction approach. Key components of the well design include borehole drilling, borehole geophysics, well installation, well development, and surface completion.

Task 2 includes preparation of draft technical specifications, one round of comments from Watermaster on the draft, and finalization. Draft and final technical specifications will be transmitted electronically. This task includes costs for one visit to the proposed well site with Watermaster and Maggiora to assess access and other site logistics.

M&A will assist the Watermaster with site selection for the well, including assistance in providing the information needed for Watermaster to obtain any necessary permits and approvals from the landowner. Watermaster is ultimately responsible for obtaining necessary permits.

Task 3: Construction Management

M&A will retain Maggiora to complete well installation and development, and will provide construction management during these activities. M&A will observe and document construction activities, including development of a lithologic log and determination of the final well design based on observations during drilling.

ASSUMPTIONS

- M&A can reasonably rely on the accuracy, timeliness, and completeness of information provided by Watermaster.
- M&A is responsible for tracking, cataloging, and approving submittals. M&A will provide Watermaster copies of all approved contractor submittals.
- Fieldwork will generally be conducted during 12-hour workdays on a standard 5-day workweek.
- Equipment rentals and fieldwork consumable purchases may be required. These may include but are not limited to field notebooks, chip trays and other miscellaneous project supplies. Costs for these items are included herein.
- M&A will assist the Watermaster in coordinating property access with the property owner.

- Prior to the start of drilling activities, M&A will coordinate and oversee subsurface utility locating by a Subtronic Corporation or equally qualified subsurface utility locating company. M&A is specifically not responsible for damages to buried utilities not identified by the property owner, Watermaster, Underground Service Alert of Northern California or the private utility locator.
- M&A and Maggiora will pay for and secure the Monterey County well permit.
- Costs for wellhead surveying (latitude, longitude, and elevation), groundwater sampling and well equipping (datalogger, sample pump, etc.) are not included in this proposal. Costs for these services can be provided upon request.

Construction management costs provided herein are estimated based on anticipated durations for each activity. The following durations are assumed for cost estimating purposes, for a total of approximately 24 field days:

- Utility clearance – 1 day
- Mobilization – 2 days
- Borehole drilling – 13 days
- Well installation – 3 days
- Well development – 3 days
- Well completion and demobilization – 2 days

Actual durations are subject to site conditions, drilling progress, weather and other factors not controlled by M&A. As such, actual costs are subject to increase or decrease based on actual durations. Field oversight costs are based on the Scientist 2 hourly rate, but efforts will be made to use the most cost-efficient, responsible staff level where feasible.

Task 4: Reporting

M&A will prepare a Well Installation Report following completion of site activities. The report will include a description of the work completed, description of the methods and procedures used, results and discussion of drilling and testing activities, conclusions and relevant appendices. A draft well installation report will be prepared in Microsoft Word format for Watermaster comment. Final submittal of this report will include one hardcopy and one PDF copy. The hardcopy report will additionally include long-form print outs of downhole logging (geophysical, caliper, alignment, spinner), a copy of the complete video survey in MP4 format (provided on DVD or flash drive), and one set of drill cutting chip trays.

Maggiora will file the Well Installation Report with the appropriate agency(s) including Monterey County Department of Health.

SCHEDULE

M&A assumes Task 2 will be completed by the end of calendar year 2022, provided the contract is executed by mid-October 2022 and that site selection is also completed during this time period. Well construction would occur in 2023 according to driller availability. The Well Installation Report will be completed within approximately 45 days following the completion of field activities.

EXHIBIT B
MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
 CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
 595 Airport Blvd.
 Watsonville, CA 95076

Tel: (831) 724-1338
 Tel: (800) 728-1480
 Fax: (831) 724-3228

Contractor Bid - 02/01/2023
Montgomery & Associates
1970 Broadway, Suite 225
Oakland, Ca 94612
Attn. Bill DeBoer P.G., C.Hg.

Re: Construction of 2.5" Dia. x 655', PVC cased, monitoring well in Seaside, Ca.

The following is Maggiora Bros. Drilling, Inc. proposal:

1 Mobilization, includes permits	LS	1	\$10,000.00	\$10,000.00
2 Drill 10.75" bore hole	LF	670	\$92.00	\$61,640.00
3 E-log	EA	1	\$4,500.00	\$4,500.00
4 Caliper Log	EA	1	\$3,500.00	\$3,500.00
5 2.5" Sch 80, FT, Blank Casing F&I	LF	615	\$25.00	\$15,375.00
6 2.5", Sch80, FT, .030" screen F&I	LF	40	\$35.00	\$1,400.00
7 F & I Gravel Pack	LF	75	\$56.00	\$4,200.00
8 F & I sanitary seal	LF	595	\$55.00	\$32,725.00
9 Well Development - Airlift	HR	8	\$550.00	\$4,400.00
10 Video well	EA	1	\$3,500.00	\$3,500.00
11 Disposal of fluids & cuttings	LS	1	\$12,000.00	\$12,000.00
12 Install flush box and 4' x 4' pad	EA	1	\$1,950.00	\$1,950.00
13 Standby time	HR	0	\$550.00	\$0.00

Price: includes labor, equipment, material, taxes, & freight: \$155,190.00
Adder, if needed: 12", .250 wall x 60', MS Conductor: \$12,480.00

1. Customer is to provide access to site and to mark location of well.
2. Drilling Contractor will USA for drilling. We recommend that the customer have a private locator verify utilities at well location if needed.
3. Customer to provide a source of water for drilling at site and provide a level site for the well drilling equipment.
4. Cuttings and drill fluids to remain on site and are the responsibility of the Customer, unless other provisions have been made.
5. Temp fencing, sound-walls, traffic control, or other BMP's are not included. These can be provided at an additional cost.
6. Drilling Contractor will provide a drilling permit from the County. All other permits are excluded.
7. Test hole destruction, if required, will be \$75/ft. If drilling slows to < 8' in two hours, drilling converts to hourly at \$550.00

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 2

8. Bonding is not included in this proposal, but can be provided on a cost/plus basis.
9. Maggiora Bros. Drilling, Inc. current backlog is such that we may not be able to start the project for 4 to 5 months.
10. Proposal is valid for 30 days.
11. Due to the volatility of material & fuel costs in the current market, Maggiora Bros. Drilling, Inc. reserves the right to adjust pricing based on the actual cost of materials at the time of order.

Maggiora Bros. Drilling, Inc is a Union company; Operating Engineers, Local #3, as well as, a Certified Small Business. (34073)

If you have any questions, feel free to contact us!

Sincerely,

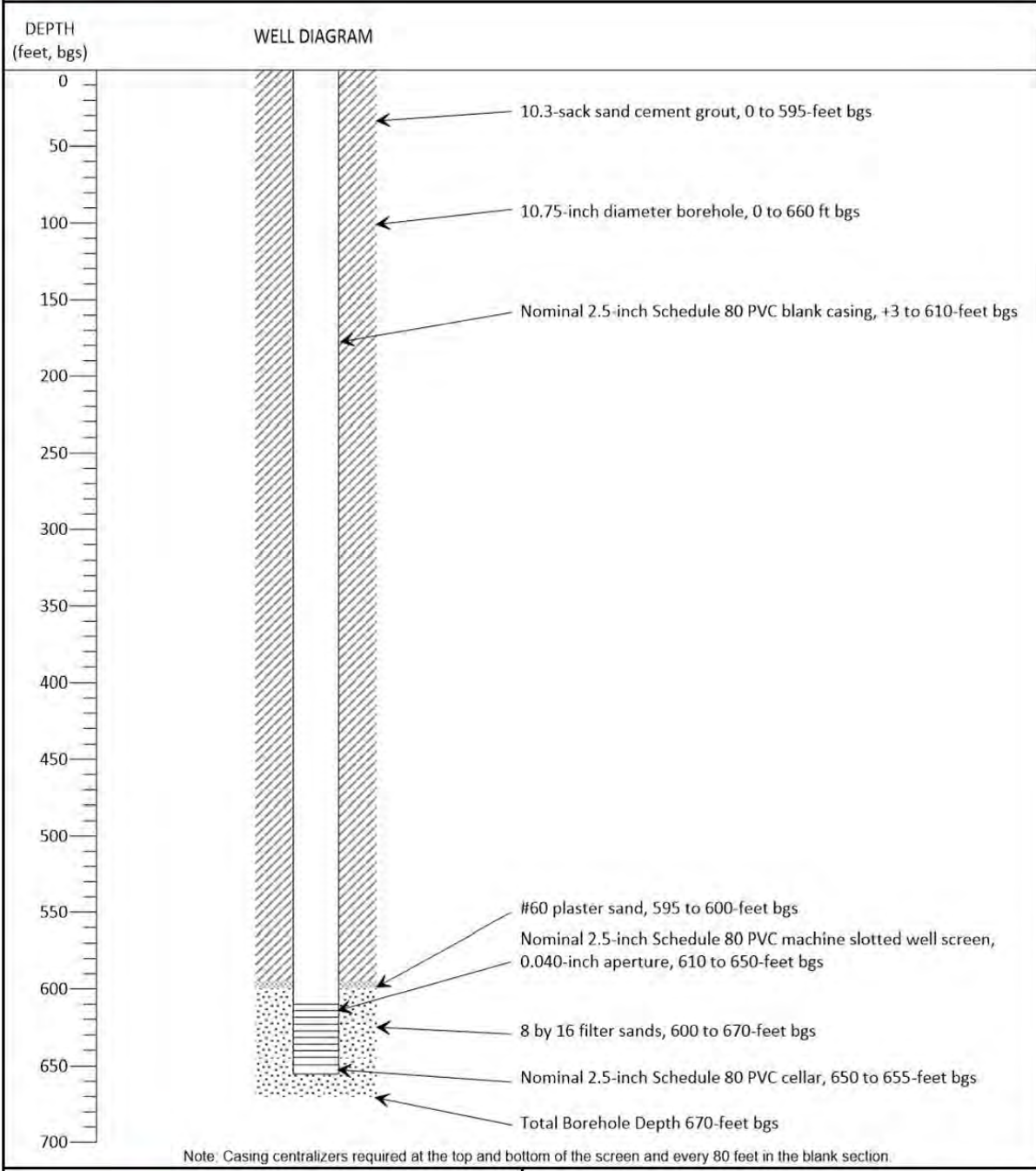
Michael F. Maggiora

EXHIBIT C

	\$/hr	Bill DeBoer	Field/Staff Hydrogeologi	Editing	Labor Costs	Expenses	Subcontractors			M&A	TOTAL
		Scientist 6	Scientist 2	Technical Editor			Martin Feeney	Maggiora Bros.	Subtronic Locating	10% Markup	
1 Project Management		\$228	\$138	\$80							
Progress tracking, coordination, meeting and		32	-	-	\$ 7,296	\$ -	-	-	-	-	\$ 7,296
Task 1 Subtotals		32	0	0	\$ 7,296	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,296
2 Technical Specifications											
Site Visit		14	10	-	\$ 4,572	\$ 300	-	-	-	\$ 300	\$ 4,902
Draft Technical Specifications		18	32	4	\$ 8,840	\$ -	\$ 1,000	-	-	\$ 100	\$ 9,940
Final Technical Specifications		-	-	-	\$ -	\$ -	\$ 500	-	-	\$ 50	\$ 550
Construction Management cost revisions		4	-	-	\$ 912	\$ -	-	-	-	\$ -	\$ 912
Task 2 Subtotals		36	42	4	\$ 14,324	\$ 300	\$ 1,500	\$ -	\$ -	\$ 180	\$ 16,304
3 Construction Management											
Subsurface Utility Locating		2	10	-	\$ 1,836	\$ 200	-	-	\$ 1,600	\$ 180	\$ 3,816
Mobilization, Drilling, Well Installation*		12	216	-	\$ 32,544	\$ 4,500	\$ 500	\$ 145,820	-	\$ 15,082	\$ 198,446
Well Development		2	36	-	\$ 5,424	\$ 750	-	\$ 7,900	-	\$ 865	\$ 14,939
Wellhead Completion, Demobilization, Waste		2	24	-	\$ 3,768	\$ 500	-	\$ 13,950	-	\$ 1,445	\$ 19,663
SUBTOTAL COST					\$ 43,572	\$ 5,950	\$ 500	\$ 167,670	\$ 1,600	\$ 17,572	\$ 236,864
Contingency (5%) **					\$ 2,179	\$ 298	\$ 25	\$ 8,384	\$ 80	\$ 879	\$ 11,845
Task 3 Subtotals		18	286	0	\$ 45,751	\$ 6,248	\$ 525	\$ 176,054	\$ 1,680	\$ 18,451	\$ 248,707
4 Reporting											
Draft Well Installation Report		16	24	2	\$ 7,120	\$ -	\$ 500	-	-	\$ 50	\$ 7,670
Final Well Installation Report		4	6	1	\$ 1,820	\$ -	-	-	-	\$ -	\$ 1,820
Task 4 Subtotals		20	30	3	\$ 8,940	\$ -	\$ 500	\$ -	\$ -	\$ 50	\$ 9,490
TOTAL HOURS		106	358	7							
TOTAL COST		\$24,168	\$49,404	\$560	\$76,311	\$6,548	\$2,525	\$176,054	\$1,680	\$18,681	\$281,797
* Includes addition of 12" conductor, if needed.											
** To provide for uncertainties in field conditions and cost changes mentioned in well driller's quote Footnote 11.											

Exhibit A

DRAFT Version 2 - Not for Construction
January 11, 2023



X:\2022 Projects\FO-9 Replacement\01-50-0802_tech_specs\01_supp\001_GIS\Reports and Deliverables\3_Well_Design_TheBlock.mxd 03Sept2023



2023

Figure 3. Monitoring Well FO-09R
Shallow Preliminary Well Design

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BETWEEN THE SEASIDE BASIN WATERMASTER AND THE MARINA COAST WATER DISTRICT

TO PROVIDE MONITORING DATA AND ACCESS TO A GROUNDWATER MONITORING WELL

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the SEASIDE BASIN WATERMASTER, hereinafter referred to as the “WATERMASTER” and the MARINA COAST WATER DISTRICT, hereinafter referred to as “MARINA COAST,” as follows.

In this Supplemental Agreement the terms “Party” and “Parties” refer to the WATERMASTER and/or MARINA COAST, either individually or collectively.

RECITALS:

- A. The Parties intend to enter into an agreement titled “*Memorandum of Agreement Between the Seaside Basin Watermaster, the Monterey Peninsula Water Management District, and the Marina Coast Water District, to Share in the Costs of Installing a Groundwater Monitoring Well.*” The monitoring well that is the subject of that Agreement is referred to a monitoring well FO-9 Shallow.
- B. The WATERMASTER will use this well to obtain water level and water quality data in order to fulfill its *Monitoring and Management Program* commitments. MARINA COAST will be able to use this well to augment its monitoring well network as described in Section 9.4.7 of the *Groundwater Sustainability Plan for the Monterey Subbasin*.
- C. MARINA COAST wishes to be assured that in return for its sharing in the costs of installing FO-9 Shallow, it will be provided the monitoring data that WATERMASTER obtains from that well, and also that it will be able to access the well to collect its own monitoring data, should it desire to do so.
- D. The Parties wish to enter into this Supplemental Agreement to provide these assurances.

Terms and Conditions

In consideration of the mutual promises contained herein, the WATERMASTER and MARINA COAST hereby agree to the following terms and conditions:

- A. **Sharing of Well Data.** The WATERMASTER agrees to provide to MARINA COAST all monitoring data that it collects from FO-9 Shallow.

- B. **Access to Well.** The WATERMASTER hereby grants MARINA COAST the right to access FO-9 Shallow when/if MARINA COAST wishes to obtain its own monitoring data from that well. The location of the well, and the dimensions of the easement within which the well may be accessed by MARINA COAST, are shown in Attachment 1.
- C. **Term of Agreement.** The term of this Supplemental Agreement shall commence on the date of execution by MARINA COAST of the cost-sharing Agreement referred to in Recital A, and shall continue in effect until terminated in writing by both Parties.
- D. **Venue.** In the event that suit shall be brought by any Party to this Supplemental Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Monterey, or, if brought in federal court, in the United States District Court handling matters arising in Monterey County. Further, the prevailing Party shall be entitled to reasonable attorney fees and costs.
- E. **Notices.** Written notice shall be deemed to have been duly served if delivered in person or by mail to the individuals and at the addresses listed below:

A. WATERMASTER: Technical Program Manager
 Seaside Basin Watermaster
 P.O. Box 51502
 Pacific Grove, CA 93950

B. MARINA COAST: General Manager
 Marina Coast Water District
 11 Reservation Road
 Marina, CA 93933

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental Agreement as of the dates shown below.

WATERMASTER

Date: _____

By: _____
 Ian Oglesby, Chair, Board of Directors

MARINA COAST

Date: _____

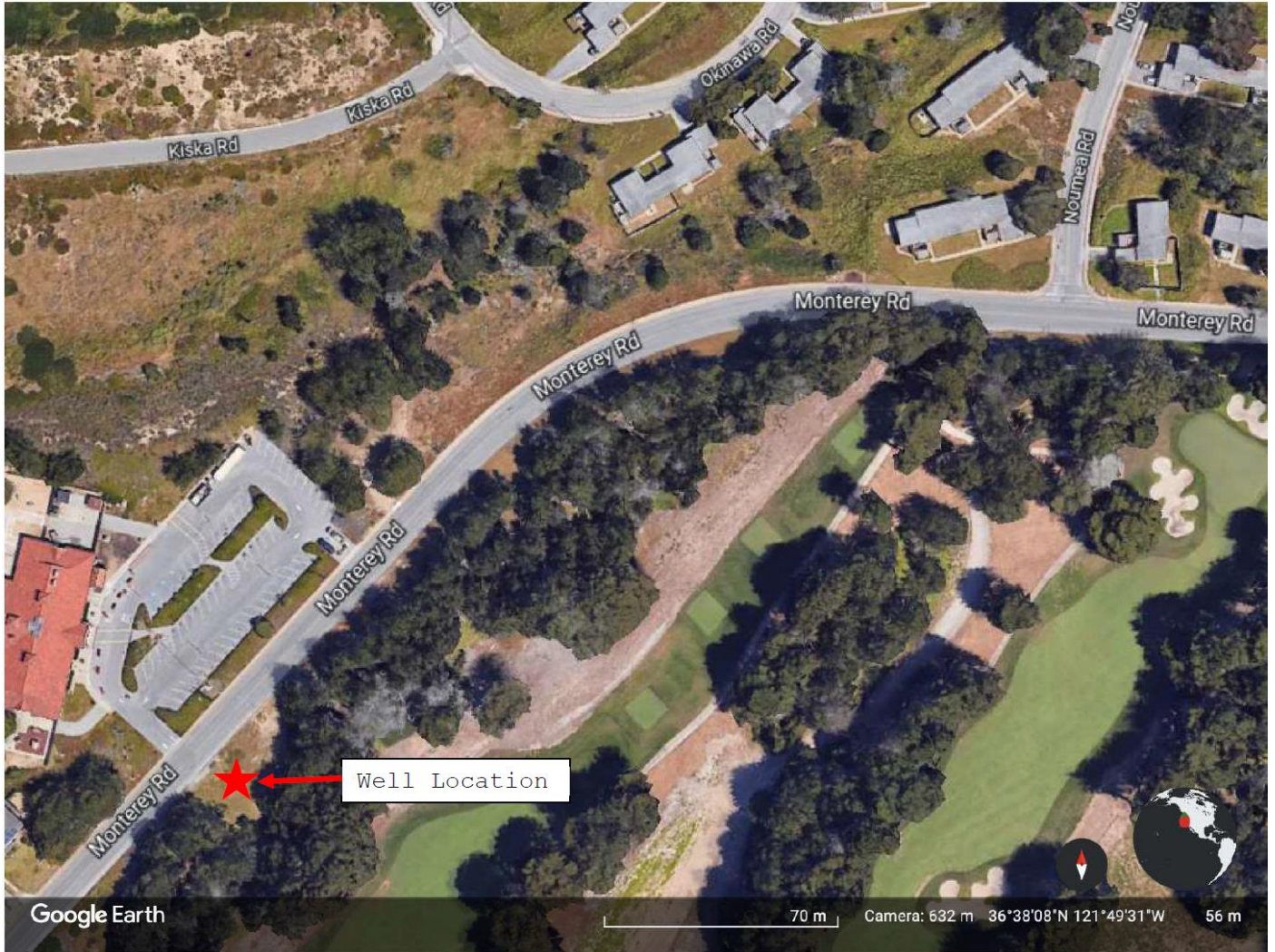
By: _____
 Remleh Scherzinger, General Manager

ATTACHMENT 1

FO-9 Shallow Well Location Map

1/27/23, 1:47 PM

Google Earth



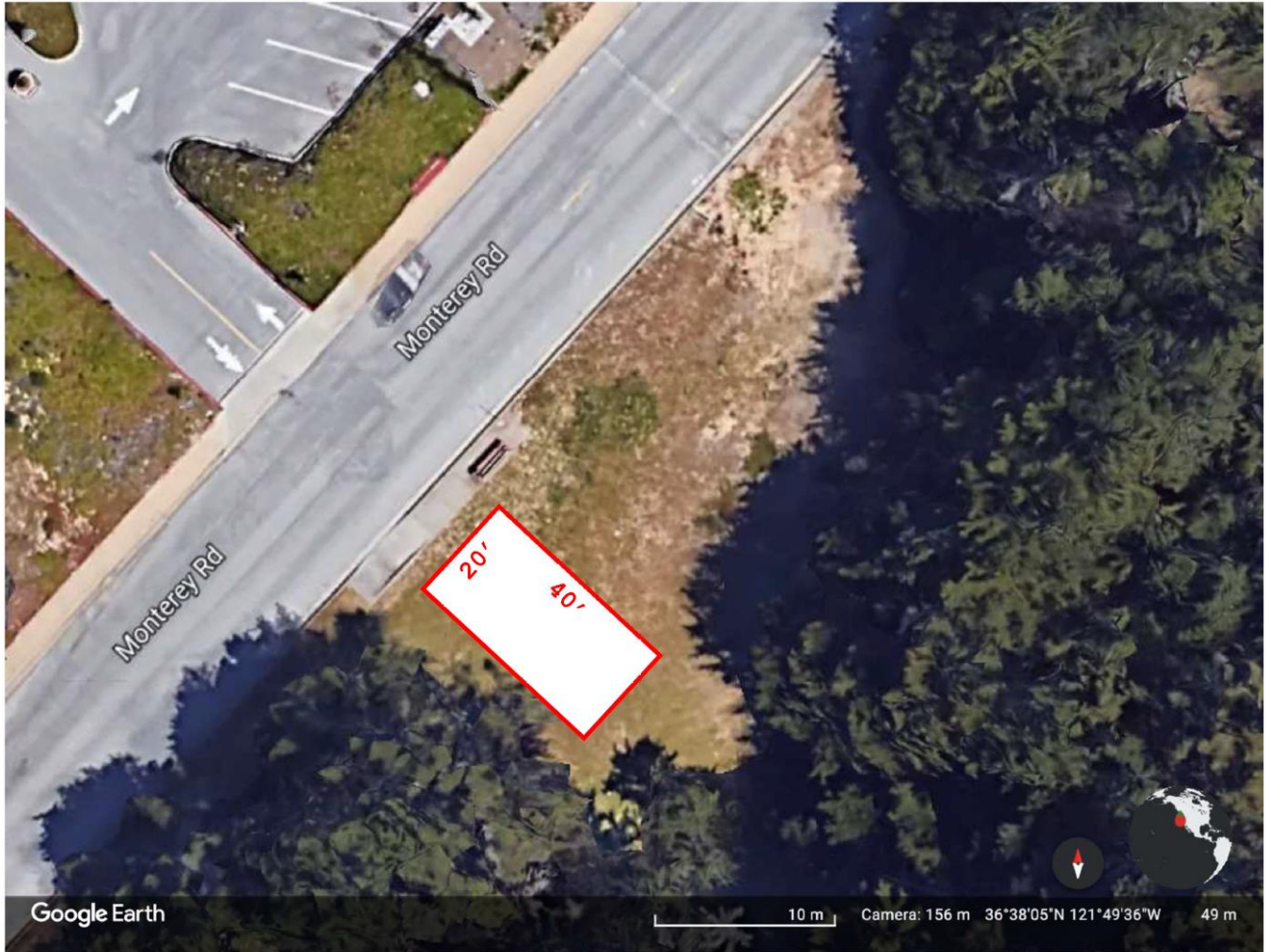
<https://earth.google.com/web/@36.6357821,-121.82532021,56.1729429a,575.78529377d,35y,360h,0t,0r>

1/1

FO-9 Shallow Well Easement Dimensions

1/27/23, 2:02 PM

Google Earth



<https://earth.google.com/web/@36.63499353,-121.82667378,49.24633171a,106.42655308d,35y,0h,0t,0r>

1/1

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11

Meeting Date: July 17, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger P.E.

Agenda Title: Consent Calendar

Staff Recommendation: Approve the Consent Calendar as presented.

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of June 2023
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 19, 2023
- C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 10, 2023
- D) Adopt Resolution No. 2023-24 to Approve Prepayment of Marina Coast Water District's Cal PERS Annual Employer Unfunded Accrued Liability Contribution for FY 2023-2024
- E) Adopt Resolution No. 2023-25 to Purchase and Retrofit of a New Sewer Closed Circuit Television Camera and Equipment for the Operations and Maintenance Department
- F) Adopt Resolution No. 2023-26 to Approve the Purchase of Flyght Pumps for Miscellaneous Lift Stations
- G) Adopt Resolution No. 2023-27 to Execute a Mutual Assistance Agreement Between Marina Coast Water District and the Carmel Area Wastewater District

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

Legal Counsel Review: See individual transmittals.

Climate Action: Not applicable.

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

Material Included for Information/Consideration: Check Register for June 2023; draft minutes of June 19, 2023; Draft Minutes of July 10, 2023; Resolution No. 2023-24; CalPERS Unfunded Accrued Liability Invoices for July 2023; Resolution No. 2023-25; Sourcewell CCTV proposals and brochure of the EnviroSight Rover X CCTV camera; Resolution No. 2023-26; Shape Incorporated proposal, and a brochure of Flygt pumps; Resolution No. 2023-27; and, Mutual Assistance Agreement.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-A

Meeting Date: July 17, 2023

Prepared By: Mary Lagasca

Approved By: Remleh Scherzinger P.E.

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

Staff Recommendation: Receive and file the June 2023 expenditures totaling \$2,714,974.72.

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

Discussion/Analysis: These expenditures were paid in June 2023 and the Board is requested to receive and file the check register. The June check register was larger than normal due to the following payments:

- Check No 73704 – Construction payment to Anderson Pacific Engineering for the amount of \$233,918.02 for the A1/A2 Tanks B/C Booster Pump Station Project.
- Check No 73764 – Construction payment to Anderson Pacific Engineering for the amount of \$466,828.04 for the A1/A2 Tanks B/C Booster Pump Station Project.
- Check No 73775 – Legal services for April 2023 to Richards, Watson & Gershon for the amount of \$484,007.90.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

Other Consideration: None.

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

Action Required: ___Resolution ___X Motion ___Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

JUNE 2023 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
06/05/2023	ACH	Friedman & Springwater LLP	27,510.00
06/05/2023	73701 - 73723	Check Register	416,862.24
06/12/2023	73724 - 73756	Check Register	44,999.66
06/13/2023	ACH	Home Depot Credit Services	16,419.09
06/13/2023	73757	Check Register	23,059.00
06/19/2023	ACH	Friedman & Springwater LLP	22,659.63
06/19/2023	73758 - 73795	Check Register	1,151,370.45
06/26/2023	73796 - 73826	Check Register	80,935.68
06/30/2023	73827 - 73866	Check Register	481,365.31
06/02/2023	501531 - 501536	Check Register	4,267.43
06/09/2023	ACH	Payroll Direct Deposit	121,143.63
06/09/2023	ACH	CalPERS	27,244.60
06/09/2023	ACH	Empower Retirement	13,134.50
06/09/2023	ACH	Internal Revenue Service	48,195.17
06/09/2023	ACH	State of California - EDD	9,904.82
06/09/2023	ACH	WageWorks, Inc.	910.33
06/09/2023	501537	Check Register	688.00
06/23/2023	ACH	Payroll Direct Deposit	120,017.02
06/23/2023	ACH	CalPERS	26,880.12
06/23/2023	ACH	Empower Retirement	12,998.84
06/23/2023	ACH	Internal Revenue Service	47,939.37
06/23/2023	ACH	State of California - EDD	9,927.37
06/23/2023	ACH	WageWorks, Inc.	910.33
06/23/2023	501538 - 501539	Board Compensation Checks and Direct Deposit	554.09
06/23/2023	ACH	Internal Revenue Service	91.82
06/29/2023	501540 - 501542	Check Register	4,340.30
06/30/2023	501543 - 501544	Board Compensation Checks and Direct Deposit	554.08
06/30/2023	ACH	Internal Revenue Service	91.84
TOTAL DISBURSEMENTS			2,714,974.72

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	05/10/2023	06/05/2023	Friedman & Springwater LLP	Legal Services 04/2023	27,510.00
73701	04/28/2023	06/05/2023	Home Depot Credit Services	Paint, Painting Supplies, (2) Toolboxes, Wet/ Dry Vacuum, Shelf, General Operations/ Maintenance Supplies	2,186.52
73702	03/31/2023	06/05/2023	Schaaf & Wheeler	Construction Phase - A1/A2 Tanks B/C Booster; Developer (Seaside B&B Resort)	7,980.04
73703	05/23/2023	06/05/2023	Monterey Bay Analytical Services	Laboratory Testing	996.00
73704	04/18/2023	06/05/2023	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #17	233,918.02
73705	05/11/2023	06/05/2023	Harris & Associates	Inspection Services - RUWAP Distribution; Developers (CHISPA East Garrison Apartments, Dunes 2 East, Enclave Phase 3)	7,624.10
73706	04/10/2023	06/05/2023	Maggiora Bros Drilling	Motor Repair - Well 31	2,542.50
73707	05/10/2023	06/05/2023	Core & Main LP	(2) D5 Machine Tool Kits	6,829.47
73708	04/30/2023	06/05/2023	The Paul Davis Partnership, LLP	Conceptual Design/ Working Drawings Phase - IOP	1,015.00
73709	05/17/2023	06/05/2023	Imjin Office Park Owners Association	2023 Association Fees - IOP/ BLM Offices	27,500.00
73710	05/16/2023	06/05/2023	E&M Electric and Machinery, Inc.	Software Toolbox Support Renewal 05/23/23 - 05/22/24	269.00
73711	05/19/2023	06/05/2023	Employnet, Inc.	Temporary Customer Service Representatives 05/08 - 05/11	1,165.25
73712	05/15/2023	06/05/2023	American Language Services	2022 Consumer Confidence Report - Translation Services	3,405.00
73713	05/26/2023	06/05/2023	U.S. Bank National Association	IOP Office Copier Lease 05/20 - 06/19	287.34
73714	05/11/2023	06/05/2023	Remy Moose Manley, LLP	Legal Services 04/2023	46,022.44
73715	05/17/2023	06/05/2023	ICONIX Waterworks (US), Inc.	(2) Check Valves, (24) Bolt Up Sets, (2) Concrete Extensions, (7) DI Spools, Concrete Lid, (4) Mega Flange Kits, Supplies - Hatten LS; General Operations/ Maintenance, Meter Reader Supplies	12,395.99
73716	05/10/2023	06/05/2023	Griffith, Masuda & Hobbs	Legal Services 04/2023	29,446.96
73717	05/15/2023	06/05/2023	Access Monterey Peninsula, Inc.	Filming and Production 05/2023	460.00
73718	05/15/2023	06/05/2023	Western Exterminator Company	Pest Control - Beach Office 05/2023	119.60
73719	05/15/2023	06/05/2023	Fieldman, Rolapp & Associates, Inc.	Capital Finance Plan 02/2023 - 03/2023	4,860.60
73720	05/19/2023	06/05/2023	Azteca Systems Holdings, LLC	Cityworks/ CCTV Inspection API Solution 05/2023 - 03/2024	6,343.75
73721	05/15/2023	06/05/2023	HPS West, Inc.	(30) 1 1/2" MS Multi-Jet Meters with Allegro Register	21,119.66
73722	06/01/2023	06/05/2023	CivicPlus, LLC	Municode Admin Support Fee 06/2023 - 05/2024	225.00
73723	05/17/2023	06/05/2023	Conservation Rebate Program	137 Seal Ct - Landscape Rebate	150.00
73724	05/11/2023	06/12/2023	Grainger	General Operations/ Maintenance Supplies	84.33
73725	05/31/2023	06/12/2023	Peninsula Welding & Medical Supply, Inc.	(3) Gas Cylinder Tank Rental Fees	38.70
73726	05/19/2023	06/12/2023	Valley Saw and Garden Equipment	General Operations/ Maintenance Supplies	89.46
73727	05/23/2023	06/12/2023	CWEA - Monterey Bay Section	Grade IV Collection System Certification Renewal	110.00
73728	05/31/2023	06/12/2023	Monterey One Water	Sewer Treatment Charge 05/2023 - 06/2023	335.30
73729	05/18/2023	06/12/2023	Verizon Wireless	Cell Phone Service 05/2023	2,507.14
73730	05/19/2023	06/12/2023	Orkin Franchise 925	BLM/ IOP Pest Control 05/2023	219.00
73731	05/19/2023	06/12/2023	Shape Incorporated	General Operations/ Maintenance Supplies	144.71
73732	05/19/2023	06/12/2023	HD Supply, Inc.	General Operations/ Maintenance Supplies	254.12
73733	05/22/2023	06/12/2023	Core & Main LP	General Operations/ Maintenance Supplies	291.39
73734	05/11/2023	06/12/2023	American Supply Company	Janitorial Supplies	186.92

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
73735	05/08/2023	06/12/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	216.33
73736	05/15/2023	06/12/2023	Univar Solutions USA, Inc.	(1,295) gals Chlorine - Well 10, Intermediate Reservoir	4,365.60
73737	06/01/2023	06/12/2023	Daiohs USA	Coffee Supplies	527.54
73738	05/12/2023	06/12/2023	Central Welding and Fabrication LLC	Pipe Coupling Repair - A Zone ARV; D-Ring Weld - Backhoe; Extend Motor Mount	926.50
73739	05/26/2023	06/12/2023	Employnet, Inc.	Temporary Customer Service Representatives 05/15 - 05/19	1,678.57
73740	05/25/2023	06/12/2023	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	771.98
73741	05/20/2023	06/12/2023	Graniterock Company	(3.47) tons Pea Gravel	284.32
73742	05/17/2023	06/12/2023	Las Animas Concrete, LLC	Concrete - Hatten LS	386.82
73743	05/18/2023	06/12/2023	Marina Tire & Auto Repair	Tire Replacement - Vehicle #1002	164.03
73744	06/02/2023	06/12/2023	Monterey Bay Technologies, Inc.	IT Support Services 06/2023	3,600.00
73745	06/01/2023	06/12/2023	Employee Reimbursement	Mileage - 2023 Salinas River Symposium, Water Strategy Meeting	297.37
73746	05/28/2023	06/12/2023	AT&T	Phone and Alarm Line Service 05/2023	253.45
73747	05/31/2023	06/12/2023	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 05/2023	405.85
73748	06/01/2023	06/12/2023	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 05/2023	7,748.00
73749	05/09/2023	06/12/2023	White Cap, L.P.	General Operations/ Maintenance Supplies	544.60
73750	05/19/2023	06/12/2023	Ritter GIS, Inc.	CMMS Programming	6,650.00
73751	05/25/2023	06/12/2023	WEX Bank	Fleet Gasoline 05/2023	6,867.36
73752	05/19/2023	06/12/2023	City of Marina False Alarm Reduction Program	Alarm Permit Renewal - MCWD Offices 07/2023 - 06/2024	60.00
73753	06/01/2023	06/12/2023	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 06/2023	1,700.00
73754	04/19/2023	06/12/2023	Health Educational Services, Inc.	First Aid/ CPR Certification - (4) O&M	380.00
73755	05/24/2023	06/12/2023	Handyman 831	Fence Repair - BLM; Garbage Enclosure Repair - IOP Office	710.89
73756	05/22/2023	06/12/2023	Alameda Electrical Distributors, Inc.	Hole Punch Kit, (8) Saw Blades, (2) Drill Bits	2,199.38
ACH	06/13/2023	06/13/2023	Home Depot Credit Services	Vinyl Flooring, Baseboard Molding, Microwave, Cabinetry, Supplies - Ord Office Renovation; Concrete; Lumber; Paint; Paint Supplies; Toolbox; Plywood; General Operations/ Maintenance Supplies	16,419.09
73757	06/13/2023	06/13/2023	City of Marina	City of Marina Corp Yard Utility Easement - A1/A2 Tanks B/C Booster	23,059.00
ACH	06/05/2023	06/19/2023	Friedman & Springwater LLP	Legal Services 05/2023	22,659.63
73758	05/31/2023	06/19/2023	Insight Planners	Web Development/ Maintenance and Hosting 05/2023	1,584.00
73759	05/15/2023	06/19/2023	Grainger	General Operations/ Maintenance Supplies	207.84

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
73760	04/30/2023	06/19/2023	Schaaf & Wheeler	Construction Phase - A1/A2 Tanks B/C Booster; Sampling Station Detail W-21 and Revisions; Construction Meetings - Ord Village LS; RFI on CSIP Rates State Parks WWTP Transfer MOA; Developers (Campus Town, Dunes 1B Promenade, Dunes 2 East, Dunes 2 North, Dunes 2 West, Enclave at Cypress Grove, Home2 Suites, Marina Station, Seaside B&B Resort, Veterans Transition Center - Hayes, VTC Lightfighter Village, Wathen-Castanos Homes)	53,326.93
73761	05/31/2023	06/19/2023	Monterey Bay Analytical Services	Laboratory Testing	420.00
73762	05/26/2023	06/19/2023	Rauch Communication Consultants, Inc.	Public Relations 04/2023	9,525.70
73763	06/05/2023	06/19/2023	Staples Credit Plan	Office Supplies	807.93
73764	05/04/2023	06/19/2023	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #18	466,828.04
73765	06/01/2023	06/19/2023	Harris & Associates	Inspection Services - RUWAP Distribution; Developers (Enclave Phase 3, VTC Lightfighter Village)	8,281.70
73766	06/01/2023	06/19/2023	Maynard Group	Network Support 06/2023	5,366.45
73767	05/15/2023	06/19/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	204.29
73768	06/06/2023	06/19/2023	Geiger	(2,500) #10 Window Envelopes	288.59
73769	05/28/2023	06/19/2023	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	167.37
73770	05/19/2023	06/19/2023	Whitson Engineers	Land Surveying - Sand Tank Parcel	1,707.50
73771	05/16/2023	06/19/2023	Sturdy Oil Company	(400) gals Dyed Diesel - Well 31	1,438.65
73772	05/31/2023	06/19/2023	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
73773	06/02/2023	06/19/2023	Employnet, Inc.	Temporary Customer Service Representatives 05/22 - 05/25	1,378.30
73774	06/01/2023	06/19/2023	Conservation Rebate Program	278 Hibbing Cir - Toilet Rebate	75.00
73775	05/30/2023	06/19/2023	Richards, Watson & Gershon	Legal Services 04/2023	484,007.90
73776	05/24/2023	06/19/2023	Edges Electrical Group, LLC	(30) ft Channel, Conduit, (5) Hub Connectors, Electrical Wires, General Operations/ Maintenance Supplies	3,375.21
73777	06/05/2023	06/19/2023	ICONIX Waterworks (US), Inc.	(500) ft Green Copper Wire, Concrete Extension, (25) Bolt Up Sets, General Operations/ Maintenance Supplies	1,586.87
73778	06/05/2023	06/19/2023	Boutin Jones, Inc.	Legal Services 05/2023	1,862.00
73779	03/29/2023	06/19/2023	Annuvia	(4) Electrodes Adult AED	297.29
73780	06/11/2023	06/19/2023	Aleshire & Wynder, LLP	Legal Services 05/2023	3,274.22
73781	05/31/2023	06/19/2023	Peninsula Messenger LLC	Courier Service 06/2023	244.00
73782	06/06/2023	06/19/2023	TIAA, FSB	Ord Office Copier, eCopy ScanStation Leases 06/2023	422.04
73783	05/31/2023	06/19/2023	Iron Mountain, Inc.	Shredding Service 05/2023	318.40
73784	06/01/2023	06/19/2023	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 06/2023	500.00
73785	05/31/2023	06/19/2023	Cintas Corporation No. 630	Uniforms, Towels, Rugs 05/2023	1,076.08
73786	06/01/2023	06/19/2023	Verizon Connect NWF, Inc.	GPS Service - (31) Fleet Vehicles 05/2023	589.00
73787	05/23/2023	06/19/2023	Psomas	Construction Management - A1/A2 Tanks B/C Booster	60,522.31
73788	06/06/2023	06/19/2023	Zanjero, Inc.	Water Supply Investigations Phase 1 05/2023	12,380.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
73789	06/08/2023	06/19/2023	HPS West, Inc.	(75) Allegro UTG Registers and Plastic Housings, (2) 1 1/2" MS Multi-Jet Meters with Allegro Register	16,808.79
73790	06/13/2023	06/19/2023	SBRK Finance Holdings, Inc.	CivicPay/ CivicPay IVR Transaction Fees 05/2023	2,031.50
73791	06/08/2023	06/19/2023	David Keith Todd Consulting Engineers, Inc.	Well Rehabilitation - Well 12	8,146.25
73792	05/30/2023	06/19/2023	Conservation Rebate Program	1324 Patch Ct - Washer Rebate	100.00
73793	06/02/2023	06/19/2023	Conservation Rebate Program	3156 De Forest Rd - Washer Rebate	150.00
73794	06/05/2023	06/19/2023	Conservation Rebate Program	4895 Peninsula Point Dr - Toilet Rebate	50.00
73795	06/01/2023	06/19/2023	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 06/2023	801.80
73796	05/31/2023	06/26/2023	Ace Hardware of Watsonville, Inc.	General Operations/ Maintenance Supplies	847.44
73797	06/07/2023	06/26/2023	Carlons Fire Extinguisher	Annual Fire Extinguisher Inspection - MCWD Offices, Vehicles, Sites	2,171.34
73798	06/10/2023	06/26/2023	PG&E	Gas and Electric Service 05/2023 - LS 630 Monterey Rd	1,525.74
73799	05/31/2023	06/26/2023	Area Communications	Answering Service 05/03 - 05/30	311.61
73800	06/13/2023	06/26/2023	Monterey Bay Analytical Services	Laboratory Testing	840.00
73801	06/01/2023	06/26/2023	Harris & Associates	Developers (Dunes 1B Promenade, Dunes 2 East)	9,379.82
73802	06/10/2023	06/26/2023	Johnson Controls Security Solutions LLC	IOP Security 07/2023 - 06/2024; Service Fire Sensor - Ord Office Renovation	3,043.64
73803	06/16/2023	06/26/2023	Conservation Rebate Program	421 Windsor Ct - (2) Toilet Rebates	150.00
73804	06/08/2023	06/26/2023	Shape Incorporated	(4) MiniCAS Units, (4) 11-Pin Back Mounting Sockets	3,366.95
73805	05/31/2023	06/26/2023	DataProse, LLC	Customer Billing Statements 05/2023	5,873.72
73806	05/22/2023	06/26/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	381.96
73807	05/05/2023	06/26/2023	Geisler	(2,000) Perforated Door Hanger Sheets	549.15
73808	04/25/2023	06/26/2023	Whitson Engineers	Land Surveying - Sand Tank Parcel	1,339.50
73809	06/01/2023	06/26/2023	Sturdy Oil Company	(388) gals Clear Diesel - Convault Tank/ O&M Yard	1,724.33
73810	05/31/2023	06/26/2023	Pacific Ag Rentals LLC	Mobile Restroom Rental - Beach/ Ord Offices	1,183.94
73811	06/06/2023	06/26/2023	U.S. Bank Corporate Payment Systems	Adobe Creative Cloud - IT Laptop; Dell OptiPlex Micro 7010 Computer - O&M; Door Latch Adjustment - IOP Office; Groundwater Resources Association of CA Membership - Water Resources Manager; CWEA Association Membership Renewal - O&M; (2) Spill Berms - O&M; Cloud Hosted Server - Cityworks/ ESRI; SCADA Mobile/ Laptop Hotspot; SCADA Internet Service; General Supplies	6,713.98
73812	05/31/2023	06/26/2023	Edges Electrical Group, LLC	General Operations/ Maintenance Supplies	356.23
73813	06/15/2023	06/26/2023	U.S. Bank National Association	Beach Office Copier Lease 06/10 - 07/09	275.32
73814	06/12/2023	06/26/2023	ICONIX Waterworks (US), Inc.	Air Release Valve, Ball Valve, Supplies - Buna Rd ARV Repair; (7) Manhole Covers, (4) Frames, (18) Grade Rings, General Operations/ Maintenance Supplies	8,116.47
73815	06/05/2023	06/26/2023	Eurofins Eaton Analytical, LLC	Laboratory Testing	1,692.52
73816	06/01/2023	06/26/2023	ALK Services, Inc.	Door Latch Adjustments - IOP Office; (20) Spare Keys, (15) Brass Tags	313.57

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
73817	05/31/2023	06/26/2023	AutoZone Parts, Inc.	Gear Oil, Fluid Pump - Vehicle #0505	25.76
73818	06/09/2023	06/26/2023	Golden State Truck and Trailer Repair, Inc.	Oil Change - Vehicles 2001, 2101	604.19
73819	06/07/2023	06/26/2023	Interstate Battery of San Jose	General Operations/ Maintenance Supplies	256.50
73820	06/03/2023	06/26/2023	Fischer Compliance LLC	SSMP Compliance/ Training - Spill Emergency Response Plan Review	4,000.00
73821	06/05/2023	06/26/2023	Johnson Construction Enterprise LLC	Construction Services - Ord Office Renovation	24,367.00
73822	05/08/2023	06/26/2023	Parra Environmental Training	Asbestos Cement Pipe Refresher Webinar	900.00
73823	06/13/2023	06/26/2023	Conservation Rebate Program	2717 Kitetail Ln - Landscape Rebate	100.00
73824	06/12/2023	06/26/2023	Conservation Rebate Program	3285 Cove Way - (3) Toilet Rebates	225.00
73825	06/20/2023	06/26/2023	Conservation Rebate Program	3272 Michael Dr - (2) Toilet Rebates	150.00
73826	06/16/2023	06/26/2023	Conservation Rebate Program	299 Whitney Pl - Washer Rebate	150.00
73827	06/10/2023	06/30/2023	PG&E	Gas and Electric Service 05/2023	91,269.64
73828	06/28/2023	06/30/2023	Area Communications	Answering Service 05/31 - 06/27	410.61
73829	06/08/2023	06/30/2023	Petty Cash	Replenishment of Funds	52.00
73830	05/31/2023	06/30/2023	Schaaf & Wheeler	Construction Phase - A1/A2 Tanks B/C Booster; Developers (Marina Station, Seaside B&B Resort)	13,432.74
73831	06/06/2023	06/30/2023	Monterey Peninsula Engineering	Ord Village/ Gigling LS - Construction Pmt #21	56,553.26
73832	06/18/2023	06/30/2023	Verizon Wireless	Cell Phone Service 06/2023	2,987.51
73833	06/16/2023	06/30/2023	Federal Express	Operations/ Maintenance Shipping Charges	14.58
73834	05/09/2023	06/30/2023	Core & Main LP	General Operations/ Maintenance Supplies	227.01
73835	05/31/2023	06/30/2023	DataProse, LLC	2022 CCR Special Mailer	1,299.10
73836	05/01/2023	06/30/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	355.89
73837	06/27/2023	06/30/2023	Conservation Rebate Program	3017 Vera Ln - Washer Rebate	100.00
73838	05/31/2023	06/30/2023	The Paul Davis Partnership, LLP	Conceptual Design/ Working Drawings Phase - IOP	5,361.00
73839	06/26/2023	06/30/2023	Wallace Group	Developer (Wathen-Castanos Homes)	43,370.95
73840	06/26/2023	06/30/2023	Geiger	(800) Disconnect and (800) Connect Orders	1,147.34
73841	06/16/2023	06/30/2023	Whitson Engineers	Land Surveying - B2 Zone Tank	3,235.00
73842	05/18/2023	06/30/2023	Calcon Systems, Inc.	Alarm Troubleshooting - Water Sites; (2) Sea Haven Cellular SIM Cards - Intertie	530.59
73843	06/27/2023	06/30/2023	Daiohs USA	Water Filter Exchange - Ord Office	76.42
73844	06/23/2023	06/30/2023	Employnet, Inc.	Temporary Customer Service Representatives 05/30 - 06/02, 06/05 - 06/08, 06/12 - 06/16	3,957.70
73845	06/16/2023	06/30/2023	Richards, Watson & Gershon	Legal Services 05/2023	27,869.26
73846	06/23/2023	06/30/2023	Remy Moose Manley, LLP	Legal Services 05/2023	31,849.63
73847	06/05/2023	06/30/2023	POSM Software, LLC	GIS Software Server; GIS Server Support 09/2023 - 08/2024 for CCTV Sewer Camera	25,000.00
73848	06/27/2023	06/30/2023	Conservation Rebate Program	3106 Crescent Ave #7 - Toilet Rebate	50.00
73849	06/27/2023	06/30/2023	AT&T	Phone and Alarm Line Service 06/2023	159.85
73850	06/19/2023	06/30/2023	Psomas	Construction Management - A1/A2 Tanks B/C Booster	73,769.55
73851	06/06/2023	06/30/2023	Zanjero, Inc.	Desal Plant Program Management 05/2023	15,385.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
73852	05/31/2023	06/30/2023	Regional Government Services Authority	Classification/ Compensation Study 05/2023; Human Resource Consulting Services 05/2023; Grant Management/ Accounting Services 03/2023 - 05/2023	13,007.40
73853	05/24/2023	06/30/2023	Vesta Housing Solutions LLC	Locker Room Trailer Rental - Ord Office	33,379.27
73854	05/22/2023	06/30/2023	Don Chapin Company, Inc.	Temporary Fencing, (6) Sand Bags - Hatten LS	444.00
73855	04/01/2023	06/30/2023	ClearGov, Inc.	ClearGov Digital Budget Book Suite 04/2023 - 06/2023	7,337.50
73856	06/05/2023	06/30/2023	K&D Landscaping, Inc.	Landscape, Irrigation Installation - IOP Office/ Imjin Pkwy	23,711.11
73857	06/26/2023	06/30/2023	Customer Service Refund	Refund Check - 2977 Abrams Dr	40.00
73858	06/26/2023	06/30/2023	Customer Service Refund	Refund Check - Hydrant Meter	2,033.29
73859	06/26/2023	06/30/2023	Customer Service Refund	Refund Check - 383 Hillcrest Ave	417.79
73860	06/26/2023	06/30/2023	Customer Service Refund	Refund Check - 119 Okinawa Rd	11.88
73861	06/26/2023	06/30/2023	Customer Service Refund	Refund Check - 2723 Sea Glass Ave	35.00
73862	06/26/2023	06/30/2023	Customer Service Refund	Refund Check - 3135 California Ave	15.11
73863	06/26/2023	06/30/2023	Customer Service Refund	Refund Check - 475 Russell Way	156.25
73864	06/26/2023	06/30/2023	Customer Service Refund	Refund Check - 319 Ardennes Cir	111.88
73865	06/26/2023	06/30/2023	Customer Service Refund	Refund Check - 107 Malmedy Rd	40.00
73866	06/26/2023	06/30/2023	Customer Service Refund	Refund Check - Hydrant Meter	2,160.20
501531	05/18/2023	06/02/2023	Principal Life	Employee Paid Benefits 06/2023	211.24
501532	05/10/2023	06/02/2023	Lincoln National Life Insurance Company	Life, Short/ Long Term Disability, AD&D Insurance 06/2023	3,074.37
501533	04/18/2023	06/02/2023	Employee Reimbursement	SGMA Implementation Summit/ Workshop Per Diem Meals	139.50
501534	05/24/2023	06/02/2023	WageWorks, Inc.	FSA Admin Fees 04/2023 - 05/2023	340.00
501535	05/17/2023	06/02/2023	Transamerica Life Insurance Company	Employee Paid Benefits 05/2023	427.32
501536	05/19/2023	06/02/2023	Employee Reimbursement	Water Treatment Plant Operation Course	75.00
ACH	06/09/2023	06/09/2023	Payroll Direct Deposit	Payroll Ending 06/02/23	121,143.63
ACH	06/09/2023	06/09/2023	CalPERS	Payroll Ending 06/02/23	27,244.60
ACH	06/09/2023	06/09/2023	Empower Retirement	Payroll Ending 06/02/23	13,134.50
ACH	06/09/2023	06/09/2023	Internal Revenue Service	Payroll Ending 06/02/23	48,195.17
ACH	06/09/2023	06/09/2023	State of California - EDD	Payroll Ending 06/02/23	9,904.82
ACH	06/09/2023	06/09/2023	WageWorks, Inc.	Payroll Ending 06/02/23	910.33
501537	06/09/2023	06/09/2023	General Teamsters Union	Payroll Ending 06/02/23	688.00
ACH	06/23/2023	06/23/2023	Payroll Direct Deposit	Payroll Ending 06/16/23	120,017.02
ACH	06/23/2023	06/23/2023	CalPERS	Payroll Ending 06/16/23	26,880.12
ACH	06/23/2023	06/23/2023	Empower Retirement	Payroll Ending 06/16/23	12,998.84
ACH	06/23/2023	06/23/2023	Internal Revenue Service	Payroll Ending 06/16/23	47,939.37
ACH	06/23/2023	06/23/2023	State of California - EDD	Payroll Ending 06/16/23	9,927.37
ACH	06/23/2023	06/23/2023	WageWorks, Inc.	Payroll Ending 06/16/23	910.33
501538 - 501539	06/23/2023	06/23/2023	Board Compensation Checks and Direct Deposit	Board Compensation 05/2023	554.09
ACH	06/23/2023	06/23/2023	Internal Revenue Service	Board Compensation 05/2023	91.82
501540	06/25/2023	06/29/2023	AFLAC	Employee Paid Benefits 05/2023 - 06/2023	3,742.98

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
501541	06/23/2023	06/29/2023	WageWorks, Inc.	FSA Admin Fees 06/2023	170.00
501542	06/16/2023	06/29/2023	Transamerica Life Insurance Company	Employee Paid Benefits 06/2023	427.32
501543 - 501544	06/30/2023	06/30/2023	Board Compensation Checks and Direct Deposit	Board Compensation 06/2023	554.08
ACH	06/30/2023	06/30/2023	Internal Revenue Service	Board Compensation 06/2023	91.84
Total Disbursements for June 2023					2,714,974.72

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-B

Meeting Date: July 17, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger P.E.

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 19, 2023

Staff Recommendation: Approve the draft minutes of the June 19, 2023 regular joint Board/GSA meeting.

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

Discussion/Analysis: The draft minutes of June 19, 2023 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of June 19, 2023.

Action Required: ____ Resolution X Motion ____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
June 19, 2023

Draft Minutes

1. Call to Order:

Director Moore called the meeting to order at 6:34 p.m. on June 19, 2023 both in-person at 920 2nd Avenue, Suite A, Marina, California; and, via Zoom teleconference.

2. Roll Call:

Board Members Present:

Jan Shriner – President – arrived at 6:37 p.m.
Thomas P. Moore
Gail Morton
Brad Imamura

Board Members Absent:

Herbert Cortez – Vice President

Staff Members Present:

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

Audience Members:

Andy Sterbenz, Schaaf & Wheeler
Alec Irwin, MCWD
Stephenie Verduzco, MCWD
Phil Clark, Seaside Customer
Vera Nelson, EKI Water & Environment
Andy Hunter, Whitson Engineers
Don Hofer, Marina Community Partners/Shea Homes
Jack Gao, Shea Homes

Ms. Paula Riso, Executive Assistant/Clerk to the Board, announced that the draft budget was available to the public online and hard copy on May 12th; a revised draft budget was available to the public online and hard copy on June 2nd; a hard copy of the draft budget was available on June 15th and the online version was made available June 19th for Agenda Item 11-A.

3. Public Comment on Closed Session Items:

There were no comments made.

President Shriner arrived at 6:37 p.m. The Board entered into closed session at 6:38 p.m. to discuss the following items:

4. Closed Session:

- A. Pursuant to Government Code 54957.6
Conference with Labor Negotiators
Agency Negotiators (General Manager)
Employee Organization: Marina Coast Water District Employees Association
- B. Pursuant to Government Code 54957.6
Conference with Labor Negotiators
Agency Negotiators (General Manager)
Employee Organization: Teamsters Local 890
- C. Conference with Legal Counsel – Existing Litigation
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)
Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)

The Board ended closed session at 8:25 p.m. President Shriner reconvened the meeting to open session at 8:30 p.m.

5. Reportable Actions Taken During Closed Session:

Mr. Roger Masuda, District Counsel, stated that there were no reportable actions take during closed session. President Shriner noted that Agenda Item 5-A was pulled from the agenda.

6. Pledge of Allegiance:

Director Imamura led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no public comments made.

8. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Item:

1. Receive the Annual Monterey Sub-basin Sustainable Groundwater Management Presentation:

Mr. Patrick Breen, Water Resources Manager, introduced this item noting that this was an annual report on the progress of the Monterey Sub-basin Groundwater Sustainability Plan (GSP).

Ms. Vera Nelson, EKI Environment & Water, gave a presentation on the Monterey sub-basin, noting that the Department of Water Resources (DWR) approved the GSP in April 2023. She stated that she would review the comparison against sustainable management criteria and the annual progress of the GSP. Ms. Nelson stated that the comparison against sustainable management criteria required by DWR looks at Seawater Intrusion Advancement; Groundwater Levels; Groundwater Storage; Interconnected Surface Waters, Water Quality; and, Subsidence. She then reviewed the progress of the Multi Sub-basin actions and projects. The Board asked clarifying questions.

9. Return to Marina Coast Water District Matters:

10. Consent Calendar:

Director Morton made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of May 2023; and, B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 15, 2023. Director Imamura seconded the motion. The motion was passed by the following vote:

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

11. Action Items:

Mr. Remleh Scherzinger, General Manager, suggested moving to Agenda Items 11-B, and 11-C, as there were public members present for that item.

- B. Adopt Resolution No. 2023-13 Regarding a Variance to the Application of MCWD Water Code Section 5.16.190 *Sewer System Easements*, for the Dunes of Monterey Bay Phase 2 West, Marina CA:

Agenda Item 11-B (continued):

Mr. Garrett Haertel, District Engineer, introduced this item. The Board asked clarifying questions.

Director Imamura made a motion to adopt Resolution No. 2023-13 regarding a variance to the application of MCWD Water Code Section 5.16.190 *Sewer System Easements*, for the Dunes of Monterey Bay Phase 2 West, Marina CA. Director Morton seconded the motion. The motion was passed by the following vote:

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

C. Adopt Resolution No. 2023-14 Regarding a Variance to the Application of MCWD Water Code Section 5.16.190 *Sewer System Easements*, for the Dunes of Monterey Bay Phase 1B Promenade, Marina CA:

Mr. Haertel introduced this item. Director Moore asked clarifying questions regarding easements on Army owned property.

Director Morton made a motion to adopt Resolution No. 2023-14 regarding a variance to the application of MCWD Water Code Section 5.16.190 *Sewer System Easements*, for the Dunes of Monterey Bay Phase 1B Promenade, Marina CA. Director Moore seconded the motion.

Director Shriner asked the developer to explain why they never tried to get the easement from the neighboring property. Mr. Don Hofer, Marina Community Partners, commented that the design of these developments were part of the Specific Plan that was adopted nearly twenty years ago which was fully vetted with the public. He said changes cannot be made unless the Specific Plan was also changed. Discussion followed.

The motion was passed by the following vote:

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

A. Adopt Resolution No. 2023-21 to Adopt the Marna Coast Water District Budget for FY 2023-2024 and Waive Section 6.08.070 of the District Code for FY 2023-2024:

Ms. Mary Lagasca, Director of Administrative Services, introduced this item and reviewed a list of changes from the last draft budget. Mr. Scherzinger noted that the Board should make the motion to adopt the Resolution adopting the budget as amended.

Agenda Item 11-A (continued):

Director Morton made a motion to adopt Resolution No. 2023-21 to adopt the Marna Coast Water District Budget for FY 2023-2024 as amended and waive Section 6.08.070 of the District Code for FY 2023-2024. Director Imamura seconded the motion. Director Morton thanked staff for the time and effort to meet with the Board and subcommittee on the budget and incorporate all the comments and changes into the final document. Director Moore wanted to assure the public that although there are many projects on the Capital Improvement list, none will move forward without proper vetting. The motion was passed by the following vote:

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

President Shriner noted it was 10:00 p.m. and asked if there was a motion to continue the meeting.

Director Moore made a motion to continue the meeting to complete the agenda. Director Morton seconded the motion. The motion was passed by the following vote:

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

- D. Adopt Resolution No. 2023-22 Amending the Professional Services Agreement between Marina Coast Water District and Rauch Communications Consultants, Inc. to Provide Public Relations and Community Outreach Services to the District:

Mr. Scherzinger introduced this item.

Director Moore made a motion adopt Resolution No. 2023-22 amending the Professional Services Agreement between Marina Coast Water District and Rauch Communications Consultants, Inc. to provide Public Relations and Community Outreach Services to the District. Director Imamura seconded the motion. The motion was passed by the following vote:

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

- E. Provide Direction Regarding Election to the Coastal Network, Seat C, of the California Special Districts Association Board:

Director Moore made a motion to direct the District to vote for Director Imamura for the Coastal Network, Seat C on the California Special Districts Association Board. Director Imamura seconded the motion.

Agenda Item 11-E (continued):

The motion failed.

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

Director Moore made a motion to direct the District to vote for Vince Ferrante for the Coastal Network, Seat C on the California Special Districts Association Board. President Shriner seconded the motion. The motion was passed by the following vote:

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

12. Informational Items:

A. General Manager's Report:

Mr. Scherzinger stated he had nothing to report.

B. Committee and Board Liaison Reports:

1. Budget and Engineering Committee:

Director Morton gave a brief update.

2. Executive Committee:

President Shriner gave a brief update.

3. Community Outreach and Personnel Committee:

Director Imamura and Director Moore gave a brief update.

4. M1W Board Member Liaison:

Director Moore gave a brief update.

13. Board Member Requests for Future Agenda Items:

Mr. Scherzinger commented that there were a couple of items for closed session.

14. Director's Comments:

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

15. Adjournment:

The meeting was adjourned at 10:20 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-C

Meeting Date: July 17, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger P.E.

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 10, 2023

Staff Recommendation: Approve the draft minutes of the July 10, 2023 special joint Board/GSA meeting.

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

Discussion/Analysis: The draft minutes of July 10, 2023 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of July 10, 2023.

Action Required: ____ Resolution X Motion ____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting
July 10, 2023

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:02 p.m. on July 10, 2023, at 920 2nd Avenue, Suite A, and, via Zoom teleconference in Marina, California. President Shriner noted that Agenda Item 5-A, “Threat to Public Services or Facilities, Consultation With District Counsel and Information Technology Administrator”, had been pulled from the agenda.

2. Roll Call:

Board Members Present:

Jan Shriner – President
Herbert Cortez – Vice President
Brad Imamura
Thomas P. Moore – arrived at 6:18 p.m.
Gail Morton

Board Members Absent:

None.

Staff Members Present:

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

Audience Members:

Stephenie Verduzco, MCWD Employee

3. Pledge of Allegiance:

Director Morton led everyone present in the pledge of allegiance.

4. Public Comment on Closed Session Items:

There were no comments made.

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

5. Closed Session:

- B. Pursuant to Government Code 54956.9
Conference with Legal Counsel – Existing Litigation
Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)

- C. Pursuant to Government Code 54957.6
Conference with Labor Negotiators
Agency Negotiators (General Manager)
Employee Organization: Marina Coast Water District Employees Association

The Board ended closed session at 8:11 p.m. President Shriner reconvened the meeting to open session at 8:13 p.m.

6. Reportable Actions Taken During Closed Session:

Mr. Roger Masuda, District Counsel, stated there were no reportable actions taken in closed session on Item 5-B.

- A. Consider Adoption of Resolution No. 2023-20 to Approve the Memorandum of Understanding Between the Marina Coast Water District Employees Association and the Marina Coast Water District:

Director Moore made a motion to adopt Resolution No. 2023-20 as revised, to approve the Memorandum of Understanding between the Marina Coast Water District Employees Association and the Marina Coast Water District. Director Morton seconded the motion. The motion was passed by the following vote:

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

7. Directors Comments:

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

Special Board Meeting
July 10, 2023
Page 3 of 3

8. Adjournment:

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

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-D

Meeting Date: July 17, 2023

Prepared By: Mary Lagasca

Approved By: Remleh Scherzinger P.E.

Agenda Title: Adopt Resolution No. 2023-24 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2023-2024

Staff Recommendation: Adopt Resolution No. 2023-24 to approve prepayment of the District's FY2023-2024 CalPERS annual employer unfunded accrued liability (UAL) contribution in the amount of \$314,764.

Background: *Strategic Plan, Objective No. 4 – To manage the District's finances in the most effective and fiscally responsible manner.*

The Miscellaneous Plan of the Marina Coast Water District (Plan) is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), which acts as a common investment and administrative agent for participating public employers within the State of California.

The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount. The UAL amount represents the difference between the Plan's Accrued Liability and the Market Value of the Plan's Assets, amortized over 30 years. The UAL is invoiced by CalPERS monthly with an option to prepay the annual amount by July 31st, discounted at 3% of the annual amount.

Discussion/Analysis: Staff is requesting the Board to adopt Resolution No. 2023-24 to approve the UAL prepayment for FY 2023-24, to take advantage of the 3% discount of \$10,526.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: ___ Yes ___ No **Funding Source/Recap:** Funded through FY 2023-2024 Operating Budget of Marina and Ord Community Cost Centers.

Other Consideration: None.

Material Included for Information/Consideration: Resolution No. 2023-24; CalPERS Invoice 100000017216066/6074 dated July 1, 2023

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

July 17, 2023

Resolution No. 2023-24
Resolution of the Board of Directors
Marina Coast Water District
Approving Prepayment of Marina Coast Water District's
CalPERS Annual Employer Unfunded Accrued Liability Contribution
For FY 2023-2024 in the Amount of \$314,764

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on July 17, 2023, at 920 Second Avenue, Suite A, Marina, California, as follows:

WHEREAS, the Miscellaneous Plan of the Marina Coast Water District (Miscellaneous Plan) is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California; and,

WHEREAS, the total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount. The UAL amount represents the difference between the Plan's Accrued Liability and the Market Value of the Plan's Assets amortized over 30 years; and,

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

WHEREAS, by prepaying the UAL for FY 2023-2024 the District will realize a savings of \$10,526 plus the costs to process twelve invoices instead of one invoice.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve prepayment of the District's FY 2023-2024 CalPERS annual employer unfunded accrued liability contribution in the amount of \$314,764.

PASSED AND ADOPTED on July 17, 2023 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2023-24 adopted July 17, 2023.

Remleh Scherzinger, Secretary



California Public Employees' Retirement System
P.O. Box 942715, Sacramento, CA 94229-2715

888 CalPERS (or 888-225-7377)
TTY: (877) 249-7442 Fax: (800) 959-6545
www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2023

Rosemary Gill
Marina Coast Water District
11 RESERVATION ROAD
MARINA, CA 93933-2099

Business Unit: 1900
CalPERS ID: 2705940435
Invoice Number: 100000017216066
Invoice Date: July 01, 2023
Payment Due Date: July 31, 2023

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2021 Actuarial Valuation for Rate Plan Identifier 5340.</p> <p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table data-bbox="203 1003 763 1071"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$26,975.83</td> <td>July 31, 2023</td> </tr> </table> <p>If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$313,235.00 to the invoice number above by July 31, 2023 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2021 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting www.mycalpers.ca.gov</p> <p>Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).</p> <p>For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.</p>	Amount	Due Date	\$26,975.83	July 31, 2023	
Amount	Due Date				
\$26,975.83	July 31, 2023				
Total Due	\$26,975.83				



Please pay this statement using Electronic Funds Transfer (EFT) debit or Automated Clearing House (ACH) credit method. Please visit www.mycalpers.ca.gov to schedule a debit EFT payment or call our CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**) for information regarding EFT ACH credit payments. Please allow two banking days prior to the due date for payments to be received at CalPERS on time.

If you need to pay by check or money order, make sure it includes your agency's CalPERS ID, Invoice Number, and is payable to the California Public Employees' Retirement System. Please mail to the following address:

CalPERS
Financial Reporting & Accounting Services Division
Cash and Payment Processing Unit
P.O. Box 942703
Sacramento, CA 94229-2703

California Public Employees' Retirement System
www.calpers.ca.gov





California Public Employees' Retirement System
P.O. Box 942715, Sacramento, CA 94229-2715

888 CalPERS (or 888-225-7377)
TTY: (877) 249-7442 Fax: (800) 959-6545
www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2023

Rosemary Gill
Marina Coast Water District
11 RESERVATION ROAD
MARINA, CA 93933-2099

Business Unit: 1900
CalPERS ID: 2705940435
Invoice Number: 100000017216074
Invoice Date: July 01, 2023
Payment Due Date: July 31, 2023

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2021 Actuarial Valuation for Rate Plan Identifier 26674.</p> <p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table border="0" data-bbox="203 1003 763 1066"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$131.67</td> <td>July 31, 2023</td> </tr> </table> <p>If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$1,529.00 to the invoice number above by July 31, 2023 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2021 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting www.mycalpers.ca.gov</p> <p>Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).</p> <p>For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.</p>	Amount	Due Date	\$131.67	July 31, 2023	
Amount	Due Date				
\$131.67	July 31, 2023				
Total Due	\$131.67				



Please pay this statement using Electronic Funds Transfer (EFT) debit or Automated Clearing House (ACH) credit method. Please visit www.mycalpers.ca.gov to schedule a debit EFT payment or call our CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**) for information regarding EFT ACH credit payments. Please allow two banking days prior to the due date for payments to be received at CalPERS on time.

If you need to pay by check or money order, make sure it includes your agency's CalPERS ID, Invoice Number, and is payable to the California Public Employees' Retirement System. Please mail to the following address:

CalPERS
Financial Reporting & Accounting Services Division
Cash and Payment Processing Unit
P.O. Box 942703
Sacramento, CA 94229-2703

California Public Employees' Retirement System
www.calpers.ca.gov



**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-E

Meeting Date: July 17, 2023

Prepared By: Derek Cray

Approved By: Remleh Scherzinger P.E.

Agenda Title: Adopt Resolution No. 2023-25 to Authorize the Purchase and Retrofit of a New Sewer Closed Circuit Television Camera and Equipment for the Operations and Maintenance Department

Staff Recommendation: Authorize the purchase and retrofit of a new HD EnviroSight Closed Circuit Television Camera and Equipment in the amount not-to-exceed of \$166,792.51 from U-Rock Utility Equipment and authorize the General Manager to sign all the necessary documents.

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.*

The Marina Coast Water District (District) operates the wastewater for Central Marina and the Ord Communities. The wastewater collection system is regulated under the State Water Resources Control Board's Statewide General Discharge Requirements Order No. 2022-0103-DWQ. The District preventatively and reactively maintains approximately 155 miles of gravity sewer main, ranging in size from 6" to 36". A closed-circuit television camera (CCTV) is the industry standard for evaluating the integrity of a sewer gravity main, and it is a crucial piece of equipment in the Operations and Maintenance Department.

Discussion/Analysis: The District's current CCTV is approximately twelve years old and has reached the end of its useful life. The current setup is dated and has failed three times over the last year, requiring the unit to be shipped to the Midwest with repair lead times anywhere from 6-12 weeks, depending on availability from the manufacturer. As this is a critical piece of equipment, staff has budgeted to replace the CCTV camera, reel, computer system, and miscellaneous equipment and retrofit it into our existing CCTV van. The current CCTV van is a 2015 diesel unit with an onboard inverter with low miles, and it has been housed inside one of the maintenance shops, thus keeping it out of the elements. As the van looks and functions essentially as a brand-new unit, staff recommend utilizing the current vehicle and retrofitting it with a new camera system. This will save the District approximately one hundred thousand dollars.

Staff demoed several units with high-definition capability and could retrofit into our current setup without significantly rebuilding all the cabinets and rewiring. The Operators were most pleased with the EnviroSight Rover X unit and all of its features. The Rover X allows for quicker deployment, better access, and a clearer picture when compared to other units. This camera system features an integrated track and lift, allowing for an all-in-one setup to give staff the ability to camera from a 6" to a 36" pipe with only needing to change out the wheels via a quick connection. This is a significant time and cost savings as most manufacturers require the use of a separate lifting system to televise larger diameter pipe, as in the case with the District's current CCTV setup. Another benefit of the EnviroSight camera is that it integrates with the District's current CCTV software system, POSM. This will reduce the costs even further by not having to purchase a new software system, and it removes the learning curve for the operators, as

they are familiar with the current CCTV software system. EnviroSight has many different locations nationwide for service, with the closest only two and a half hours away in Fresno should an issue arise, thus reducing downtime of a critical component of the Operations Department.

A functioning CCTV sewer system is a critical component in the everyday operations and maintenance of a sewer system. The Operations Department has recently updated its Computer Maintenance Management System (CMMS) Cityworks and POSM software to a new cloud version, which now brings seamless data integration between the two systems. This enables the District to push condition assessment data directly into Cityworks and bring the CCTV video footage into the server. This, in turn, will help drive the Capital Improvement Program regarding sewer main rehabilitation and replacements and is one of the main reasons why it is very important to have functioning CCTV equipment with all the integration capabilities.

Therefore, a proposal under Sourcewell was sought out from U-Rock Utility Equipment for a new EnviroSight Rover X CCTV camera system and retrofit. The District has been a member of Sourcewell since 2013, an intergovernmental purchasing program. This purchase would meet all competitive bidding requirements for the District. The total purchase price is \$166,792.51 and is budgeted for \$175,000.00 for FY 2023-2024. Retrofit and delivery of the unit is approximately six weeks from the date of an issued purchase order.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Sewer spills can become costly environmental disasters, requiring extensive labor, equipment, and materials to clean up and mitigate. Having a robust CCTV program can help lower spills and prevent catastrophic failures in the system.

Financial Impact: Yes No **Funding Source/Recap:** \$175,000.00 was budgeted for this fiscal year for the purchase and retrofit of the CCTV van. The funding breakdown for each sewer cost center is below:

Sewer CCTV Truck			
	Marina Sewer	Ord Sewer	Total
Budgeted	\$52,500.00	\$122,500.00	\$175,000.00
Proposed	\$50,037.75	\$116,754.76	\$166,792.51

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2023-25; and, a copy of the Sourcewell CCTV proposals and brochure of the EnviroSight Rover X CCTV camera.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

July 17, 2023

Resolution No. 2023 - 25
Resolution of the Board of Directors
Marina Coast Water District

Approve the Purchase and Retrofit of a New Sewer Closed Circuit Television Camera and
Equipment for the Operations and Maintenance Department

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), a regular meeting duly called and held on July 17, 2023, at 920 Second Avenue Suite A, Marina, California, as follows:

WHEREAS, the District's wastewater collection system is regulated under the State Water Resources Control Board's Statewide General Discharge Requirements Order No. 2022-0103-DWQ; and,

WHEREAS, the Operations and Maintenance Department maintains approximately 155 miles of sewer gravity main; and,

WHEREAS, a closed circuit television (CCTV) sewer camera is a critical component to the preventative maintenance on the sewer system; and,

WHEREAS, the District's current CCTV camera has reached the end of its useful life and is beginning to fail; and,

WHEREAS, the current CCTV vehicle is in good condition and can be retrofitted with a new CCTV camera and equipment to reduce costs to the District; and,

WHEREAS, the current budgeted CCTV purchase and retrofit is \$175,000 for Fiscal Year 2023-2024; and,

WHEREAS, the District received a proposal from U-Rock Utility Equipment via Sourcewell for a new EnviroSight Rover X CCTV camera system, equipment and retrofit into the District's existing CCTV van in the amount of \$166,792.51; and,

WHEREAS, the District has been a member of Sourcewell, a government unit that falls under intergovernmental purchasing of the District's procurement policy, and meets all competitive bidding requirements; and,

WHEREAS, the purchase is not through Federal funds.

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

1. adopt Resolution No. 2023-25 to approve the purchase of a new EnviroSight Rover X CCTV camera system, equipment and retrofit into the District's existing CCTV van in the amount not-to-exceed \$166,792.51.
2. authorize the General Manager to execute the order and directs 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 July 17, 2023, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-25 adopted July 17, 2023.

Remleh Scherzinger, Secretary

U-Rock Utility Equipment
 3337 Sunrise Blvd Unit 6
 Rancho Cordova, CA 95742
 +1 9162947693
 mpaduveris@urockutility.com
 www.urockutility.com

Quote



ADDRESS
Marina Coast Water District 2840 4th Avenue Marina, CA 93933

SHIP TO
Marina Coast Water District 2840 4th Avenue Marina, CA 93933

QUOTE #	DATE	EXPIRATION DATE
1774	06/07/2023	08/31/2023

SHIP VIA
Delivered

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
E-RX-SYS-PRO-21-L	HD System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license	1	112,050.00	112,050.00T
E-559-3900-00	HD RAL200 LED Auxiliary Light with Backeye Camera for RVX	1	4,900.00	4,900.00T
E-080-0709-00	Quick Change Wheel HMS (Small Aggressive) Wheel D85x18 / d12 QCD	4	480.00	1,920.00T
E-080-0711-00	HMS Wheel D120x31 / d12 QCD (Md Aggressive)	4	625.00	2,500.00T
E-080-0710-00	HMS Wheel D145x52 / d12 QCD (Lg Aggressive)	4	640.00	2,560.00T
E-080-0704-02	Wheel D175x88 / d12 QCD (XXL Rubber)	4	585.00	2,340.00T
E-036-0921-00	Base extension RAX300 with Meter Counter	1	6,352.50	6,352.50T
Computer Monitor	21.5" Tru-Vu Monitor	3	1,160.00	3,480.00T
H-RACKMOUNT-01	Rackmount Computer	1	2,970.00	2,970.00T
H-AverCard	Aver Media Card PCI	1	470.00	470.00T
UPS	Rack-Mount UPS System	1	1,890.00	1,890.00T
retrofit	remove cabinet with sink and replace with new double door cabinet. Install rear door tool mounts.	1	2,000.00	2,000.00T
Shop labor	60 hours to remove old equipment and install new equipment	60	150.00	9,000.00
Inbound	Freight	1	1,000.00	1,000.00T

Sourcewell contract # 120721
Retrofit of van to be completed 4 to 6 weeks upon receipt of order.

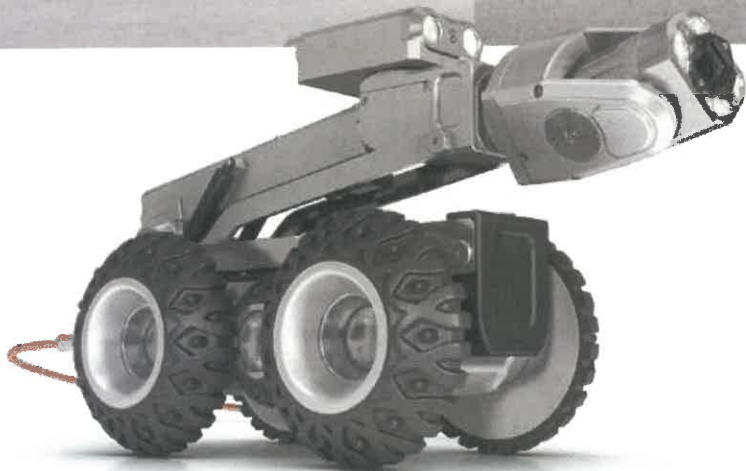
SUBTOTAL	153,432.50
TAX	13,360.01
TOTAL	\$166,792.51

Accepted By

Accepted Date

ROVVER X

AGILE, INTELLIGENT
SEWER INSPECTION
SYSTEM

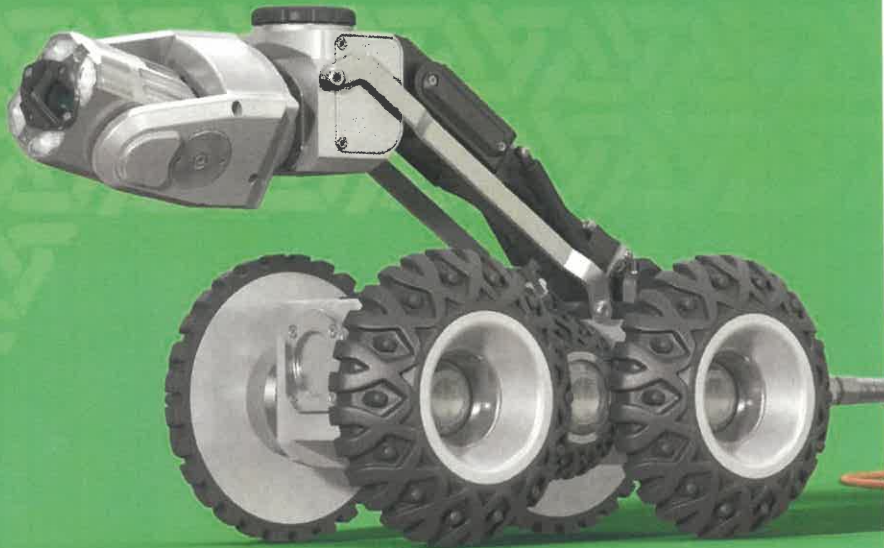


 **ENVIROSIGHT**

GAIN DEEPER INSIGHT

When you open a manhole, be ready to get the full picture.

With unmatched power and agility, ROVVER X delivers the insight you need to make critical maintenance decisions. It offers industry-leading productivity with a simple interface, advanced capabilities and support for digital workflows.



SIMPLE

Cut out complexity for your crew with technology that's easy to learn and use, a responsive support team, and a regional service network that delivers rapid turnaround.



RELIABLE

Stay on schedule and within budget with ROVVER X's industry-low downtime and cost-of-ownership. Not only is it built to endure punishment, its intuitive design lets you perform routine maintenance right in the field.



ADAPTABLE

Tackle any inspection challenge. ROVVER X accessories and wheels swap in seconds to fit any pipe size, material and condition. And when the job calls for specialized capabilities, easily add lateral launch, laser profiling, side scanning and more.



AGILE

Power past obstacles that sideline other crawlers. With steerable six-wheel drive, ROVVER X avoids obstructions and climbs over debris and offsets. An array of onboard sensors helps you avoid hazards.

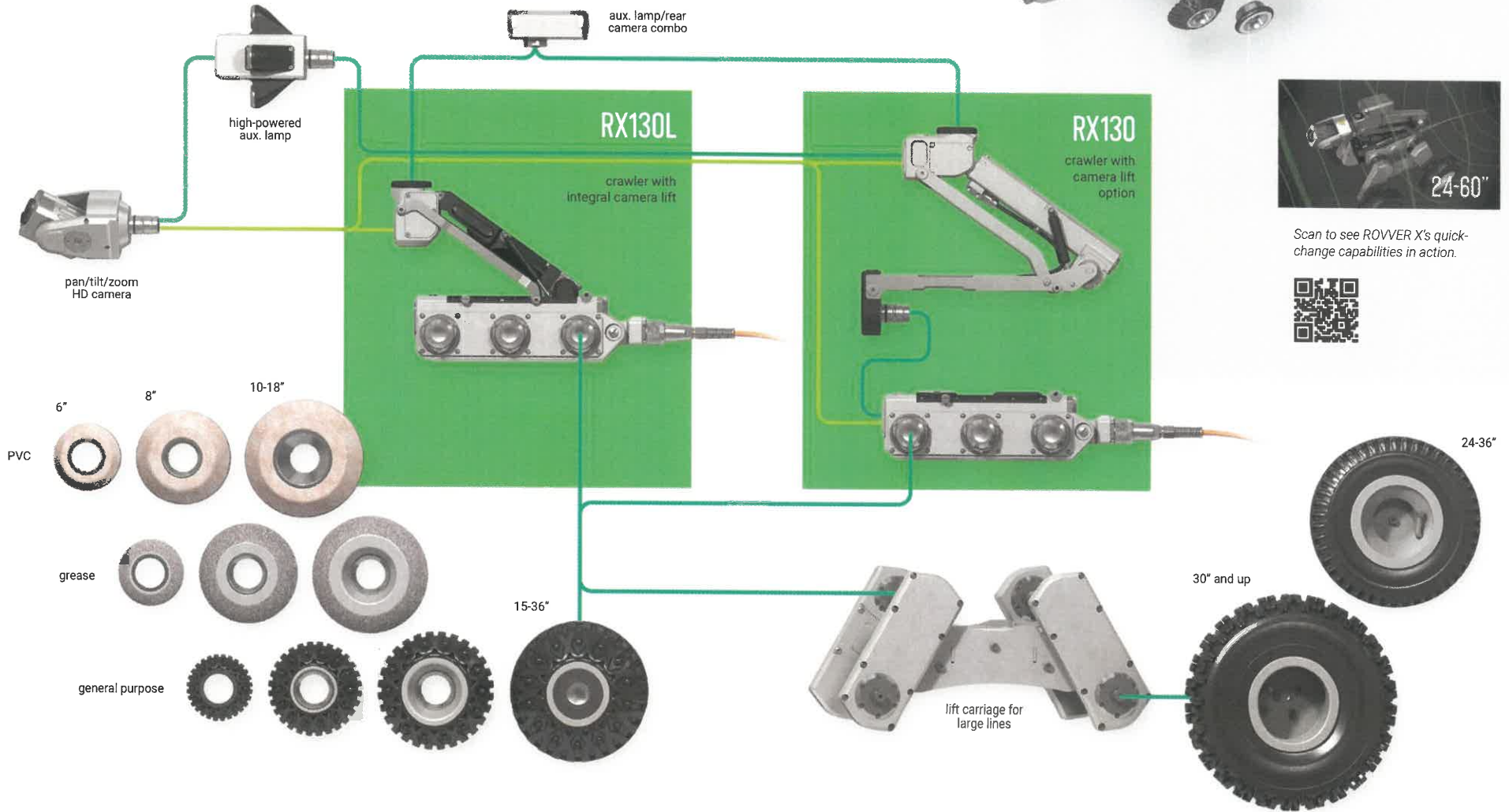


SMART

Access every capability from a single interface—operate the crawler, record video, overlay text, log observations, measure defects and create reports. Inspection data streams securely to the cloud, and the system auto-updates to the latest features.

ADAPTABLE

ROVVER X is the only crawler system that lets you change wheels and accessories rapidly without tools. Achieve new levels of productivity, and confidently handle any combination of pipe size, material and condition.



SMART

Simple to learn yet powerfully capable, ROVVER X's touchscreen controls support your entire inspection workflow. And with built-in Wi-Fi, you can share inspections online and keep your ROVVER X system updated with the latest features.



FLEXSPECTION

Sometimes you need maximum detail, sometimes you need minimum file size—and sometimes you need a compromise. With Flexspec, the choice is yours.



Flexspec only available on VC500 HD controller.

NEED LESS?

This remote control puts all major crawler and reel functions in the palm of your hand, and it comes standard with every ROVVER X system.



NEED EVEN MORE?

For maximum productivity, this optional desktop command center offers precision control, full QWERTY keyboard, and ergonomic comfort.



OPERATE

Control every ROVVER X function using twin multi-function joysticks, intuitive touchscreen controls and real-time feedback. Onscreen notifications help warn against operating hazards.

OVERLAY TEXT

With drag-and-drop simplicity, create an overlay that has static text, live data, observation details and your logo. Customize text position, color and background to your preference.

MEASURE DEFECTS

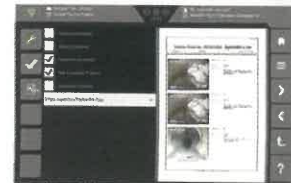
Powerful measurement tools let you size up cracks, water level, pipe diameter, wall features, bend angles, inclination and much more.

ENTER OBSERVATIONS

Create an inspection, then log observations with help from onboard defect catalogs, including PACP and WRc.

CREATE REPORTS

Generate PDF reports from completed inspections, then deliver them via USB drive.



CONNECTED

Wirelessly upload your inspections directly to WinCan Web, the cloud platform for sewer inspection data. Review, edit, analyze and map inspection data online, and securely share results with your entire team.

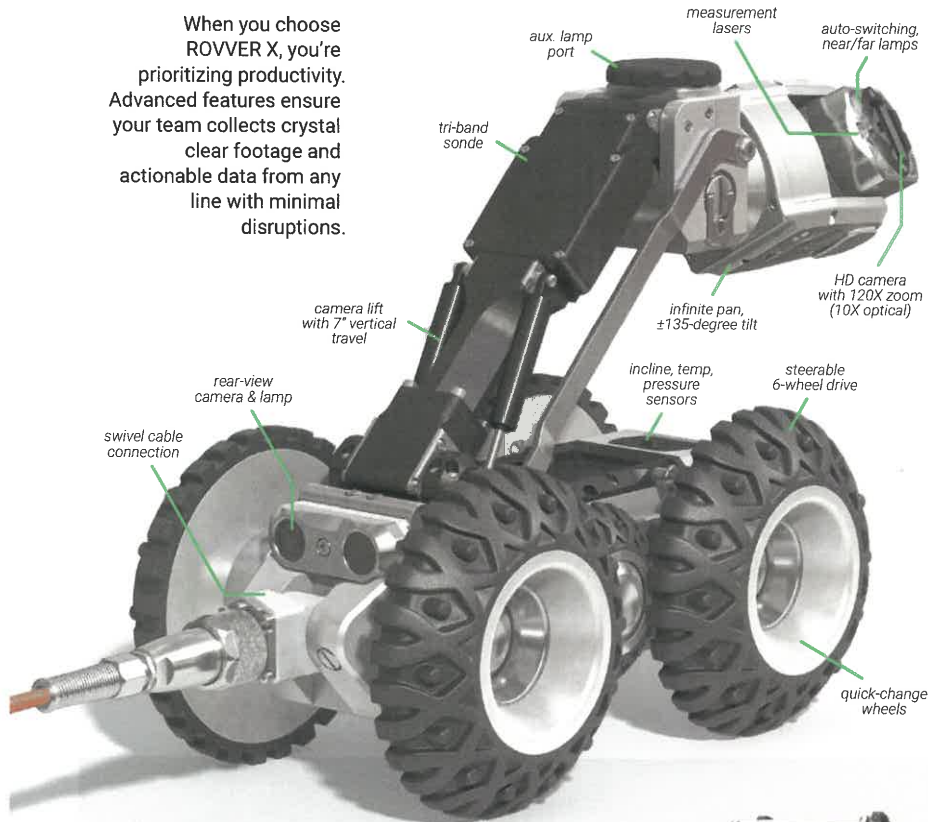


Scan to set up your free WinCan Web trial account.



CAPABLE

When you choose ROVVER X, you're prioritizing productivity. Advanced features ensure your team collects crystal clear footage and actionable data from any line with minimal disruptions.



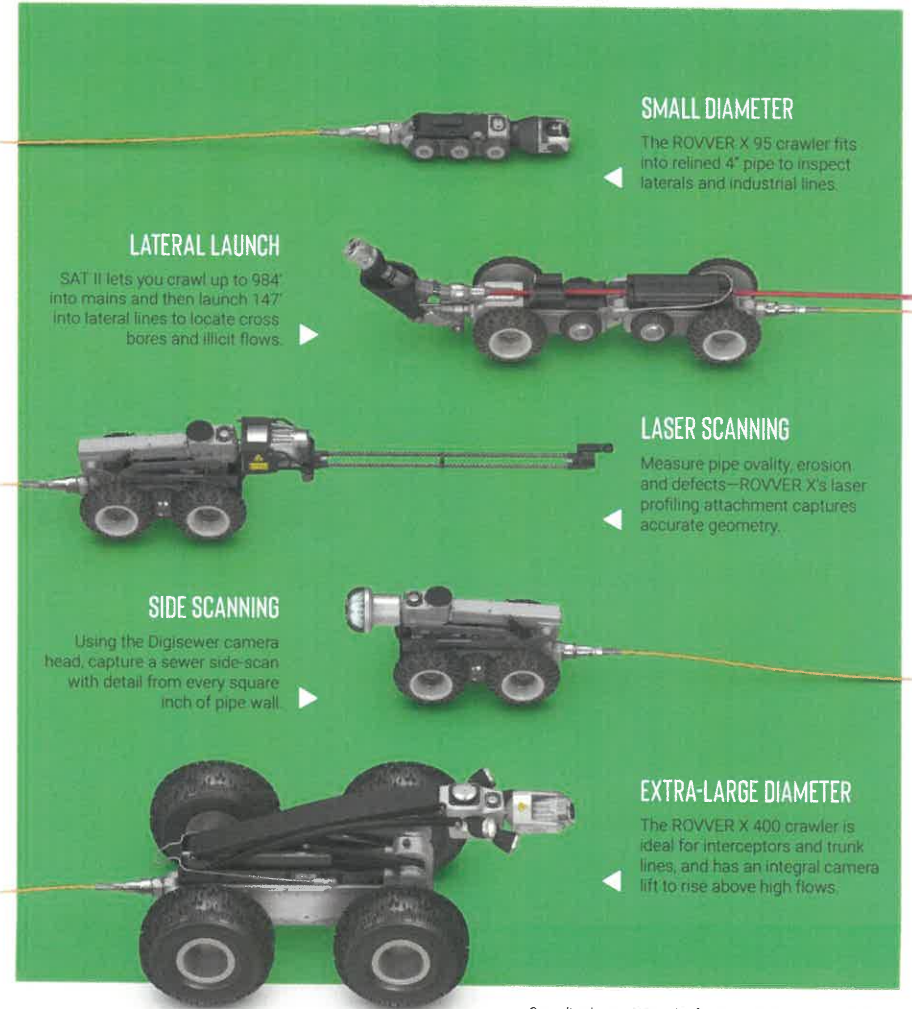
The rugged **ROVVER X cable** boasts a 1000-lb break strength. And with just 6 conductors, it's easy to field-reterminate.

Available in 984' and 1640' versions, the **ROVVER X reel** automatically feeds cable so the crawler doesn't have to pull it off the reel. This extends travel range and reduces crawler wear-and-tear.



SCALABLE

Once you own the ROVVER X platform, the sky is the limit. Specialty crawlers and attachments give you plug-and-play capability, so you can meet any inspection challenge.



SMALL DIAMETER

The ROVVER X 95 crawler fits into relined 4" pipe to inspect laterals and industrial lines.

LATERAL LAUNCH

SAT II lets you crawl up to 984' into mains and then launch 147' into lateral lines to locate cross bores and illicit flows.

LASER SCANNING

Measure pipe ovality, erosion, and defects—ROVVER X's laser profiling attachment captures accurate geometry.

SIDE SCANNING

Using the Digisewer camera head, capture a sewer side-scan with detail from every square inch of pipe wall.

EXTRA-LARGE DIAMETER

The ROVVER X 400 crawler is ideal for interceptors and trunk lines, and has an integral camera lift to rise above high flows.

Consult sales representative for ideal setup and compatibility.

MOBILE

Stay safe, productive and comfortable while deploying your ROVVER X in the field. Envirosight-built vehicles protect your crew and offer full amenities—ensuring your equipment, tools, and safety gear are within easy reach.



PANEL VANS

Fit into alleys and other tight spaces while deploying ROVVER X or lateral launch. Choose among Sprinter, Transit and ProMaster options, with power from an inverter or vehicle PTO.

Power options include generator (gas or diesel), inverter with battery, or engine PTO.

BOX TRUCKS

Get maximum elbow room, plus extra capacity for lateral launch systems, generator power sources and cranes.



TRAILERS

Gain flexibility when inspection is part time or when inspection equipment must be shared between crews.



ENCLOSURES

Deploy an Envirosight Outpost when you need access to easements and other remote worksites using a pickup or ATV.



TRUSTED

Standing behind ROVVER X is a team with decades of experience helping sewer professionals succeed. We've built the industry's largest network of regional support and service locations—so wherever the job takes you, help is never far.



Don't take our word for it. Some of the largest cities and contractors trust ROVVER X. Scan to read their stories.



LOCAL PRESENCE

Success in our industry is a ground game. That's why we have systems, parts inventory and capabilities strategically deployed nationwide, ready for you on demand.

WARRANTY

ROVVER X is backed by one of the industry's most comprehensive warranties. Optional maintenance plans and extended warranties offer further cost predictability. And with more than 25 factory-certified service centers across North America, we're never far when you need help.

TRAINING

Your operators will be productive out of the gate with on-site training from certified ROVVER X instructors. Not only do we cover equipment care, operation and safety, we're available to provide PACP training, too. Need virtual training? We deliver it on demand from a fully equipped studio.

TURNAROUND

Gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available. And when unique challenges require unique capabilities, know that rental gear is available from 23 locations across the continent.

5000+
crawler systems
worldwide

46
locations in
North America

4%
average yearly
cost of ownership
compared to purchase price

4000'+
average distance
inspected per day
per crew

SPECIFICATIONS

system

ratings CE, NRTL
 power 120-240 Vac, 60 Hz
 viewing capability pipelines 4–96" dia.
 operating temp 32 to 104°F
 storage temp -4 to 158°F

camera (RCX90 HD)

sensitivity 0.05 lux
 resolution 1920 x 1080 pixels
 zoom lens 120x (10x optical, 12x digital)
 pressure rating 1 bar
 protection class IP68
 features auto shutter; auto/manual focus
 illumination dimmable LED, dual mode
 articulation ±135 deg tilt; infinite pan
 measurement twin laser diodes spaced 1.97"
 sensing temperature, pressure, pan/tilt
 size 6.6"x3.2"x2.8" (168x81x72 mm)
 weight 3.3 lb (1.5 kg)
 materials aluminum, stainless steel

crawler (RX130 HD, RX130L HD)

drivetrain steerable 6-wheel drive
 turn radius down to 0.0"
 camera color rear-view with tri-LED lamp
 sensors pitch, roll, temperature, pressure
 pressure rating 1 bar
 protection class IP68
 size (130) 12.2"x4.3"x3.5" (310x110x90 mm)
 size (130L) 15.1"x5.0"x4.6" (384x126x117 mm)
 weight (130) 13.2 lb (6 kg)
 weight (130L) 17.6 lb (8 kg)
 lift range (130L) 7.1" (180 mm)
 materials aluminum, stainless steel
 sonde transmitter 33kHz/512Hz/640Hz

control pendant (VC500 HD)

controls joysticks, touchscreen, power, stop
 touchscreen 10.1" color TFT, multi-touch,
 1280x800 px, 1280 cd/m², 150-deg view angle
 video capture MPEG-4 AVC (H.256)
 image capture JPEG or PNG
 internal storage 128 GB
 connectivity LAN, USB 2, USB 3, Wi-Fi, HDMI
 protection class IP55
 size 11.8"x10.5"x2.8" (300x267x71 mm)
 weight 4 lb (1.81 kg)
 housing plastic (ABS, PC), IP55-rated

auxiliary lamp (RAL200 HD, optional)

forward illumination twin tri-LED lamps
 camera color rear-view with tri-LED lamp
 sonde transmitter 33 kHz / 512 Hz
 protection class IP68
 dims 2.8"x1.3"x4.0" (72x33x102 mm)
 weight 1.3 lb (0.6 kg)
 materials aluminum, stainless steel



explosion-proof models available

cable reel (RAX300 HD)

cable length 984' (300 m)
 cable diameter ¼" (6.5 mm)
 cable weight 0.03 lb/ft
 cable strength 1000 lb
 cable conductors 6
 controls (local) power, emergency stop
 controls (via pendant) auto/manual, speed,
 forward/reverse, pull strength
 sensors tension, tilt
 size 24.6"x14.5"x22.6" (625x368x575 mm)
 protection class IP44
 weight 123.4 lb (56 kg)
 connections pendant, service, video in/out

camera lift (optional)

lift range 7.1" (180 mm)
 materials aluminum, stainless steel

carriage (optional)

wheelbase (w/l) 14.5"/12.2" (368/310 mm)
 weight 34.2 lb (15.5 kg)
 materials aluminum, stainless steel

TYPICAL SYSTEM

- RX130 HD crawler body
- RCX90 HD camera head
- RAX300 HD reel with 984' cable
- VC500 HD control pendant
- WinCan VX software (basic)
- handheld wireless remote control
- assortment of wheels
- transport case(s)
- tools



Request a FREE On-site Demo



www.envirosight.com • (866) 936.8476

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 Specifications subject to change without notice.
 The ROVER X, Flexpection and Envirosight names and logos are trademarks of Envirosight.
 Patents and patents pending.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 11-F

Meeting Date: July 17, 2023

Prepared By: Derek Cray

Approved By: Remleh Scherzinger P.E.

Agenda Title: Adopt Resolution No. 2023-26 to Authorize the Sole-Source Purchase of Eleven Flygt Sewage Pumps for the District's Sewer Lift Stations from Shape Incorporated

Staff Recommendation: Authorize the sole-source purchase of Eleven Flygt sewage pumps from Shape Incorporated in the not-to-exceed amount of \$251,480.39 and authorize the General Manager to execute all the necessary documents.

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.*

The Marina Coast Water District (District) operates the wastewater for Central Marina and the Ord Communities. The wastewater collection system is regulated under the State Water Resources Control Board Statewide General Discharge Requirements Order No. 2022-0103-DWQ. The District's Operations and Maintenance Department maintains the District's twenty (20) wastewater pump stations.

The sewer lift stations are a significant component of the wastewater collection system. These lift stations move sewage from lower to higher elevations through centrifugal pumps. If a pump station fails to pump sewage, the results would be sewage overflows and possible interruptions at the customer's house. The District's standardized pump is a Flygt centrifugal pump. These pumps have been proven to be reliable and rarely clog compared to other manufacturers, thus requiring less maintenance and reducing emergency call-outs. The recommended replacement pumps are all submersible style pumps located within the sewage wetwell. This means they are continuously housed in a corrosive, wet environment and must stand up to very harsh conditions. The typical lifespan of a sewage pump is approximately fifteen (15) years.

Discussion/Analysis: Staff recommends replacing nine flygt pumps at five different sewer lift stations. The current pumps have reached the end of their useful life and are beginning to fail. The current life of the pumps ranges from 17 years to 32 years old. The pump's life span can vary, but usage (flow rate into the lift station) is the most significant factor in a pump wearing out.

In addition to the direct replacement pumps, staff recommends the Board approve the purchase of two spare Variable Frequency Drive (VFD) Concertor Flygt Pumps that can be installed into any one of eleven (11) of the 20 sewer lift stations to serve as a backup while the duty pump is either repaired or replaced. While the VFD pumps are more costly, having a VFD pump will allow the District to have two spare pumps that would cover eleven critical pump stations instead of eleven separate spares.

The following chart below shows what lift station, cost center, size, age, quantity, and total price staff is recommending for each location:

Lift Station	Cost Center	Size (HP)	Current Pump Age	Quantity	Replacement Cost
Carmel LS	Ord Sewer	3	16	1	\$9,588.00
Wittenmyer LS	Ord Sewer	5	24	2	\$23,022.00
Schoonover LS	Ord Sewer	15	17	2	\$49,702.00
Airport LS	Ord Sewer	10	33	2	\$34,202.00
Reservation LS	Ord Sewer	25	24 (est.)	2	\$77,312.00
Spare VFD	Both	Variable	N/A	2	\$36,362.00
Total w Tax					\$251,480.39

Per the District's Procurement Policy, approved July 19, 2021, the District may sole source if the following justification applies:

- To obtain a necessary item or service that is only reasonably available from a single source.
- To match other products in use by the District or on a particular District improvement either completed or in the course of completion.
- To field test or experiment a product's suitability for future use by the District.

The recommended purchase of the Flygt pumps would meet the criteria of the first two bullet points above for a sole source purchase because the Flygt pumps are the District's standardized pump which will match the existing pumps without requiring extensive modification to the site, and Shape Incorporated is the only distributor of Flygt pumps for the District's service area. Therefore, staff is recommending the Board approve the sole-source purchase. The pumps and accessories have a lead time of approximately 12-14 weeks and will be installed after being received in-house by the Operations and Maintenance department.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Replacement of the pumps will help to reduce power consumption as the new pumps will be more efficient as the internal parts will not be worn. Also, sewer spills can become costly environmental disasters, requiring extensive labor, equipment, and materials to clean up and mitigate. Having reliable pumps will help reduce pump station failures that could result in a sewer spill.

Financial Impact: X Yes No Funding Source/Recap: Funding for the purchase of the Flygt Pumps would come from the CIP No. GS-2402, Lift Station Improvement Program, which has a budget of \$400,000.00. The chart below is provided for reference on the breakdown between the Marina and Ord Sewer cost centers.

Cost Center	Budgeted Amount	Total Purchase Amount
Marina Sewer	\$50,000.00	\$11,917.64
Ord Sewer	\$350,000.00	\$239,562.75
Grand Total	\$400,000.00	\$251,480.39

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2023-26, a copy of the Shape Incorporated proposal, and a brochure of Flygt pumps.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

July 17, 2023

Resolution No. 2023 - 26
Resolution of the Board of Directors
Marina Coast Water District
Approving the Sole-Source Purchase of Eleven Flygt Sewage Pumps for the
District's Sewer Lift Stations from Shape Incorporated

RESOLVED by the Board of Directors ("Board") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on July 17, 2023 at 920 Second Avenue, Suite A, Marina, California, as follows:

WHEREAS, the District's wastewater collection system is regulated under State Water Resources Control Board Statewide General Discharge Requirements Order No. 2022-0103-DWQ; and,

WHEREAS, the District's sewer lift stations are a critical component in keeping wastewater services uninterrupted; and,

WHEREAS, having reliable and redundant sewage pumps are a necessity to prevent backups and sewer overflows; and,

WHEREAS, nine sewer lift station pumps have reached the end of their useful life; and,

WHEREAS, there is a need to have two additional spare pumps for backup; and,

WHEREAS, the District's specified pump is a Flygt manufactured pump; and,

WHEREAS, Shape Incorporated is the sole distributor of Flygt for the Monterey area.

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

1. adopt Resolution No. 2023-26 to award a sole-sourced goods purchase for eleven Flygt sewage pumps to Shape Incorporated for a total not-to-exceed of \$251,480.39.
2. authorize the General Manager to execute all purchase orders and 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 July 17, 2023, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-26 adopted July 17, 2023.

Remleh Scherzinger, Secretary



- a UFT Company -

SANITATION • HYDRAULIC • AND PROCESSING EQUIPMENT

PLEASANTON

3825 Hopyard Road #195
Pleasanton, CA 94588
Phone (925) 485-9720

SACRAMENTO

2356 Gold Meadow Way #270
Gold River, CA 95670
Phone (916) 309-4132

STOCKTON

119 Val Dervin Parkway # 2
Stockton, CA 95206
Phone (209) 234-5909

QUOTATION

Page 1 of 5

TO:	Marina Coast Water District 11 Reservation Road Marina, CA 93933	DATE:	07-03-2023
		QUOTE #:	112715
		DESC:	
		JOB:	MCWD 2023 Pump Replacements Multiple Locations
		LOCATION:	
ATTN:	Derek Cray	PHONE:	
		EMAIL:	
<p>WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF SHAPE, INCORPORATED.</p>		<input type="checkbox"/> F.O.B. FACTORY <input checked="" type="checkbox"/> F.F.A. TO FIRST DESTINATION	

Carmel Pump 1			
Line #	Qty	Item	Price
01	1	Flygt 3085 MT w/ 462 Trim Hard Iron "N" impeller 3inch discharge, 3hp,460v, 3ph. FM rated. Thermal and Moisture protection equipped. inc 50' cable	
Total for Above Equipment:			\$9,588.00
Notes and Clarifications:			
Replace existing Flygt pump 308.092-0190 434 impeller			
S/N - 3085.070-2110031			
Existing pump is "C" impeller - Upgrade and covert to "N" 462 Impeller			

Wittenmeyer Pump 1&2 Replacement			
Line #	Qty	Item	Price
01	2	Flygt N3102 MT w463 Trim Hard Iron "N" impeller. 4 inch Discharge 5HP 460V 3 ph FM Rated Thermal and Moisture Protection Equipped, inc 50' cable	
Total for Above Equipment:			\$23,022.00
Notes and Clarifications:			
Replace Existing 3102.090-6102 Pump "C" 435 impeller			
Replace w/ 3102 Pump w/ "N" 463 Impeller			

Schoonover Pump 1&2 Replacements			
Line #	Qty	Item	Price
01	2	Flygt 3153 095 Pump w/ 464 Hard Iron "N" impeller. 4" discharge 15 hp 460V 3ph Equipped w/ Thermal and Moisture Protection Inc 50' cable	
Total for Above Equipment:			\$49,702.00

Notes and Clarifications:
 Schoonover Pumps Existing Pumps are 3153 w/ 464 impellers S/N 0670071 & 0680109 .
 New Pumps match existing

Airport Pump 1&2 Replacement			
Line #	Qty	Item	Price
01	2	Flygt N3127 HT w/ 488 Trim Hard Iron "N" Impeller. 4in discharge, 10HP,200V, 3ph. FM Rated, Thermal and Moisture Protection, inc 50' cable	
Total for Above Equipment:			\$34,202.00

Notes and Clarifications:
 Replace Existing 3127.090- 80008A w/ "C" 483 Impeller
 Convert to 10 hp 3127 w/ "N" 488 impeller 200v

Reservation Pump Station			
Line #	Qty	Item	Price
01	2	NP 3171MT Pump w/ 435 Trim Hard Iron "N" Impeller. 6in Discharge. 25hp 460v. 3ph. FM Rated, Equipped w/ Thermal and Moisture protection. Inc 50' cable	
02	2	ABS Guide Rail Adapter	
Total for Above Equipment:			\$77,312.00

Notes and Clarifications:
 Replace Existing ABS Pump with Flygt
 Duty Point 730 GPM @ 68' TDH
 See attached Pump selection

Concertor Spare			
Line #	Qty	Item	Price
01	1	Concertor N Pump - 0-10 hp 4" discharge	
02	1	Concertor N Pump 0-10hp - 3" Discharge	
03	1	Slide Rail Bracket Adapter 4" discharge	
04	1	Slide Rail Bracket Adapter 3" discharge	
05	1	Pump commination adapter - converter (plug)	
06	1	Slide Rail Bracket Adapter 6" discharge	
Total for Above Equipment:			\$36,362.00

Notes and Clarifications:

(Tax Rate 9.250%) Total Tax:	\$21,292.39
Grand Total:	\$251,480.39

Notes:

1. QUOTE IS VALID FOR 45 DAYS, See attached TOCs for details
2. Price INCLUDES Freight: F.F.A.
3. Price does not include: installation, equipment unloading, pipe, conduit, anchor bolts, guide bars/rails or any other items not listed.
4. ESTIMATED EQUIPMENT LEAD TIME: A) Pumps 12-14 WEEKS B) ACCESSORIES 10-12 WEEKS

SHAPE, INC.

travis headen - theaden@shapecal.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATUTE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% Re-stocking fee.

SHAPE STANDARD TERMS AND CONDITIONS

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required within two (2) days. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.**

SHAPE STANDARD TERMS AND CONDITIONS

No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.



Enhanced Flygt N-technology

NOW CUSTOMIZED FOR ANY APPLICATION



The most advanced N-technology yet

Enhanced Flygt N-technology now suits every wastewater pumping application. The flexible modular design, improved self-cleaning system and wider choice of materials make enhanced N-technology better than ever before.

Leave it to the engineers at Xylem to make Flygt's N-pumps even better.

Back in 1999, Flygt N-technology revolutionized submersible wastewater pumps with sustained pump efficiency, clog-free operation and lower total cost of ownership. Suddenly it was easy to maintain high hydraulic efficiency with a two-vane impeller, avoid efficiency loss due to partial blockages and adjust impeller clearance without disassembling the pump.

In a little over a decade, Flygt N-technology has gained a solid reputation for legendary quality and reliability. With the introduction of enhanced Flygt N-technology, the bar is raised even higher - making N-technology the optimal choice for the most challenging tasks in wastewater pumping.



The self-cleaning concept

The semi-open impeller and the volute relief groove work together.

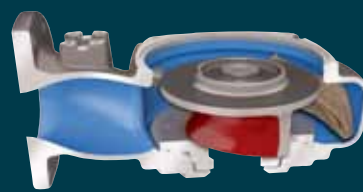
Stage 1: The N-impeller blades with backswept leading edges sweep solids from the center to the perimeter of the inlet.

Stage 2: The relief groove and guide pin in the volute push solids, such as rags, away from the impeller.

Stage 1



Stage 2

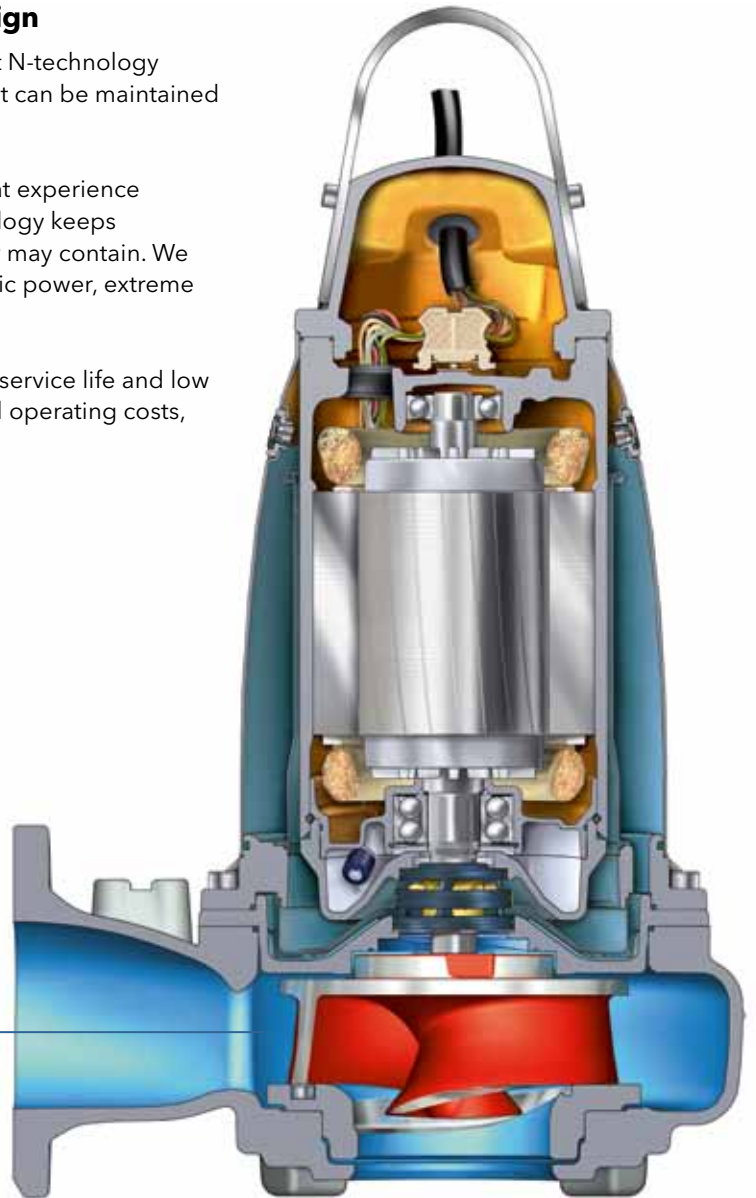


Sustained efficiency, sustainable design

Thanks to its ingenious design, enhanced Flygt N-technology consistently provides a high efficiency level that can be maintained over long operating periods.

Unlike conventional solids-handling pumps that experience efficiency loss due to clogging, Flygt N-technology keeps pumping efficiently no matter what wastewater may contain. We call this sustained efficiency. Maximum hydraulic power, extreme clog resistance. No kidding.

Energy-efficiency, trouble-free operation, long service life and low maintenance reduce your carbon footprint and operating costs, making your operations more sustainable, too.

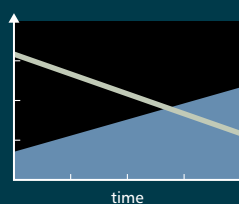


Enhanced N-technology advantages

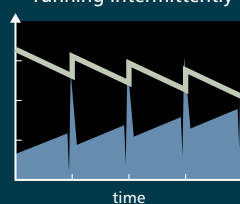
- + Maximum uptime, extreme clog resistance
 - + Reduced energy costs, sustained high efficiency
 - + Hydraulic can be customized for any application
 - + Option for more durable material made of Hard-Iron™
- = Lower total cost of ownership

Sustained efficiency

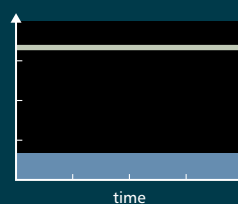
A) Conventional pump



B) Conventional pump running intermittently



C) Flygt N-pump



— Hydraulic efficiency

■ Energy consumption

A) Clogging of conventional pumps: Energy consumption increases as efficiency decreases.

B) Backflushing achieves temporary efficiency gains as well as spikes in energy consumption.

C) Virtually clog-free N-pump: Consistent efficiency and energy savings.

What's new and improved

With enhanced Flygt N-technology, Xylem now brings you more ways to customize your hydraulic pump to meet the requirements of virtually any application.

Customized modules: Standard, Hard-Iron™ or chopper

Choose the standard cast iron module for typical wastewater applications, the Hard-Iron™ module for extremely abrasive or corrosive applications, and the chopper module for cutting long fibers or solids in wastewater. Whatever you choose, you never sacrifice pump efficiency - and you can easily switch the module should operating conditions change.

More robust hydraulic design

From the start, Flygt N-technology brought innovation to wastewater pumps. We introduced a patented combination of a semi-open two-vane impeller and volute relief groove to ensure clog-free operation. We've now made significant improvements to our trademark impeller.

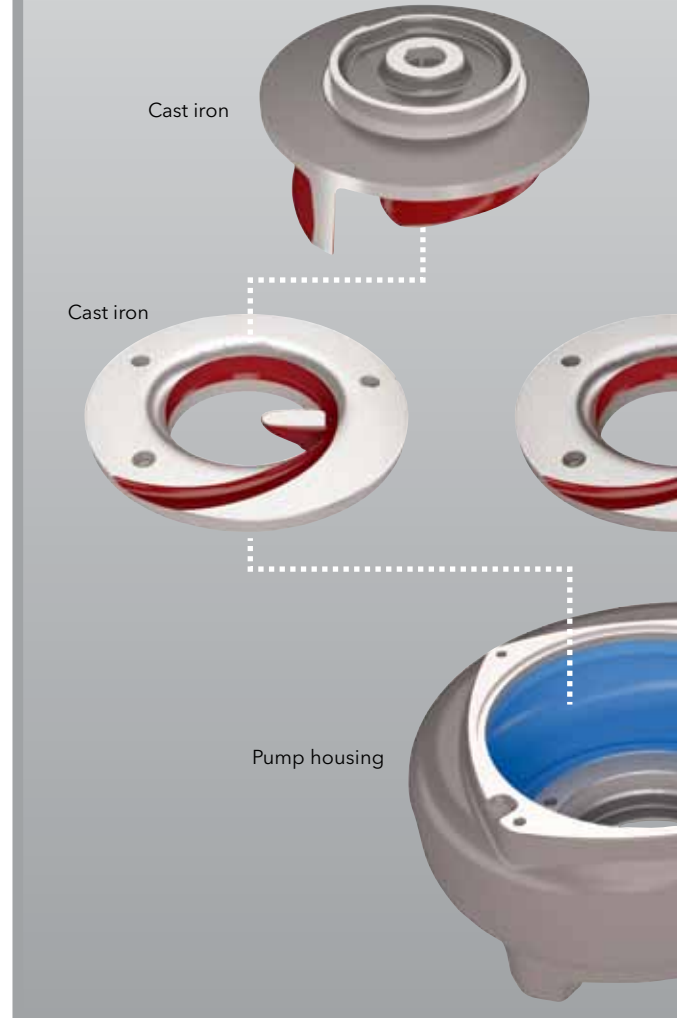
Redesigned impeller blades. Blade geometry has been optimized and the leading edges are machined to ensure that nothing sticks to the impeller.

Longer relief groove in the volute. The signature Flygt N-technology relief groove has been reshaped and extended halfway around the diameter of the opening. This provides about 40% more surface area to capture and guide fibrous material to the impeller periphery for removal.

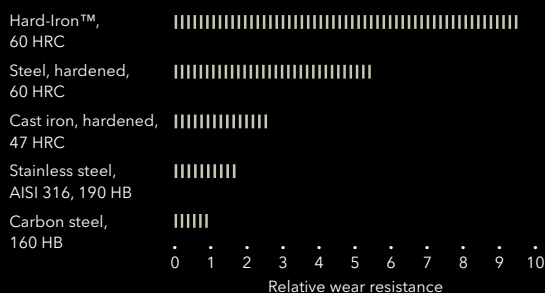
Integrated guide pin. A guide pin has been integrated into the insert ring. It clears the impeller core by pushing solids along the relief groove toward the periphery for removal.

Greater flexibility with modular design

Customize your pump by choosing the capacity, head, insert ring, type of material and options that best suit your specific operating conditions.

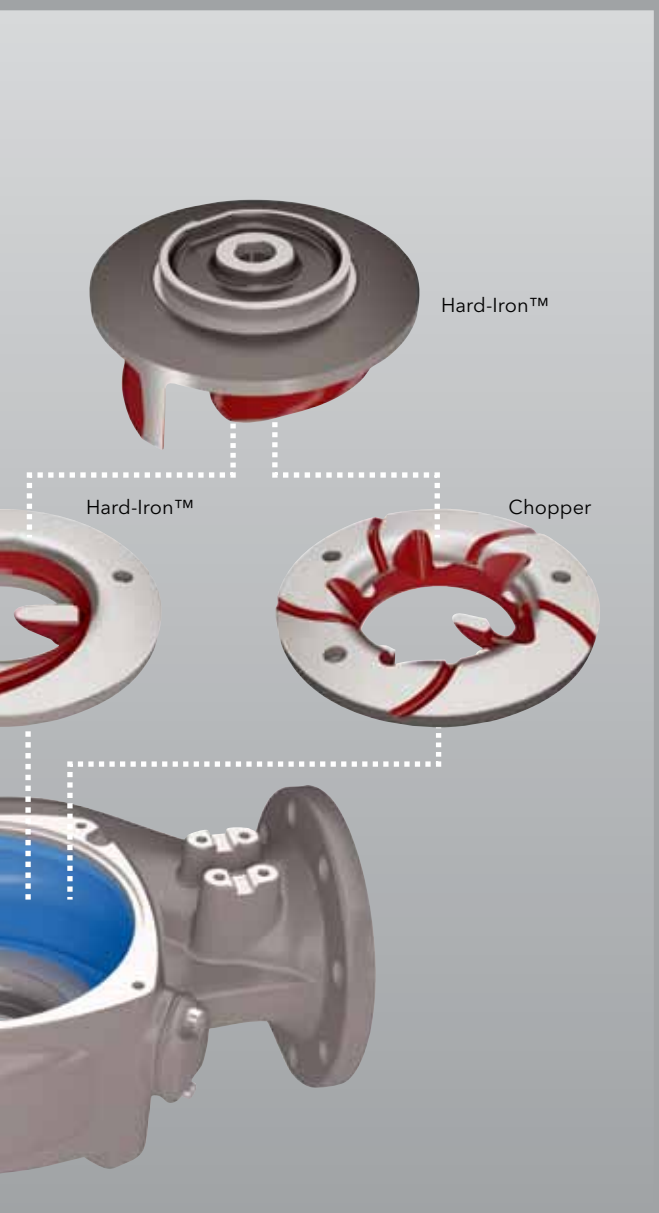


Hard-Iron™ for the toughest wastewater challenges



Accelerated wear tests prove that Hard-Iron™ hydraulic components keep on working efficiently with minimal wear even after 200 hours of pumping water with a very high concentration of coarse sand (2,400 tons).

Extensive field testing has shown that, despite salt, sand infiltration and grit removal duties, Flygt N-pumps with Hard-Iron™ components continue to deliver sustained efficiency without clogging or erosion corrosion.



Improved self-cleaning system. The patented self-cleaning N-hydraulic now features machined backswept leading edges, an extended relief groove and integrated guide pin to ensure high efficiency and clog-free operation for long periods.

Choice of materials. Choose conventional cast iron or Hard-Iron™ for all Flygt N-technology components. As its name implies, Hard-Iron™ provides exceptional wear resistance for highly abrasive and highly corrosive wastewater.

Tougher with Hard-Iron™

Hard-Iron™ is extremely hard. It is at least four times more durable than conventional grey iron and twice as durable as duplex stainless steel. Hard-Iron™ is a high-strength alloy with a 25% chromium content. It is therefore suitable for wastewater with oxygen or chloride levels up to 500 ppm.

Chopper module

Give your Flygt N-pump chopping functionality with the new chopper insert ring. Rugged, wear-resistant and self-cleaning, it cuts tough solids without clogging or sacrificing pump efficiency. Both the impeller and insert ring are made of Hard-Iron™. Typical applications include agriculture, aquaculture, food processing, pulp and paper, and wastewater facilities with chopping requirements. Optional cutting knife for food and fish processing wastewater and feeding screw for agricultural wastewater are available.

Chop anything with the Flygt chopper pump

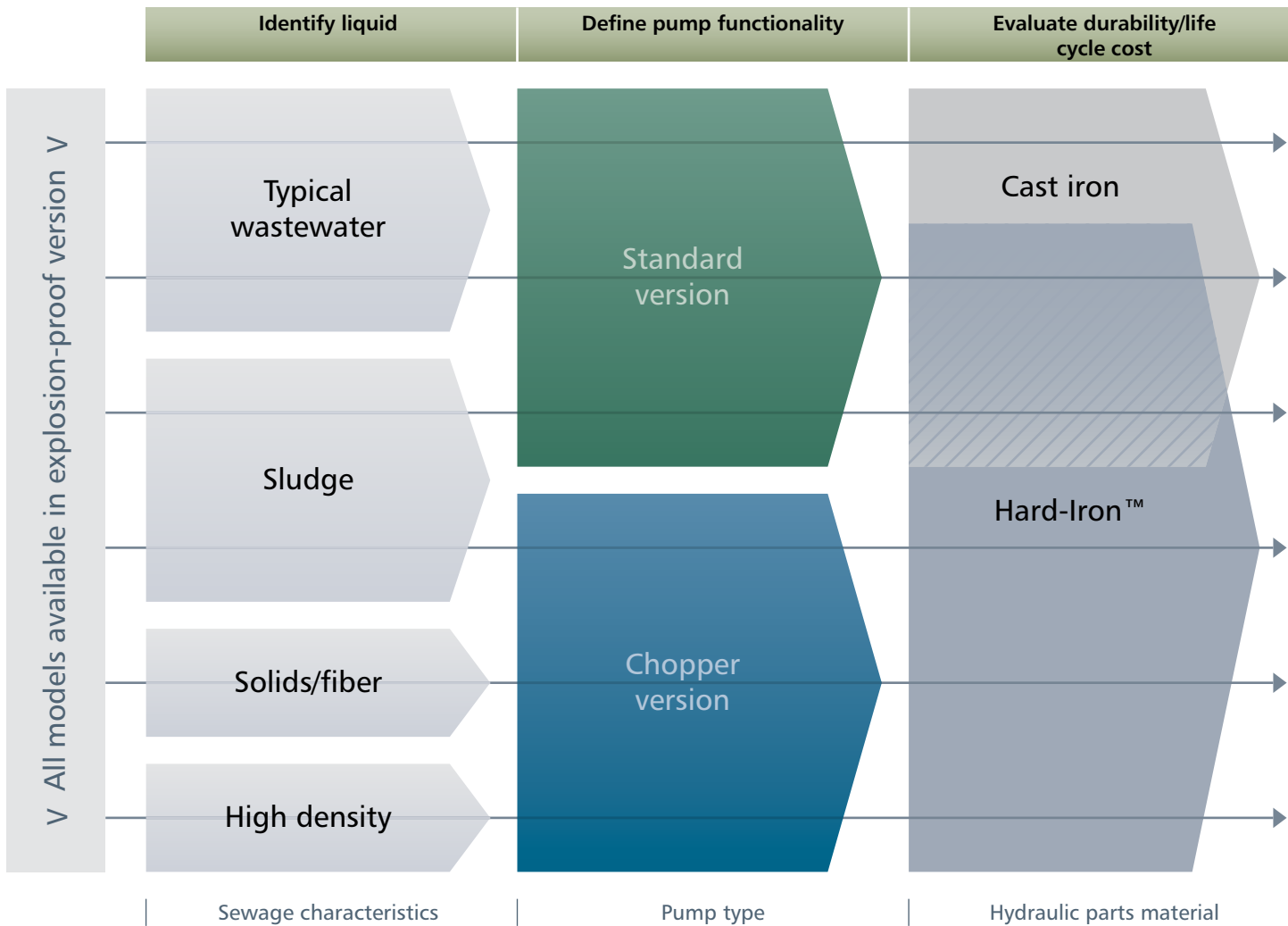


It's amazing what ends up in your wastewater. We've seen it all - from plastic bottles and wood to textiles and clothing, including jeans, sneakers and bedspreads, and even motor cables.

That's why the engineers at Xylem put the Flygt chopper pump to the test. It is subjected to extreme conditions at our test lab to ensure continuous operation with sustained hydraulic efficiency.

Finding the right pump

Identify the pump that meets your needs based on your capacity requirements and applications. All Flygt N-pumps are designed for heavy-duty service in municipal wastewater plants - from pump stations to retention basins and sludge treatment.



N-pumps are energy efficient

Northumbrian Water's Lustrum in UK decided to refurbish their pump station since blockages and the maintenance time and costs were becoming an issue. A huge benefit of the refurbishment was the installation of the Flygt N-pumps. There have been no blockages and it's bringing increased efficiency to the station.

The original pumps were delivering 0.43M³/kWh while the new N-pumps pump 0.9M³/kWh. In electrical terms alone this offers a potential saving of £22,000 per annum at current rates, plus the maintenance time and costs have dramatically reduced.

Identify models that match your needs

N3085, N3102, N3127, N3153,
N3171, N3202, N3301, N3231,
N3306, N3312, N3356, N3400

N3085, N3102, N3127, N3153,
N3171, N3202, N3301

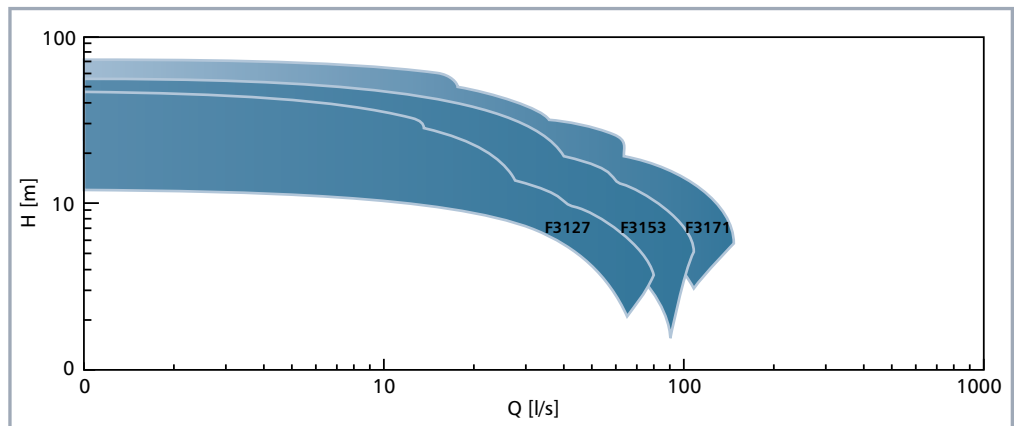
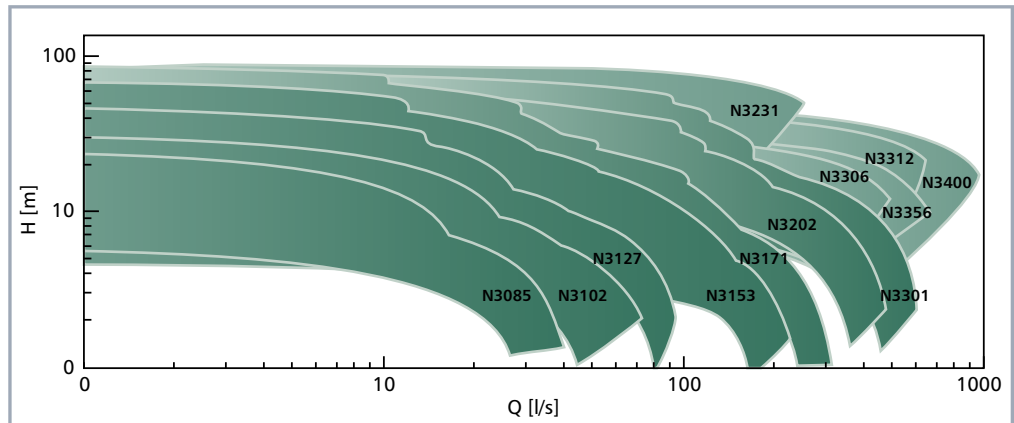
N3085, N3102, N3127, N3153,
N3171, N3202, N3301

F3127, F3153, F3171

F3127, F3153, F3171

F3153, with feeding screw

Choose relevant capacity



Flygt pump models

Performance criteria



Flygt chopper pumps eliminate the blockage problems

The Chapelknowe Sewage Pumping Station had pump blockages three or four times per week, causing unacceptable costs.

David Thomson, Engineering & Maintenance Team Leader for Scottish Water, commented: "The Flygt Chopper Pump has solved a major issue at Chapelknowe where the number and scale of blockages were becoming highly problematical operationally and financially".

After six months installation Chapelknowe has not experienced a single blockage while service inspections showed no wear on the hydraulic parts, clearly demonstrating the durability of this product.

Xylem ['zīləm]

- 1) The tissue in plants that brings water upward from the roots
- 2) A leading global water technology company

We're 12,000 people unified in a common purpose: creating innovative solutions to meet our world's water needs. Developing new technologies that will improve the way water is used, conserved, and re-used in the future is central to our work. We move, treat, analyze, and return water to the environment, and we help people use water efficiently, in their homes, buildings, factories and farms. In more than 150 countries, we have strong, long-standing relationships with customers who know us for our powerful combination of leading product brands and applications expertise, backed by a legacy of innovation.

For more information on how Xylem can help you, go to xylem.com.



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**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-G

Meeting Date: July 17, 2023

Prepared By: Derek Cray

Approved By: Remleh Scherzinger P.E.

Agenda Title: Adopt Resolution No. 2023-27 to Execute a Mutual Assistance Agreement Between Marina Coast Water District and the Carmel Area Wastewater District

Staff Recommendation: Adopt Resolution No. 2023-27 to approve a Mutual Assistance Agreement between Marina Coast Water District and the Carmel Area Wastewater District and authorize the General Manager to execute the necessary documents.

Background: *Strategic Plan, Goal No.4.0- to build our relationship with the State, Federal, Regional, SVBGSA and Local Public and non-profit agencies.*

Carmel Area Wastewater District (CAWD) is a Sanitary Special District with a five-member elected Board of Directors. The District provides sewer collections, treatment and recycled water to approximately 14,500 customers.

Marina Coast Water District (District) is a County Water District with a five-member elected Board of Directors. The District provides water, sewer, and recycled water to approximately 41,000 customers.

On October 17, 2022, the Board approved a Mutual Assistance Agreement (Agreement) with the Castroville Community Service District, which provides a mechanism for immediate mutual aid for either entity if such assistance is needed. The Agreement serves as a master agreement, contains all the necessary contractual language to recover equipment, labor, and materials costs. A response is strictly voluntary to either entity providing assistance. On March 20, 2023, the Board approved a second Agreement with the City of Seaside. The proposed Agreement with CAWD will be the District's third Agreement with a nearby public entity and CAWD's first Agreement needed to provide emergency relief.

Discussion/Analysis: CAWD's maintenance staff performs similar duties to District staff regarding sewer collections. The District and CAWD both maintain sewer mains and lift stations, which can have a higher failure rate with age due to the harsh environments and can levy heavy fines from the State Water Resources Control Board for sewer spills. Having multiple mutual assistance agreements is beneficial, as it allows the entities to have a pool of resources shall they need immediate assistance for equipment, material, or labor. CAWD and the District's maintenance staff have a good working relationship and are in close proximity to one another; many parts, tools, and equipment are similar, allowing for a rapid response shall it be warranted.

This Agreement uses the same language as the master template. CAWD staff will be taking this Agreement to their Board at the regularly scheduled meeting on July 27, 2023, for approval.

District staff is willing and ready to provide assistance should it be needed and looks forward to having an executed Agreement to provide a safeguard to both agencies in emergencies.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel reviewed the master template agreement. Nothing other than the entity's name, and insurance providers on the proposed Agreement have changed.

Climate Adaptation: Not applicable.

Financial Impact: _____ Yes No **Funding Source/Recap:** While the initial expenditure from any use of MCWD's equipment, material, or labor would be expended from District funds, those funds would then be replenished at the appropriate rate by the entity using assistance.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2023-27; and, copy of the Mutual Assistance Agreement.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 17, 2023

Resolution No. 2023-27
Resolution of the Board of Directors
Marina Coast Water District

Approving and Executing a Mutual Assistance Agreement Between Marina Coast Water District
and the Carmel Area Wastewater District

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), a regular meeting duly called and held on July 17, 2023, at 920 Second Avenue Suite A, Marina, California, as follows:

WHEREAS, Marina Coast Water District (District), is a Special County Water District that serves water, sewer, and recycled water to approximately 41,000 customers within Central Marina and the Ord Communities; and,

WHEREAS, the Carmel Area Wastewater District (CAWD) is a Special Sanitary District that provides wastewater collections, treatment, and recycled water to approximately 14,500 customers; and,

WHEREAS, both entities operate under a small umbrella of employees; and,

WHEREAS, both the District and the CAWD would benefit from a mutual assistance agreement should an emergency arise; and,

WHEREAS, the mutual assistance agreement will provide cost recovery and voluntary response language to prevent unnecessary hardship between either entity.

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

1. Adopt Resolution No. 2023-27 to approve the Mutual Assistance Agreement between the District and CAWD.
2. Authorize the General Manager to execute the Mutual Assistance Agreement and directs 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 July 17, 2023 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-27 adopted July 17, 2023.

Remleh Scherzinger, Secretary

MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT (this “Agreement”) is made and entered into effective as of _____, 2023, by and between the Marina Coast Water District, a public agency (the “MCWD”), and the Carmel Area Wastewater District, a public agency (the “CAWD”).

Recitals

A. The MCWD and the CAWD have determined that it would be in their mutual best interests to periodically lend to each other equipment, supplies and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.

B. The parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Requests for Assistance. In the event that either party to this Agreement (the “Borrower”) has a need for the equipment, supplies, personnel or other resources of the other party hereto (the “Lender”) for purposes of undertaking a necessary public project or activity, the Borrower may request that the Lender provide such resources. Any verbal request for assistance shall be followed with a documented request and shall become supporting documentation under this Agreement when assistance is granted. Any such request shall be submitted as follows:

If to the MCWD:

Address: 11 Reservation Road, Marina, CA 93933
Phone: (831) 384-6131
Email: rscherzinger@mcwd.org
Attn: Remleh Scherzinger

If to the CAWD:

Address: 3940 Rio Rd. Carmel-by-the-Sea, CA 93929
Phone: (831) 624-1248
Email: downstream@cawd.org
Attn: General Manager

2. Discretion by Lender. The Lender shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Borrower for failing to provide such assistance. It is understood and agreed that the Lender will grant a request for assistance only where the Lender has determined that it has the requested resources available and will be able to meet its own needs while rendering assistance. The execution of this Agreement shall not create any duty to grant any assistance requested by the Borrower.

3. Equipment. If the Lender loans equipment to the Borrower, such as, but not limited to construction equipment, vehicles, tools, pumps or generators, such loaned equipment shall be subject to the following conditions:

- (a) If the Lender so determines, the loaned equipment shall be operated by the Lender's personnel, which personnel will then be provided with the equipment.
- (b) Unless subsection 3(c) applies, the loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned.
- (c) In the event the Lender has an emergency and in its discretion requires use of the loaned equipment and/or the associated Lender employees, the Borrower will immediately return the loaned equipment and/or release the recalled employees.
- (d) The Borrower shall, at its own expense, supply all fuel, lubrication and maintenance for the equipment during the assistance period, unless other arrangements are made.
- (e) The Lender will normally charge the Borrower for costs related to the use, transportation, handling, loading and unloading of the equipment. The costs will be determined by the Lender's adopted fees for the fiscal year in which the equipment was loaned. If a piece of equipment is not listed within the Lender's fee schedule, the rate shall be based on the then-in-effect Caltrans equipment rental rates. Each party shall provide to the other party the applicable fee schedule in effect when this Agreement is approved and whenever the fee schedule changes.
- (f) In the event that loaned equipment is damaged while in the custody or use of the Borrower, the Borrower shall reimburse the Lender for the reasonable cost of repairing such damage. If the equipment cannot be repaired or has been destroyed, the Borrower shall reimburse the Lender for the full actual replacement cost of the equipment. If the same make and model is not available, the cost of a similar make and model that is agreed upon by the Lender shall be used. If the Lender is required to lease replacement equipment while the loaned equipment is being repaired or replaced by the Borrower, the Borrower shall reimburse the Lender for such lease costs. The reimbursement obligations of this section shall be independent of, and in addition to, either party's insurance requirements as set forth in this Agreement.

4. Supplies. The Borrower shall reimburse the Lender in kind or at the actual replacement cost for the use of expendable or non-returnable supplies provided by the

Lender. Supplies of reusable items that are returned to the Lender in a clean and undamaged condition will not be charged to the Borrower.

5. Personnel. Wages, hours, and other terms and conditions of employment applicable to loaned personnel shall be those of the Lender. In the event that the Lender makes its personnel available to the Borrower, the Lender will normally charge the Borrower such personnel's applicable hourly rate plus fringe benefits and insurance, including workers' compensation insurance (loaded hourly rate), during the time the Lender's personnel is providing services to the Borrower, plus travel time. Personnel so loaned to the Borrower will take direction from the Borrower, but will follow work procedures and safety rules of the Lender at all times and remain under the direct supervision and control of the supervisory personnel of the Lender. Each party shall provide to the other party the applicable loaded hourly rates in effect when this Agreement is approved and whenever the loaded hourly rates change.

6. Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one party to the other.

7. Insurance and Indemnity. MCWD and the CAWD shall procure and maintain for the duration of the Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by MCWD and the CAWD, their agents, representatives, employees or subcontractors.

(a) Coverage. Coverage shall be at least as broad as the following:

i. Workers' Compensation Insurance - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

ii. Waiver of Subrogation. MCWD and the CAWD agree to waive all rights of subrogation against one another, including their elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of the insurance policy, which arise from work performed by or for MCWD and the CAWD.

iii. Property Insurance – coverage for vehicles and equipment scheduled in the Association of California Water Agencies JPIA or California Sanitation Risk Management Authority CSRMA (see subsection v, below) against all risk of loss at Actual Cost Value.

If MCWD or the CAWD maintains broader coverage and/or higher limits than the policy minimums required hereunder, MCWD and the CAWD requires and shall be entitled to the broader coverage and/or higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MCWD and the CAWD.

iv. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MCWD and the CAWD.

v. Acceptability of Insurers - Insurance. MCWD is insured for Personal Injury Liability and Property Damage by the Association of California Water Agencies Joint Powers Insurance Authority (JPIA). CAWD is insured for Personal Injury Liability and Property Damage by California Sanitation Risk Management Authority (CSRMA) The parties shall coordinate with the JPIA or CSRMA on insurance coverages and conditions per the Memorandum of Coverage for all claims, losses, damages, injuries, costs and expenses (including attorneys' fees) and all liabilities of every kind, nature and description, directly or indirectly arising from or in connection with this Agreement. Other required insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by each party.

vi. Verification of Coverage. Each party shall furnish the other certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates are to be received and approved by MCWD and the CAWD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive MCWD and the CAWD obligations to provide the certificates. MCWD and the CAWD reserve the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

(b) Indemnity. The Borrower shall indemnify, defend and hold harmless the Lender and its officers, directors, employees and agents from all claims, losses, damages, injuries, costs and expenses (including attorneys' fees) and all liabilities of every kind, nature and description, directly or indirectly arising from or in connection with (i) the use by the Borrower or by the Borrower's employees, agents or contractors of equipment or supplies provided by the Lender, or (ii) any project or activity undertaken by the Borrower for which the Lender has provided resources or assistance pursuant to this Agreement; provided, however, that the Borrower shall not be required to indemnify, defend and hold harmless the Lender and its officers, directors, employees and agents to the extent any such claim, loss, damage, injury, cost, expense or liability is caused by the negligence or willful wrongful acts or omissions of the Lender.

8. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

10. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the

action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

11. Entire Agreement/Amendments. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party who is the beneficiary of the obligation. No waiver by any party shall, except as may otherwise be stated in such waiver, be applicable to subsequent obligations. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

12. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

13. Governing Law. The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Monterey, State of California, United States of America.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

15. Digital Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile, or email transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile, or email copies and the signatures thereon shall for all purposes be treated as originals.

16. Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

17. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

MARINA COAST WATER DISTRICT

CARMEL AREA WASTEWATER DISTRICT

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 12-A

Meeting Date: July 17, 2023

Prepared By: Derek Cray

Approved By: Remleh Scherzinger P.E.

Agenda Title: Adopt Resolution No. 2023-28 to Approve the First Amendment to the Memorandum of Agreement Between Marina Coast Water District and California Department of Parks and Recreation

Staff Recommendation: Adopt Resolution No. 2023-28, to approve the first Amendment to the Memorandum of Agreement between Marina Coast Water District and the California Department of Parks and Recreation.

Background: *Strategic Plan, Goal No.4.0- to build our relationship with the State, Federal, Regional, SVBGSA and Local Public and non-profit agencies.*

The Marina Coast Water District (District) and the California Department of Parks and Recreation (State Parks) entered into a Memorandum of Agreement (MOA) dated October 19, 1998, the purpose of which was to resolve a conflict over the Fort Ord Public Benefit Conveyance within the Ford Ord Dunes State Park area. Two particular areas of conflict were the disposition of the .91 acre Ord Village lift station location and the 4.63 acre Main Garrison Sewage Treatment Plant (Treatment Plant). At the time the MOA was signed, State Parks and the District had agreed that all the abandoned buildings would be demolished with exception of the two trickling filters at the Treatment Plant. Under the MOA, the demolition was to be performed at the District's sole cost and expense, with State Parks performing the habitat restoration. Also, per the MOA, the District retained a right to use the Treatment Plant property for a future Desalination Facility site, although State Parks preferred the location to be off-premise, east of Highway One.

Discussion/Analysis: The District has been working very closely with State Parks over the course of the last year and a half regarding the future use and existing obligations concerning the Treatment Plant location. Since 1998, changes in the desired use by both MCWD and State Parks have occurred, and both parties have expressed their intent to amend the MOA to help benefit one another and the community. With the proposed Fort Ord Dunes State Recreation Park currently under design, State Parks desires to have a location nearby to house a satellite maintenance facility, and the District has sought to remedy safety concerns at the parcel and reaffirm that it has the legal right to use of the parcel for any future water supply facilities and is not limited to only use the site for a Desalination facility.

Given the change in circumstances, the District and State Parks met regularly to work on drafting an amendment to the MOA. This First Amendment would quitclaim to State Parks six of the Fort Ord Waste Water Treatment Plant buildings "as-is" for their future use. The District, in return, would demolish three above-ground structures and four sub-surface structures as funding permits. The First Amendment limits the District's obligations to demolishing facilities to a depth of three feet and abandoning the rest of those facilities in place, thus significantly reducing the cost for the demolition. State Parks would then pay, at their cost, for the revegetation of the Treatment Plant. As the District is looking to diversify its water portfolio, staff believes the Treatment Plant has several options for a water supply projects and has identified three structures

they believe are necessary to retain for future use. The structures to be retained by MCWD are the two trickling filters and the below-ground concrete flocculation basin.

The other noteworthy conditions included in the First Amendment are as follows:

- The District would maintain all access rights to its sewer flume meter and appurtenances.
- The District would relinquish its surveillance system and fencing, and State Parks would take ownership and maintenance obligations for the facilities.
- State Parks would annex into the District’s jurisdictional boundaries.
- The District agrees to provide water and sewer to the parcel for State Parks to utilize for its staff buildings, contingent on the District's rules for water and sewer services and charges.

This Amendment also includes the quitclaim of the Ord Village lift station and its revegetation. Originally this transfer was going to be a stand-alone Amendment. However, since the project was already near completion, combining it into a single transaction was a better option to streamline the effort between the two agencies. The Ord Village lift station demo was already part of an awarded project which the MCWD Board approved in 2021. This approval included a quitclaim of the parcel to State Parks, in addition to State Parks’ revegetation obligations.

State Parks has already formally executed the Amendment, and they look forward to working with the District on the next steps. Staff believes the terms are equitable to both parties and would provide the District with significant cost savings for blight removal and a location for future water supply projects.

Environmental Review Compliance: The Board approved an Initial Study/Mitigated Negative Declaration and Mitigated Monitoring and Reporting for the Ord Village Lift Station in November of 2019. Any future projects or blight removal would be subject to further CEQA review.

Legal Counsel Review: District Counsel has assisted staff with creating the MOA First Amendment and has reviewed all the terms and conditions.

Climate Adaptation: With the significant reduction in cost for blight removal, those funds could now be utilized to remove the structures that are a safety concern for the District, and with State Parks utilizing the buildings and rehabilitating the lands, the blemish on the Peninsula would begin to diminish.

Financial Impact: Yes No **Funding Source/Recap:** Funding for the removal of the blight would come from the \$970,000.00 FORA bond. Any cost above that would have to be budgeted for future use. It is budgeted in the current FY 2023/2024 CIP at \$470,000 and should additional funds be needed they will be taken from the Corporation Yard Building Removal Fund of \$500,000.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2023-28, copy of the Amendment to the MOA, copy of the original MOA.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 17, 2023

Resolution No. 2023-28
Resolution of the Board of Directors
Marina Coast Water District

Approving the First Amendment to the Memorandum of Agreement Between
Marina Coast Water District and California Department of Parks and Recreation

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), a regular meeting duly called and held on July 17, 2023, at 920 Second Avenue, Suite A, Marina, California, as follows:

WHEREAS, the District and the California Department of Parks and Recreation (State Parks) entered into a Memorandum of Agreement (MOA) dated October 19, 1998; and,

WHEREAS, since the signing of the MOA, circumstances have changed such that the parties desire to amend the MOA; and,

WHEREAS, the District and State Parks staff have met regularly over the last year and a half to identify issues by which to amend the MOA; and,

WEREAS, entering into the First Amendment to the MOA is in the best interests of the District.

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

1. adopt Resolution No. 2023-28 to approve the First Amendment to the MOA between the District and State Parks.
2. authorize the Board President to execute the First Amendment to the MOA and directs 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 July 17, 2023 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-28 adopted July 17, 2023.

Remleh Scherzinger, Secretary

MEMORANDUM OF AGREEMENT
BETWEEN
MARINA COAST WATER DISTRICT
AND
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
TO
RESOLVE CONFLICTING FORT ORD PUBLIC BENEFIT CONVEYANCE
REQUESTS
WITHIN THE PROPOSED
FORT ORD DUNES STATE PARK

An AGREEMENT between the Marina Coast Water District (hereinafter called "MCWD") and the California Department of Parks and Recreation (hereinafter called "State Parks") made on this 19TH day of October, 1998, to wit:

Wherein, State Parks, through the U.S. Department of Interior, National Park Service, has submitted to the U.S. Army a public benefit conveyance request for property on Fort Ord including all land situated west of State Highway One; and

Wherein, MCWD, through the U.S. Department of Health and Human Services, has submitted to the U.S. Army a public benefit conveyance request for the water and wastewater facilities on Fort Ord including perpetual easements over two sites west of State Highway One, a 0.91 acre parcel known as the Ord Village Lift Station and a 4.63 acre parcel known as the Main Garrison Sewage Treatment Plant including all buildings and facilities on these parcels; and

Wherein, the State Parks and MCWD public benefit requests may be considered to be in conflict; and

Wherein, State Parks and MCWD mutually desire to resolve and remove this conflict so the conveyance of land by the U.S. Army to both parties may proceed as scheduled; and

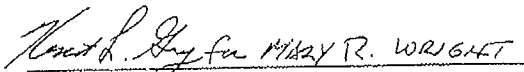
Wherein, State Parks and MCWD mutually agree that water and wastewater facilities should be developed, operated, and maintained in a safe and efficient manner within the future Fort Ord Dunes State Park consistent with preserving and restoring scenic and habitat features and providing for public use of the park.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. State Parks and MCWD agree that it is appropriate that MCWD be granted perpetual easements for the Ord Village Lift Station and the Main Garrison Sewage Treatment Plant sites; that the existing buildings and structures within these sites become MCWD property; and the underlying land become State Parks property.
2. State Parks and MCWD agree that it is appropriate that the area within the fence at the Ord Village Lift Station site as it existed on April 1, 1998 be managed and maintained by MCWD for the purposes of operating and maintaining a wastewater pump station. State Parks agrees to provide MCWD vehicle access to this site. MCWD agrees to work cooperatively with State Parks to manage this site in a manner consistent with management of the surrounding land as a State Park and consulting with park staff prior to major or unusual maintenance activities, changes in operation, and/or new construction.
3. MCWD agrees that their interest in the Main Garrison Sewage Treatment Plant site is primarily to provide a site for potential future desalination facilities to provide supplemental water supplies for the developments planned by the Fort Ord Reuse Authority, with the understanding that State Parks prefers that the desalination treatment facility be located east of Highway One.
4. State Parks and MCWD agree that the existing abandoned buildings and other structures at the Main Garrison Sewage Treatment Plant site, with the exception of the two trickling filter structures, are not likely to have any economic value, are unsightly, and are not needed for either State Parks or MCWD's current or future planned operations.
5. State Parks and MCWD agree that with the exception of the two trickling filter structures, the abandoned Main Garrison Sewage Treatment Plant buildings and structures should be demolished. The trickling filter structures are being retained to possibly house components of a future desalination facility. MCWD agrees to undertake demolition of the remaining abandoned structures with the goal of completing demolition within 5 years of conveyance of the property. It is further agreed that following demolition, the site should be restored to natural conditions supporting native dune habitat and managed as open space. State Parks agrees to undertake and manage habitat restoration on the site following completion of demolition.
6. State Parks and MCWD agree to develop a plan for the demolition of structures and habitat restoration on the site. The plan will include provisions for minimizing the disruption of restored habitat if and when MCWD undertakes development of desalination facilities and to avoid creating barriers to successful regulatory approval of a proposed desalination facility. It is expected that compliance with the California Environmental Quality Act and the Coastal Act will be required prior to construction of a desalination facility. Plans should include a vegetation and landform design that will provide for screening of facilities as viewed from Highway One.

7. Both parties understand and agree that, until desalinization facilities become available, the MCWD will have only limited capability to provide water service to the west of Highway One. This is due to the Army's removal from service, the primary water transmission line that crossed Highway One.

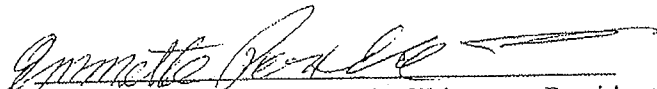
8. State Parks and MCWD agree to include each other's organization in development of plans for the park and water and wastewater facilities. State Park's plan shall be compatible with operation of necessary water and wastewater facilities. MCWD's plans shall be compatible with operation of the park for public recreation use, habitat restoration, and viewshed projection and restoration.


Mary R. Wright, District Superintendent

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

10/17/98

Date


Emmette Randle, Jr., Board of Directors President

MARINA COAST WATER DISTRICT

10-6-98

Date

**FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT
BETWEEN MARINA COAST WATER DISTRICT AND CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION TO RESOLVE CONFLICTING FORT ORD PUBLIC
BENEFIT CONVEYANCE REQUESTS WITHIN THE PROPOSED ORD DUNES
STATE PARK**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT (the “Amendment”) is made and entered into as of August, 2023, by and between the Marina Coast Water District, a California county water district (hereinafter “MCWD”) and the California Department of Parks and Recreation (hereinafter “State Parks”).

RECITALS

A. WHEREAS, on or about October 19, 1998, MCWD and State Parks entered into that certain Memorandum of Agreement to Resolve Conflicting Fort Ord Public Benefit Conveyance Requests Within the Proposed Ord Dunes State Park City (the “Agreement”) which concerned, among other things, their mutual rights, interests and operations on that real property described in the Agreement as the Ord Village Lift Station (Monterey County A.P.N. 031-051-001-000) and the Main Garrison Sewage Treatment Plant (Monterey County A.P.N. 031-031-001-000); and

B. WHEREAS, the United States conveyed the water and wastewater infrastructure of the former Fort Ord through the Fort Ord Reuse Authority to MCWD in 2001, along with easements for the water and wastewater facilities and pipelines; and

C. WHEREAS, the United States conveyed the parcels that comprise the Fort Ord Dunes State Park through the Secretary of the Interior to State Parks in 2009, and those lands were encumbered with easements for the existing water and wastewater infrastructure; and

D. WHEREAS, MCWD no longer has a necessity to operate and maintain the existing tri-plex sanitary sewer pump station in enclosed structure (including a backup generator and electrical appurtenances) all associated pipelines conveying sanitary sewer to and from the pump station, and a potable water pipeline (collectively the “Facilities”) located at the Ord Village Lift Station and is in the process of demolishing and/or relocating the Facilities. MCWD desires to relinquish and convey to State Parks any rights or interests it holds in and to those Facilities located at the Ord Village Lift Station to State Parks and State Parks desires to accept the conveyance of any of MCWD’s interests hereunder, in accordance with the terms of this Amendment; and

C. WHEREAS, MCWD and State Parks desire to clarify their respective rights and obligations concerning demolition and abandonment of existing buildings and facilities situated at the Main Garrison Sewage Treatment Plant, as set forth in this Amendment.

NOW THEREFORE for and in consideration of the mutual covenants and agreements contained in the Agreement and this Amendment, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, MCWD and State Parks hereby agree as follows:

A G R E E M E N T

1. INCORPORATION OF RECITALS. The Recitals set forth above are each incorporated into the body of this Agreement as if set forth in full. Further, any terms, conditions, and obligations set forth in the Agreement, not amended or modified by this Amendment shall remain in full force and effect.

2. Ord Village Lift Station. MCWD warrants and represents that it no longer requires the Ord Village Lift Station location and has undertaken to demolish and/or abandon the Facilities in place, as the case may be, and abandon-in-place those underground improvements associated with the Facilities. MCWD agrees to have this demolition performed in accordance with the plans and specifications dated December 4, 2020 as acknowledged by State Parks. It is contemplated that MCWD's demolition efforts will be completed on or before June 30, 2023 (the "Demolition Completion Date").

2.1. Quitclaim Deed. Upon completion of the demolition tasks set forth above, State Parks agrees to accept relinquishment of MCWD's rights, interests or ownership of the Facilities situated on Ord Village Lift Station real property (Monterey County A.P.N. 031-051-001-000) via quitclaim deed, a true and correct copy of which is attached hereto as Exhibit "A".

2.2. MCWD Payment. MCWD agrees to pay State Parks an amount not to exceed \$16,709.80 for purposes of revegetation according to State Parks' Scope of Work, a copy of which is attached hereto as Exhibit "B", upon invoice by State Parks.

2.3. Condition of Ord Lift Station. State Park will accept MCWD's conveyance of its interests in the Facilities "as-is" and wherever located, with all faults and without any representations or warranties of any nature, express, implied or statutory. As of the Demolition Completion Date, MCWD shall have no further maintenance or operation obligations with regards to the Facilities, without limitation.

2.4. Indemnification. State Parks shall indemnify, defend and hold harmless MCWD from and against any and all claims, damages, liabilities, costs or any expenses whatsoever, whether by State Parks or a third-party arising from the Ord Community Lift Station after acceptance of MCWD's interests as set forth in Sec. 2.1, above.

3. Main Garrison Sewage Treatment Plant. State Parks and MCWD desire to modify their respective rights and obligations regarding structures and future uses of the Main Garrison Sewage Treatment Plant, as set forth herein. State Parks and MCWD agree that the Main Garrison Sewage Treatment Plant consists of the following structures and related facilities, which are depicted and identified in Exhibit "C", attached hereto and incorporated by reference:

3.1. Six (6) Staff Buildings: Building 2076A, 2076C, 2076F, 2076G, 2076H, 2076S. Rather than demolish each Staff Building as initially intended, State Parks will retain ownership for future use. MCWD agrees to relinquish any right, title or interest in and to the Six (6) Staff Buildings as of the effective date of this Amendment.

3.2. Sub Surface Structures: 2076I, 2076J, 2076Q, 2076R. MCWD will demolish the Sub Surface Structures up to a depth of 3' (three feet) and abandon in place by adding effective drainage methods and then back filling to grade with an acceptable fill material. MCWD's obligation to undertake the foregoing acts are conditioned upon MCWD's receipt of funds for this purpose, obtaining all necessary permits and CEQA compliance, which shall be at the cost and expense of MCWD. Upon commencement of these activities, MCWD will coordinate with State Parks to ensure limited disruption of State Parks day to day activities.

3.3. Above Ground Structures: 2076B, 2076P, 2076O. MCWD will demolish and remove these structures as funding allows. MCWD's obligation to undertake the foregoing acts are conditioned upon MCWD's receipt of funds for this purpose and obtaining all necessary permits and CEQA compliance, at the cost and expense of MCWD. Upon commencement of the demolition, MCWD will coordinate with State Parks to ensure limited disruption of State Parks day to day activities.

3.4. MCWD Retention of Structures. MCWD will retain ownership of the following structures for the purposes of any future water supply use: 2076N, 2076M, and 2076L.

3.5. Surveillance System and Fencing. MCWD agrees to relinquish any right, title or interest in and to the Surveillance System and Fencing as of the effective date of this Amendment.

3.6. Trickling Filters. Upon execution of this Amendment, and in coordination with the State Parks occupancy of the staff building, MCWD will cause the 2076N and 2076M Trickling Filters to be painted.

3.7. Sewer Metering Stations. MCWD will retain full access and ownership of the Sewer Metering Station located within the parcel, along with all appurtenances and utility power required to operate and maintain the facility.

3.8. Revegetation. Any revegetation or ground restoration within the Main Garrison Sewage Treatment Plant shall be the sole financial responsibility of State Parks.

3.9. Condition of Facilities. State Park will accept MCWD's conveyance of its interests in the Six (6) Staff Buildings, the Surveillance System and Fencing and related facilities "as-is" and wherever located, with all faults and without any representations or warranties of any nature, express, implied or statutory.

3.10. Indemnity. State Parks shall indemnify, defend and hold harmless MCWD from and against any and all claims, damages, liabilities, costs or any expenses whatsoever, whether by State Parks or a third-party arising from the Main Garrison Sewage Treatment Plant after acceptance of MCWD's interests as set forth in this Section 3.

4. Future Water and Sewer Service. MCWD agrees to provide water and sewer service to the parcel for State Parks to utilize for the Staff Buildings, subject to MCWD's rules for water and sewer service and charges as they may be amended from time to time. MCWD may, in its

discretion, require State Parks to enter into MCWD’s standard infrastructure agreement for water and sewer service.

5. Annexation. State Parks acknowledges that the Main Garrison Sewage Treatment Plant properties must be annexed into MCWD’s jurisdictional boundaries. In exchange for MCWD’s commitments to provide the services specified herein, State Parks hereby irrevocably consents to the annexation to MCWD. State Parks shall cooperate in all manner with the requests of MCWD, the Monterey County Local Agency Formation Commission (“LAFCO”), or any other public agency in any proceedings to annex to MCWD.

6. MCWD Reservation of Rights. State Parks and MCWD expressly agree that, notwithstanding anything to the contrary herein, MCWD shall, and hereby does, retain any existing easements and infrastructure not conveyed herein, and the right to use the real property underlying the Main Garrison Sewage Treatment Plant as a site for any future MCWD water supply project. Shall MCWD, in its discretion, require the Main Garrison Sewage Treatment Plant site for use as a future water supply project, MCWD agrees that it will not materially interfere with State Parks operations with regards to any then-occupied State Parks buildings. State Parks agrees that it will not interfere with or deny MCWD’s use of the Main Garrison Sewage Treatment Plant site should MCWD need to utilize it for a water supply project, and any additional easements shall be granted to MCWD by State Parks at no additional cost to MCWD.

WHEREFORE, the parties have caused this First Amendment to Memorandum of Agreement on behalf of the parties, effective on the date of the last signature.

MARINA COAST WATER DISTRICT

By: _____

Its: _____

CALIFORNIA DEPT. OF PARKS AND RECREATION

By: Brent C Marshall  149638D5E8B9487...

Its: DS V _____

EXHIBIT “A”

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

California Department of Parks and Recreation
Monterey District
211 Garden Road
Monterey, California 93940
Attn: District Manager

The undersigned grantor declares:

(Space Above For Recorder's Use)

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code
Transfer to a Public Entity

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby REMISE, RELEASE AND FOREVER QUITCLAIM, to the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION the following:

- a. the easements designated as numbers 66-5990-EAGFA (0.91 acres) and 66-5990-PUEAP (0.25 acres), and facilities numbered 5990, 5987, 5988A and 5989, as shown on the attached figure WW20; and
- b. the facilities numbered 2076A, 2076C, 2076F, 2076G, 2076H and 2076S, as shown on the attached figure WW10,

located on or connected to that certain real property consisting of approximately 979.91 acres conveyed to the California Department of Parks and Recreation, as described as the "Property" in Exhibit A of that Quitclaim Deed from the United States Secretary of the Interior, recorded on February 24, 2009, in the Official Records of the Monterey County Recorder as Document No. 2009010456, in favor of the undersigned contained in that certain Easement to Ford Ord Reuse Authority for Water and Wastewater Distribution Systems located on the former Ford Ord, executed by and between the United States of America, acting by and through the Secretary of the Army, as Grantor, and the Fort Ord Reuse Authority, as Grantee, recorded October 26, 2001 as Recorder's Series No. 2001090792, Official Records, as further assigned in that certain Assignment of Easements on Former Fort Ord and Ord Military Community, County of Monterey, and Quitclaim Deed for Water and Wastewater Systems, executed by and between the Fort Ord Reuse Authority, as Grantor, and the undersigned, as Grantee, recorded October 26, 2001, as Recorder's Series No. 2001090793, Official Records, and re-recorded November 7, 2001 as Recorder's Series No. 2001094583, Official Records.

[SIGNATURE ON IMMEDIATELY FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Quitclaim Deed as of _____, 2023.

MARINA COAST WATER DISTRICT,
a county water district and political
subdivision of the State of California

By: _____
Name: Remleh Scherzinger
Title: General Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

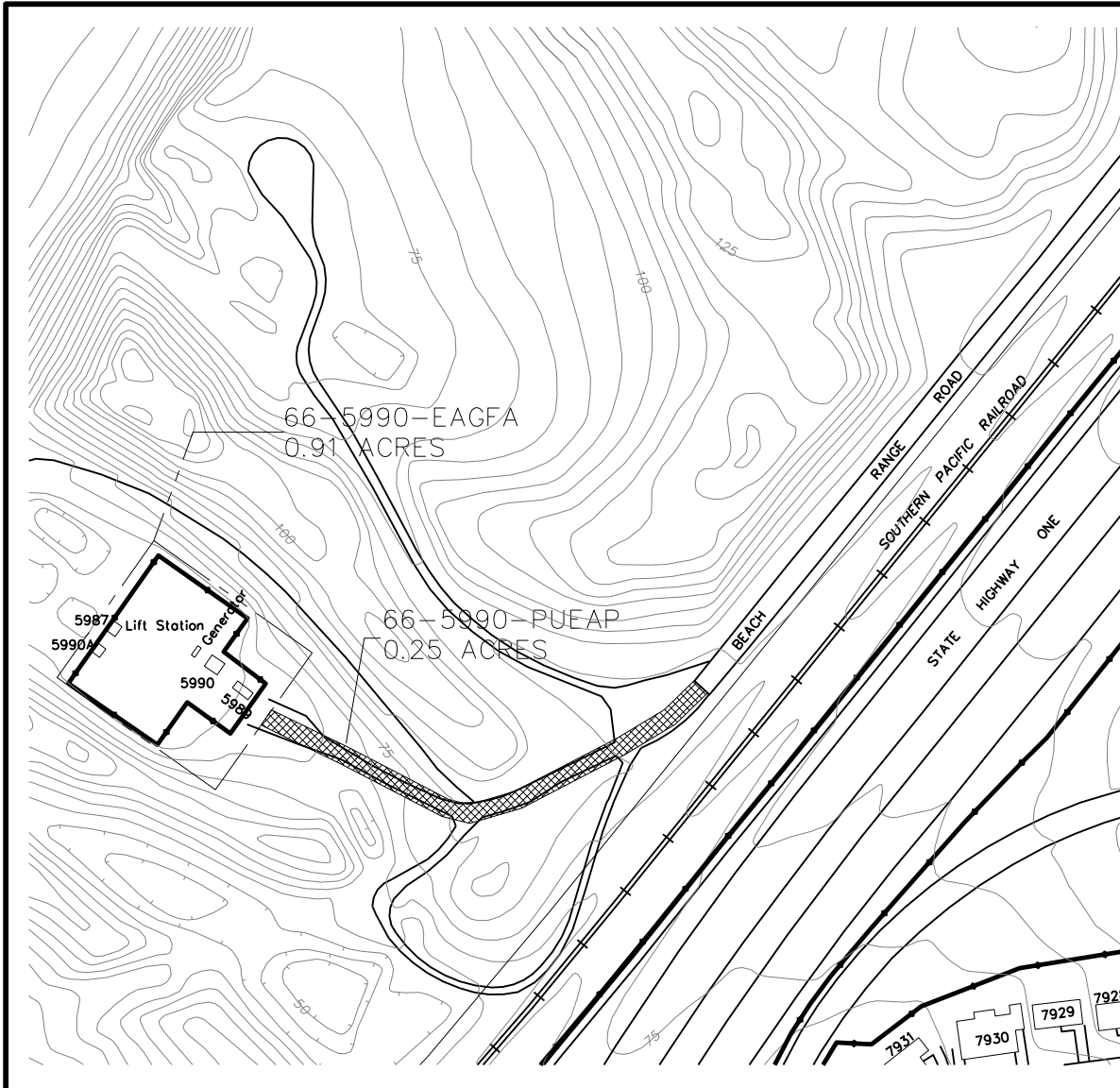
State of California)
)
County of Monterey)

On _____, before me, Paula Riso, a Notary Public, personally appeared Remleh Scherzinger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public in and for said State



PARCEL COORDINATES

<u>NORTHING</u>	<u>EASTING</u>
2124553.71	5728564.70
2124704.79	5728671.54
2124828.38	5728496.76
2124677.30	5728389.92

PARCEL BOUNDARY

ACCESS EASEMENT REQUESTED

SCALE: 1" = 200'

REFERENCE NUMBER EXPLANATION

- XX-XXX-XX
- FT = FEE TITLE
- EAGFA = EASEMENT FOR ABOVE GROUND FACILITIES & APPURTENANCES
- PUEAP = PUBLIC UTILITY EASEMENT FOR ACCESS PURPOSES
- FORMER FORT ORD BUILDING NUMBER
- JONES & STOKES' MAP SHEET NUMBER

**MARINA COAST WATER DISTRICT
PUBLIC BENEFIT CONVEYANCE APPLICATION
FEE TITLE / EASEMENT REQUESTS**

**ORD VILLAGE LIFT
STATION**

**SHEET WW20
1 OF 1**

EXHIBIT “B”



Scope of Work for the revegetation of the Fort Ord Village Lift Station site at Fort Ord Dunes State Park to be conducted by California State Parks

Background

The Marina Coast Water District will be removing its Fort Ord Village Lift Station from Fort Ord Dunes State Park and relocating it across the highway to the city of Seaside. The removal of the existing lift station will include the removal of the concrete building, fence, gravel, and other surface improvements; the salvage of materials; and the abandonment of underground pipelines and manholes. This portion of the project is expected to be complete in the fall of 2020. Following the lift station removal, areas that were disturbed during demolition will be restored to pre-project contours and revegetated with local, native species.

Existing dune scrub vegetation will be avoided during construction/demolition to the greatest extent feasible. Dune scrub that cannot be avoided will be quantified prior to and during project construction/demolition and will be mitigated or replanted at a 2:1 ratio for the area of scrub removed. If dune scrub vegetation is impacted, a restoration plan and monitoring program will be required that describes the goals and objectives, success criteria, monitoring methods, adaptive management, reporting protocols, and funding mechanism.

This scope of work does not cover the required coastal scrub vegetation mitigation, because the quantity of disturbance is unknown at this time. Instead, this scope of work covers the revegetation of the lift station site and its access road after the facility has been removed and the site has been decompacted, restored to pre-project contours, and necessary erosion control techniques to minimize erosion and sedimentation have been applied. The area to be revegetated is approximately 12,000 square feet in size, and it includes the fenced lift station facility at approximately 9,000 square feet and the approximately 270-foot, unpaved access road at approximately 3,000 square feet.

Goals and Objectives

The goal of this revegetation project is to restore the approximately 12,000 square foot former lift station site and its access road to native habitat for the benefit of native and sensitive plant and animal species. Objectives include providing sufficient native ground cover to minimize erosion, establishing native vegetation to prevent the introduction and spread of invasive species, and establishing native coastal scrub vegetation consistent with the native vegetation that currently surrounds the site.

Tasks and Methods

1. **Seed Collection:** Seed will be collected from the southern portion of Fort Ord Dunes State Park from native coastal scrub species representative of the species growing adjacent to the lift station (Table 1 provides a list of appropriate species).
2. **Plant Propagation:** From this seed, 1,400 plants will be propagated for a period of 4 to 6 months to seedling plugs, grown in 5.5-inch tube containers.
3. **Broadcast Seeding:** Excess seed, not needed for propagation, will be broadcast at the site between 1 November 2020 and 15 December 2020 at a rate of 5 pounds per acre or less.
4. **Planting:** 1,400 plants will be installed/planted between 15 November 2020 and 28 February 2021, spaced an average of 3 feet apart. Exact spacing will vary by species.

5. **Watering:** Depending on the weather forecast and the amount of moisture in the soil, plants will be watered at planting time as needed. Supplemental watering after plant installation will take place during the winter and early spring if rainfall totals are not sufficient to establish the plantings.
6. **Monitoring/Inspection:** The site will be inspected a minimum of once every three months for the first two years following demolition to assess survivorship of plantings, identify any invasive weed species, and identify needed management actions.
7. **Weed Control:** Invasive weed species (including, but not limited to, *Carpobrotus edulis*, *Carduus pycnocephalus*, *Conicosia pugioniformis*, and *Hirschfeldia incana*) will be controlled when identified onsite. Control methods will include manual removal and chemical control (spot treatments with herbicide).
8. **Supplemental Planting:** If site inspections during the first year find significant die-off of plantings (less than 80% survival) paired with low naturally occurring native plant recruitment, additional plants will be propagated and installed the following winter.

Table 1. List of plant species appropriate for planting or seeding.

Scientific Name	Common Name
<i>Achillea millefolium</i>	common yarrow
<i>Acmispon glaber</i>	deerweed
<i>Artemisia californica</i>	California sagebrush
<i>Artemisia pycnocephala</i>	beach sagewort
<i>Chorizanthe pungens</i> var. <i>pungens</i>	Monterey spineflower
<i>Corethrogyne filaginifolia</i>	common sandaster
<i>Ericameria ericoides</i>	mock heather
<i>Erigeron glaucus</i>	seaside daisy
<i>Eriogonum parvifolium</i>	seacliff buckwheat
<i>Eriophyllum staechadifolium</i>	lizard tail
<i>Erysimum ammophilum</i>	coast wallflower
<i>Frangula californica</i>	coffeeberry
<i>Lupinus arboreous</i>	yellow bush lupine
<i>Lupinus chamissonis</i>	dune bush lupine
<i>Phacelia ramosissima</i>	branching phacelia

Budget

This revegetation work will be performed by California State Park natural resources staff who have experience in coastal scrub restoration at Fort Ord Dunes State Park and elsewhere. After two years, the site will continue to be managed by California State Parks with its annual budget allocations along with the rest of Fort Ord Dunes State Park. Ongoing natural resource maintenance at the site will include annual control of invasive weed species, rare plant management, and periodic inspections to identify management needs. Table 2 summarizes the costs by task for this revegetation project.

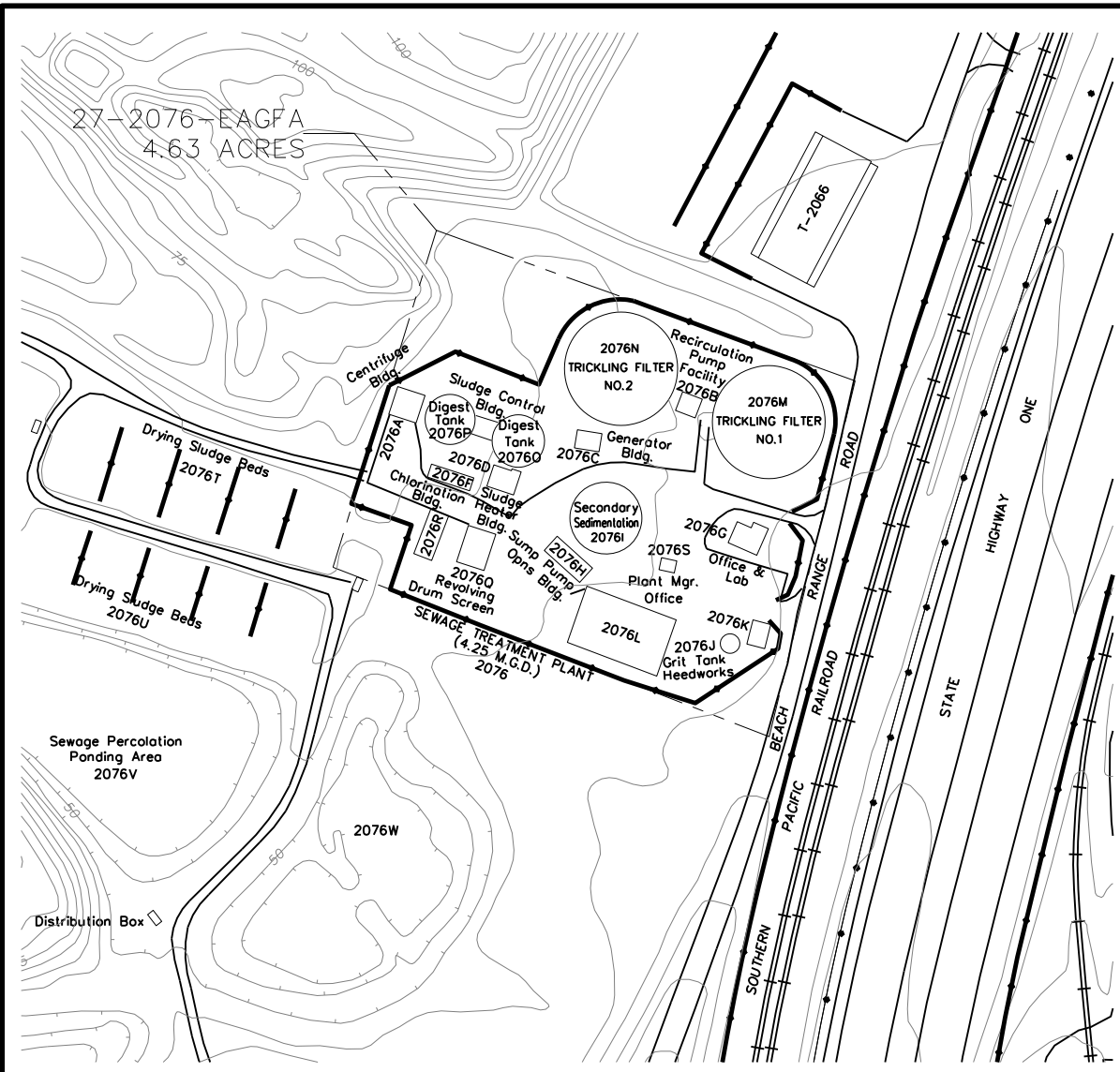
Table 2. Budget.

Item	Hours	Rate	Cost
Task 1. Seed Collection	32	\$26.02/hour	\$832.64
Task 2. Plant Propagation	n/a	\$1.75/plant	\$2,450.00
Task 3. Broadcast Seeding	8	\$26.02/hour	\$208.16
Task 4. Planting	120	\$26.02/hour	\$3,122.40
Task 5. Watering	120	\$26.02/hour	\$3,122.40
Task 6. Monitoring/Inspection	16	\$64.70/hour	\$1,035.20
Task 7. Weed Control	128	\$26.02/hour	\$3,330.56
Task 8. Supplemental Planting	n/a	\$1.75/plant	\$735.00
Task 8. Supplemental Planting	72	\$26.02/hour	\$1,873.44
Total Cost			\$16,709.80

EXHIBIT "C"

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27-2076-EAGFA
4.63 ACRES

PARCEL COORDINATES

NORTHING	EASTING
2137315.81	5735270.71
2136941.31	5735155.73
2136752.87	5735640.60
2137148.44	5735736.09

PARCEL BOUNDARY

ACCESS EASEMENT REQUESTED



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**MARINA COAST WATER DISTRICT
PUBLIC BENEFIT CONVEYANCE APPLICATION
FEE TITLE / EASEMENT REQUESTS**

**WASTEWATER
TREATMENT PLANT**

SHEET WW10
1 OF 1

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 12-B

Meeting Date: July 17, 2023

Prepared By: Garrett Haertel P.E.

Approved By: Remleh Scherzinger P.E.

Agenda Title: End of Year Engineering Report

Staff Recommendation: Receive an End of Year Engineering Report.

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.*

The Marina Coast Water District Engineering Department serves as the in-house technical resource for the District. In that role engineering staff review, design and manage Capital Improvement Plan (CIP) and development (DEV) projects. This update will look at various industry key performance indicators (KPIs) to assess department performance. These include percentage of projects completed, cost to budgeted amount (CIPs), percent unanticipated change orders (CIPs), and staff hours/utilization.

The FY 2022/2023 Budget approved by the Board of Directors included improvements and expansion plans for existing water, recycled water, and wastewater collection systems. The following end of year update provides project updates for those CIP projects identified in the approved budget, renewal and replacement projects not previously identified, and DEV projects.

Discussion/Analysis: This end of year engineering update will focus on the two main areas of workload within the department; CIP Projects and Development Review and workforce utilization.

CIP Projects:

Within the FY 2022/2023 approved budget there were 26 projects identified in the CIP. Of these projects budgeted, 18 were renewal and replacement, 7 engineering improvement and 1 for current development. Budgeted projects include A1/A2 tanks, Ord Village Lift Station Relocation and Replacement, RUWAP Distribution system, and Beach Office Corrosion Improvements. Projects were identified and selected for the CIP based on recommendations within the Water, Sewer and Recycled Water Master Plans prepared by Akel Engineering Group, Inc. dated May 2020 and observed deficiencies and condition assessments.

Management expectation for project completion is 76%. End of year program breakdown is as follows:

- 12 projects, or 46% were completed,
- 11 projects, or 42% were delayed and/or re-budgeted (due to supply chain issues, staff availability, and necessity and/or re-evaluation from the new comprehensive CIP program), and
- 3 projects, or 12% were programmatic type projects funding other project work throughout the year utilizing 1% of the total programmatic budget.

These percentages are in-line with what we would expect based on total program spend. Of the \$15.4 million (M) total budgeted for the CIP program, \$6.9M or 45%, was spent in FY 2022/2023. Engineering department management expectations are $\pm 10\%$ of the engineer's estimate for total completed project spend. This percentage represents accurate project scoping and budgeting and accounts for any potential project changes. In FY 2022/2023, 68% of the total project budgets for the 12 completed projects was spent. This includes 2 projects over the budgeted amount by a combined 10% of budgeted amount and the remaining 83% were under budget.

In *A Review on Change Order and Assessing Causes Affecting Change Order In Construction*, from B.V.M Engineering College, the authors reference studies that reveal a greater number of project changes means reductions in productivity of anywhere from 10 to 30 percent and change order costs typically amount to 10 to 15% of the contract value. Of the 4 main projects within FY 2022/2023 (RUWAP Distribution Mains, Ord Liftstation and Force Main and Gigling Force Main, A1/A2 Tanks and B/C Booster Station, and Booker Lift Station Projects), that had total contract amounts for total project lifespan of \$29.1M, there was an unanticipated change order amount of \$1.4M or 4.8%. Having an unanticipated change order percentage half to one-third of the industry standard, proves project delivery efficiency for the department.

DEV Projects:

In FY 2022/2023 District Engineering staff completed work and improvement plan review on 28 separate major DEV projects. Major DEV projects are all development projects not including Additional Dwelling Unit (ADU) projects and small renovation reviews, such as adding an additional bathroom within an existing home. Major DEV project scope includes project setup, associated project review, coordination, and construction of infrastructure that has become or will become assets of the District. This list includes:

- 9 phases of the Dunes Development Project,
- 2 phases of the Sea Haven Development Project,
- 2 Projects related to 5 Phases of the Enclave at Cypress Grove Development Project,
- Seaside Resort Project,
- Lower Stilwell Development,
- Veterans Transition Center – Lightfighter Village Development,
- Campus Town Project,
- City of Marina Blight Removal Project,
- CHISPA – East Garrison Apartments Project,
- Marina Station Development,
- Quick Quack Car Wash Project,
- Abdy Way Subdivision Project,
- Imjin Parkway Landscape Project,
- Nurses Barracks Renovation Project,
- Hampton Inn Project,
- Home 2 Suites Project,
- Chartwell High School Temporary Campus Development,
- Joby Aviation Project,
- Surplus Area II Demolition Project, and
- CSUMB Stadium Project.

Nine of these projects (32%) were completed in FY 2022/2023. In addition, staff is working on 22 small development projects as defined above.

Engineering staff is working to generate metrics to track DEV projects. These metrics will include timing from initial submission of plans to returned comments or approval letter, staff and consultant workload requirements, and number of outstanding projects and why. These metrics will support the department's drive towards efficacy by improving project costing, fee rates, staff demands and customer service.

Workforce Utilization:

The Engineering Department had 6 full time equivalent (FTE) staff positions budgeted and available for project work. Of those 6 FTEs, or 12,480 available working hours, 64%, or 8,008 hours, were staffed and utilized throughout FY 2022/2023. This reduced engineering capacity was due to staff turnover and managing significant vacancies within the fiscal year. Of the staffed hours, 5,100, or 64% were able to be billed to a specific task or project. This includes managing internal program project work and CIP and DEV projects.

21%, or 1,700 hours were spent on initiating and completing various phases of CIP projects in FY 2022/2023. 2,300 hours, or 29% of the staffed hours for FY 2022/2023 was spent on DEV project activities. This includes plan review, infrastructure agreement preparation and completion, project inspections, and project closeouts. What it does not capture is small development review including ADU project reviews and other non-standard small projects. The department is working to improve project accounting and capture these projects going forward.

Process Improvements:

Finally, the Engineering Department has spearheaded an internal project to develop a CIP tool for budgeting, forecasting and tracking projects. This tool has aided in the development of a long-term, comprehensive CIP that can easily be modified to account for changing infrastructure demands and fiscal and construction environments. This tool also aids in understanding the financial impact of a planned CIP versus a reactionary run-to-failure approach. The tool is being updated and it is planned to include DEV projects going forward.

The engineering department has been restructured to include Information Technology (IT). This change will assist in the seamless integration of Geographic Information Systems (GIS) into data systems district-wide, including hydraulic modeling, system mapping, and Computer Maintenance Management System (CMMS) administration.

By understanding the full scope of the demands on the engineering department and staff, this has allowed the department to assess current staff bandwidth for completing projects and activities and the need to hire outside contractors and consultants to complete necessary workloads. Work tasks, such as construction inspections, have been completed and double checked by internal staff without sole reliance on external support. This knowledge has aided in the improvements to the engineering department structure and culture for improving the District.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: An efficient engineering program supports climate adaptation by providing an institutional compartment that is focused on relocating, repairing, and replacing aging and inadequate infrastructure and minimizing overall impacts to the environment and improving resiliency to changes in local environmental conditions. Proper engineering and planning are the catalyst to developing a symbiotic relationship between the placement of necessary systems and the natural environment. A properly planned CIP including development, is an opportunity for the District to take full advantage of its regional leadership role to emphasize reducing its overall organizational footprint on the environment.

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

Material Included for Information/Consideration: End of Year Engineering Update Presentation; and, CIP Update Table.

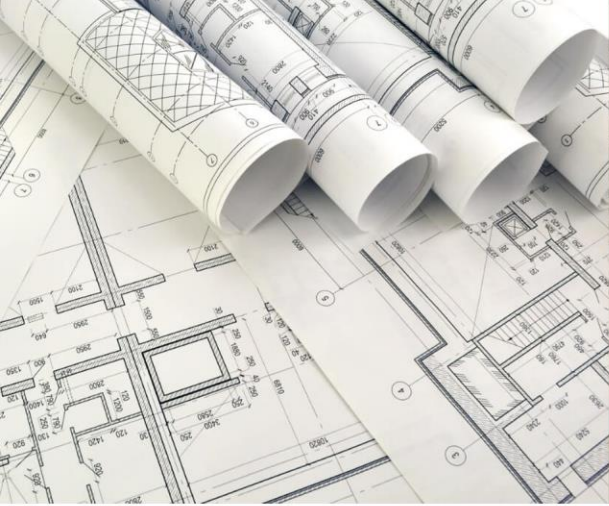
Action Required: _____Resolution _____Motion X Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



MARINA COAST WATER DISTRICT END OF YEAR ENGINEERING REPORT 2023

Garrett Haertel, PE
District Engineer
July 17, 2023

Background



The **Marina Coast Water District (MCWD) Engineering Department** serves as the in-house technical resource for the District. In that role engineering staff review, design and manage Capital Improvement Plan (CIP) and development (DEV) projects.

Background

Engineering Department KPIs

- **Percent Unanticipated Change Orders (CIPs)**
- **Percentage of Project Scopes Completed**
- **Staff Hours / Utilization**
- **Cost to Budgeted Amount (CIPs)**



Background

FY 22/23 Budget – \$47,529,033 (\$15,350,283 CIP)

Approved by the MCWD Board of Directors on May 16, 2022 included improvements and expansion plans for:

- **District Facilities,**
- **Existing Ord & Marina Water System,**
- **Recycled Water System, and**
- **Ord & Marina Wastewater Collections Systems.**

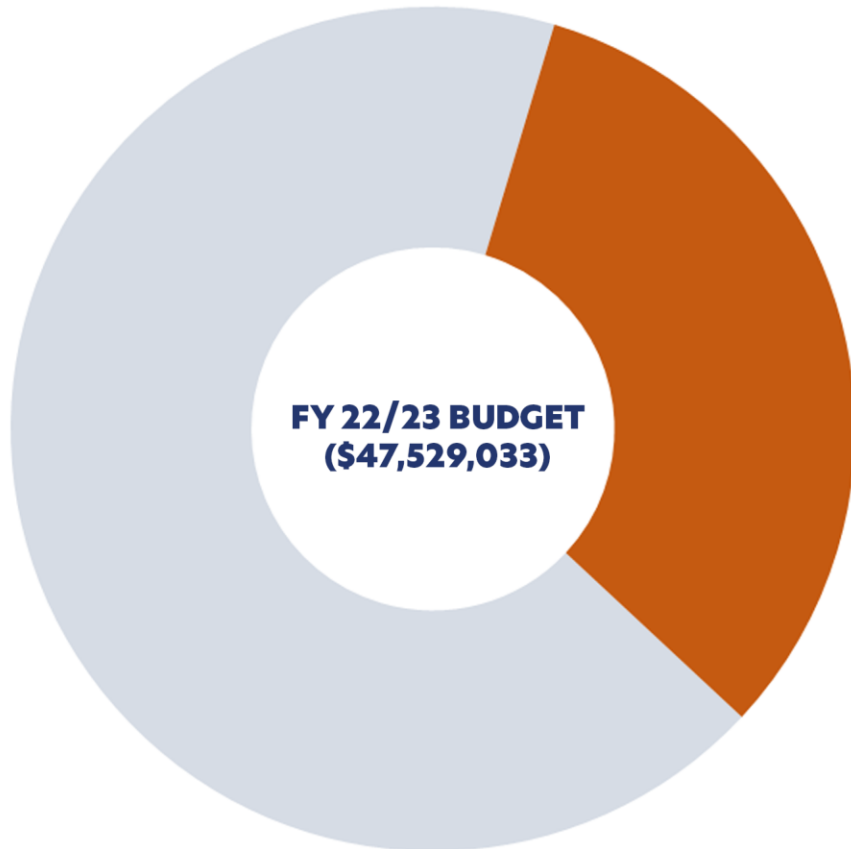
Discussion/Analysis



This end of year engineering update will focus on the three main areas of workload within the department;

- CIP Projects and Development Review and Inspections,
- Workforce Utilization, and
- Process Improvements.

22/23 Capital Improvement Plan (CIP) Projects



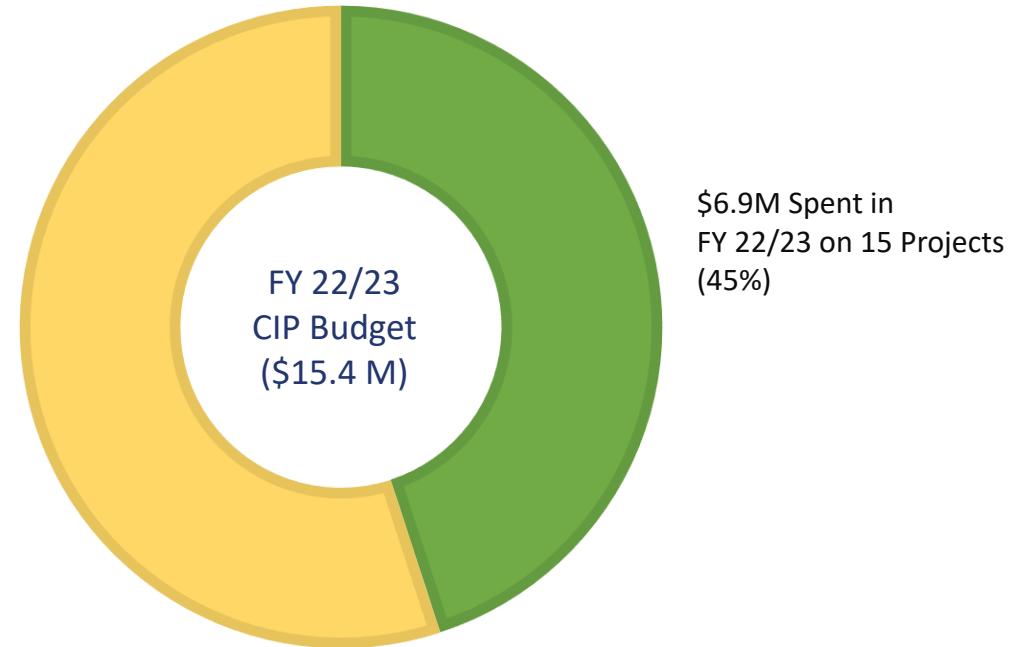
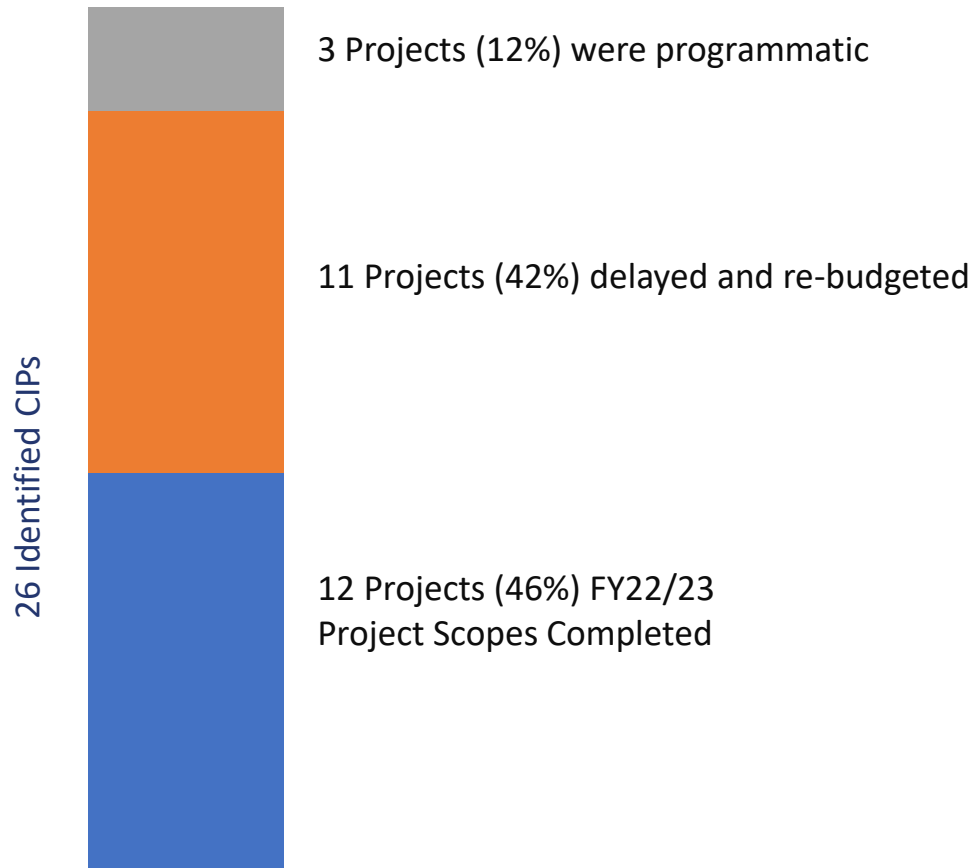
**Capital Improvement
Projects (CIPs)
(\$15,350,283)**

26 Projects Identified in the CIP

- 18 renewal and replacement,
- 7 engineering improvement, and
- 1 for current development.

32% of the Approved Budget

22/23 Capital Improvement Plan (CIP) Projects



22/23 Capital Improvement Plan (CIP) Projects



12 Completed Project Scopes in FY22/23 (\$6.76M)

% Spent of Budgeted Amount - 68%.

2 projects over the budgeted amount,

The two projects combined were over budget by 10%

The remaining 83%, or 10 projects, were under budget.

Engineering Department Management Expectation –

±10% of the Engineer's Estimate for spent % of budgeted amount

This expectation represents a benchmark for the accurate scoping and budgeting of projects and accounts for any potential project changes.

22/23 Capital Improvement Plan (CIP) Projects



Project Change Orders

- Project Change Orders manifest as reductions in overall productivity from 10 to 30%
- Change Orders amounts typically are 10 to 15% of contract value based on studies conducted from B.V.M Engineering College

4 main projects within FY22/23:

(RUWAP Distribution Mains, Ord Lift Station and Force Main and Gigling Force Main, A1/A2 Tanks and B/C Booster Station, and Booker Lift Station Projects)

- Total cumulative contract amounts for total project lifespan – \$29.1M
- Unanticipated change order amount of \$1.4M or 4.8%.

Change Order percentage less than half the standard =
Significant Project Delivery Efficiency

Development (DEV) Projects



- Major DEV projects are all development projects not including Additional Dwelling Unit (ADU) projects and small renovation reviews.
- DEV project scope includes project setup, associated project review, coordination, agreement preparation and approval, and potential construction of infrastructure that has become or will become assets of the District.

Development (DEV) Projects

In FY22/23 District Engineering staff completed work and improvement plan review on 28 separate major DEV projects which include:

- 9 phases of the Dunes Development Project
- Seaside Resort Project
- Lower Stilwell Development
- Home 2 Suites Project
- Chartwell High School Temporary Campus Development
- Veterans Transition Center – Lightfighter Village Development,
- Campus Town Project
- Surplus Area II Demolition Project
- Imjin Parkway Landscape Project
- Nurses Barracks Renovation Project
- Marina Station Development
- CHISPA – East Garrison Apartments Project
- Quick Quack Car Wash Project
- Abdy Way Subdivision Project
- Hampton Inn Project
- Joby Aviation Project
- 2 phases of the Sea Haven Development Project
- 2 Projects related to 5 Phases of the Enclave at Cypress Grove Development Project
- City of Marina Blight Removal Project
- CSUMB Stadium Project

*Blue denotes completed projects or completed phase within the overall project.

9 of these projects (32%) were completed in FY22/23. Staff is working on an additional 22 small development projects.

Engineering staff is generating metrics to track DEV projects. Examples consist of:

- Timing of initial plan submission to returned comments or approval,
- Staff and consultant workload requirements, and
- Number of outstanding projects and why.

These metrics will support the department's drive towards efficiency by improving costing, fee rates, staff demands, and customer service.

Workforce Utilization



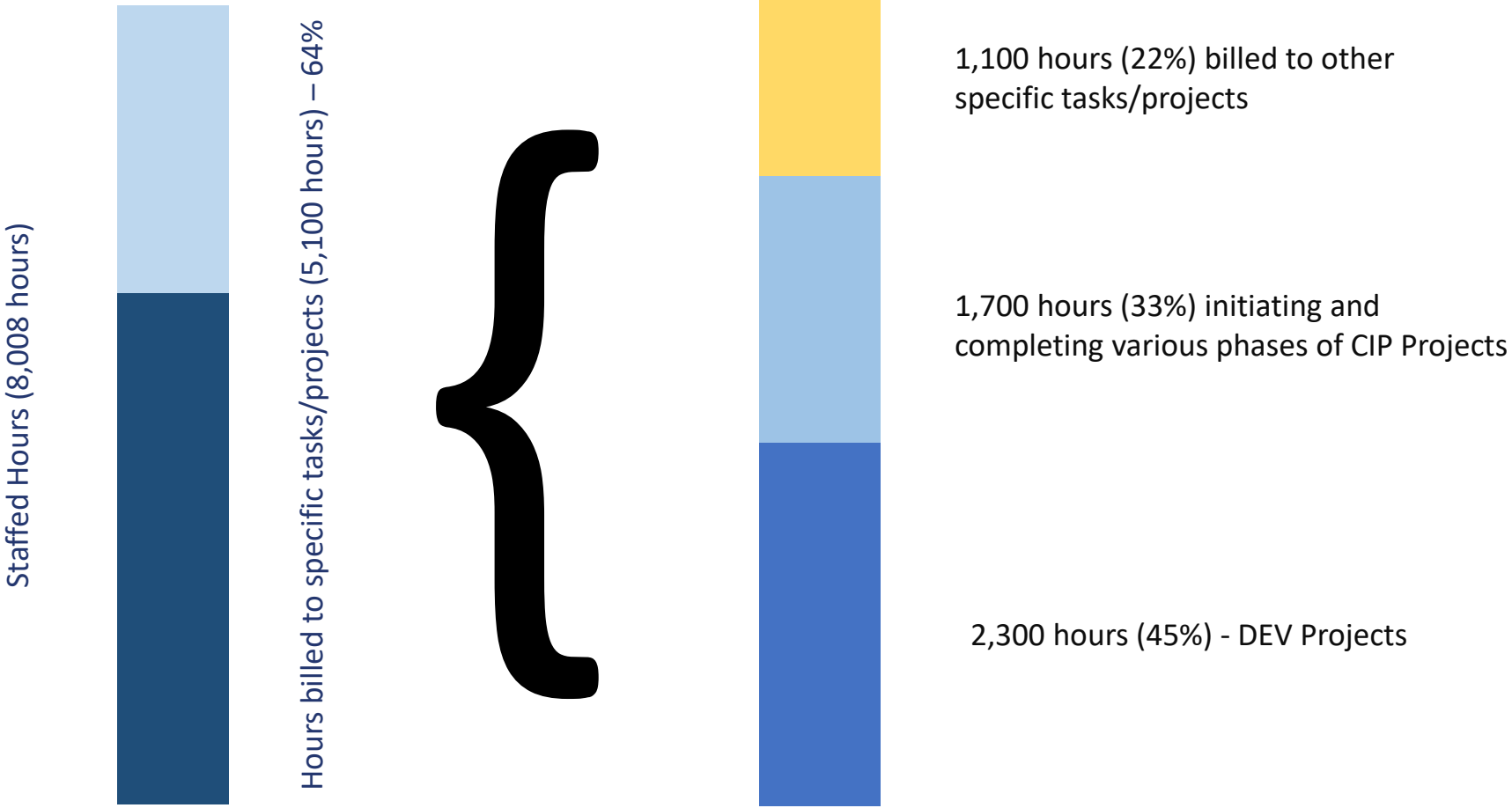
The Engineering Department had 6 full time equivalent (FTE) staff positions budgeted and available for project work in the FY22/23 Budget.

Of the 6 FTEs, or 12,480 available working hours, 8,008 hours (64%) were staffed and utilized throughout FY22/23.

Reduced engineering capacity due to staff turnover is the source of reduced output and reductions in completed work assignments.

With the 64% staffed hours, 46% of CIP Projects and 32% of development projects were completed.

Workforce Utilization



Process Improvements

The engineering department has been restructured to include Information Technology (IT). This will assist in the integration of Geographic Information Systems (GIS) into data systems district-wide, including hydraulic modeling, system mapping, and Computer Maintenance Management System (CMMS) administration

Engineering Department has spearheaded an internal project to develop the CIP tool for budgeting, forecasting and tracking projects.

The tool has aided in the development of a long-term, comprehensive CIP that can easily be modified to account for changing infrastructure demands and fiscal and construction environments.

This tool also aids in understanding the financial impact of a planned CIP versus a reactionary run-to-failure approach. The tool is being updated and it is planned to include DEV projects going forward.

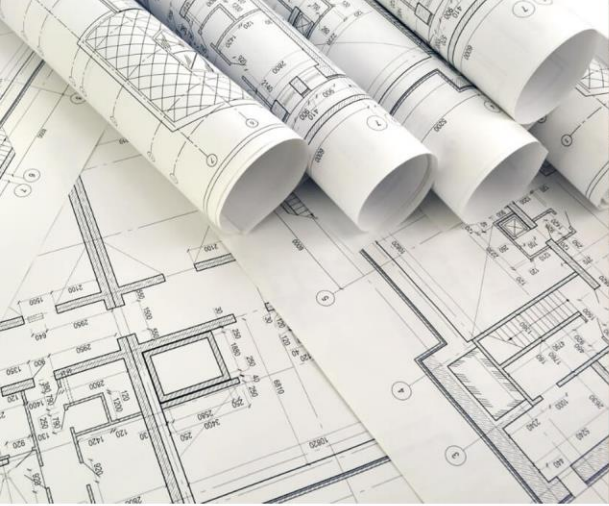
Process Improvements



Process Improvements assist the Department by helping the team:

- Understand the full scope of the demands on the engineering department and staff,
- Assess current staff bandwidth for completing projects and activities and the need to hire outside contractors and consultants to complete necessary workloads, and
- Monitor completed work tasks, such as construction inspections, and double check internal and external work product by internal staff without sole reliance on external support.

Over the last year, the Engineering Department has made significant inroads with both internal and external customers and the knowledge from these metrics will aid in further improvements to the engineering department structure and culture for improving the District.



MARINA COAST WATER DISTRICT
END OF YEAR ENGINEERING REPORT
2023

Questions?



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
1	GW-0112	A1/A2 BC Booster Improvements	<ul style="list-style-type: none"> Two 1.6 MG A-Zone storage tanks B/C-Zone BPS upgrade Associated piping and facilities 	This project will provide water storage for Zone A in the Ord Community and Central Marina. The B and C booster pumps will pump water from Zone A tanks to Zones B and C tanks. It will provide needed storage and fire flows for the community.	Construction - 68% FY22/23 Scope Complete	Patrick Breen	<ul style="list-style-type: none"> A1/A2 Tank Murals complete B/C Pumphouse construction continues; roof complete, pump station manifold complete. Distribution Pipelines under construction
2	GW-0123	B2 Tank Project	<ul style="list-style-type: none"> Additional B-Zone Storage Capacity Adjacent to existing B-Zone Tank Existing CSUMB Easement 	This project is to complete the initial site surveying and environmental clearances for the B2 Tank Project within an existing CSUMB Easement.	Initial Groundwork for Design – 100% FY22/23 Scope Complete	Dominique Bertrand	<ul style="list-style-type: none"> Initial Site Surveying Complete Initial Site Environmental Clearances Complete
3	GW-0311	Intermediate Reservoir Recoat	<ul style="list-style-type: none"> Recoat the tank interior Recoat the tank exterior Rehabilitate structural components of the roof 	The intermediate tank serves as the forebay for the main transmission pipelines from all the Ord wells to both central Marina and Ord communities. The interior coating was delaminating and required replacement. In the process of recoating the interior, roof beams were discovered to be deficient and were replaced.	Complete	Patrick Breen	<ul style="list-style-type: none"> Final Warranty Inspection upcoming.



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
4	GW-0312	Intermediate Reservoir Valve Replacement	<ul style="list-style-type: none"> Replace and add valves to the inlet and outlet of the tank. 	The existing valves were not functioning as needed to allow the tank to be drained (to be recoated). These valves were replaced. Additional valves were installed to improve the ability to isolate the tank to improve operational flexibility.	Complete	Patrick Breen	<ul style="list-style-type: none"> Complete
5	GW-2310	Castroville Pipeline	<ul style="list-style-type: none"> Production of a preliminary conceptual design for the potential alignment of water service pipelines extending the existing MCWD distribution network to the Castroville Community Services District (CCSD). 	To show the feasibility of a potential alignment of water service pipelines extending MCWD's distribution system to CCSD.	Conceptual Design – 100% FY22/23 Scope Complete	Dominique Bertrand	<ul style="list-style-type: none"> Draft conceptual design completed March 2023 Project Progress Meeting April 2023
6	GW-0378	Well 12 Rehab	<ul style="list-style-type: none"> Initial Investigations to Identify and Develop Rehabilitation Requirements 	Well 12 needs Rehabilitation and Treatment for high temperature and hydrogen sulfides in order to work as regular supply source.	Construction – 25%	Dominique Bertrand	<ul style="list-style-type: none"> Design Contract April 2023 Well Assessment May 2023 Electrical Systems Assessment May 2023 Well Pump Component Install July 2023 Pumping Test July 2023



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
7	OS-0147	Ord Village LS & FM	<ul style="list-style-type: none"> Relocate Ord LS east of Hwy 1 Install approximately 4,500 LF of 10" SSFM in new alignment. 	This project replaces a 50+ old SSFM for Ord and Giggling LS that has leaked and is not accessible by O&M. Several SSOs has occurred from these SSFM in past. Relocating the Ord LS will eliminate two highway crossings and restores environmentally sensitive CA State Parks land.	Complete	Andrew Racz	<ul style="list-style-type: none"> Project Complete – closing out financials
8	OS-0152	Hatten & Booker LS Improvements	<ul style="list-style-type: none"> Rehabilitate existing LS using submersible pumps and new wet well. 	This project will replace the smaller lift stations that are beyond their useful life as a submersible wet well configuration LS.	Complete	Andrew Racz	<ul style="list-style-type: none"> Project Complete
9	OS-0153	Misc. Lift Station Improvements	<ul style="list-style-type: none"> Conduct Programmatic Improvements as issues at Lift Stations are identified. 	Ongoing programmatic Lift Station Improvements address asset failures of District's aging Lift Stations and extend asset life.	Design – 10%	Garrett Haertel	<ul style="list-style-type: none"> Program identified 6 projects Project creation and completion dependent upon equipment lead times
10	OS- 0218	Gigling Lift Station Renovation	<ul style="list-style-type: none"> Replace existing wet pit/dry pit pump station with wet pit submersible pumping station 	The Pumping Station has reached the end of asset life.	Design – 0%	Andrew Racz	<ul style="list-style-type: none"> Project Rescheduled pending Army Housing final designs



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
11	OS-0348	Odor Control for Imjin parkway LS	<ul style="list-style-type: none"> Conduct programmatic odor control activities as sites are identified. 	Ongoing programmatic odor control efforts reduce corrosive environments that deteriorate sewer infrastructure and efforts also address public concerns at identified location.	Design – 100%	Andrew Racz	<ul style="list-style-type: none"> Project site design completed April 2023 Construction complete September 2023
12	OS-2301	CIPP Lining of 1 st . St. Sewer Lines (550')	<ul style="list-style-type: none"> Rehabilitate 550 LF of clay pipe through cured in place pipe (CIPP) methods. 	TV inspection indicates clay pipe is in poor condition.	Complete	Derek Cray	<ul style="list-style-type: none"> Project Complete
13	OS-2303	Hatten Lift Station Improvements	<ul style="list-style-type: none"> Replacement of existing Lift Station with Complete Flygt Package Unit with (2) 2HP Pumps (112 GPM each) and adding SCADA 	Pumping equipment needs replacement to extend asset life.	Complete	Derek Cray	<ul style="list-style-type: none"> Replacement Station parts procured. O & M in-house install
14	OS-2304	Hodges Lift Station Improvements	<ul style="list-style-type: none"> Replace (2) 3 HP pumps (94 GPM each) and associated piping to retrofit Flygt pumps as necessary. 	Pumps have reached end of asset life and need replacement.	Design – 25%	Derek Cray	<ul style="list-style-type: none"> Project completed FY23/24 pending Flygt Equipment availability
15	OS-2305	Lightfighter Manhole Rehabilitation and Lining	<ul style="list-style-type: none"> Rehabilitate and line 21 sewer manholes along Lightfighter. 	Manholes are deteriorated and need refurbishment to extend asset life.	Design - 60%	Derek Cray	<ul style="list-style-type: none"> O & M finalizing bid package Construction delayed – complete 2Q FY24



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
16	OW-0193	Imjin Pkwy Water Main Pipeline	<ul style="list-style-type: none"> Install 2,800 LF of 12-inch water main 	This project will improve connectivity within the Zone B between the Airport/UCMBest and Abrams/Preston Park area.	Complete	Andrew Racz	<ul style="list-style-type: none"> Part of RW-0174 project
17	OW-0201	Giggling Transmission Main - D Booster to General Jim Moore	<ul style="list-style-type: none"> Install 1,800 LF of 12-inch water main 	This project will replace an existing 12" AC water main that has leaked and repaired several times.	Design – 0%	Andrew Racz	<ul style="list-style-type: none"> Request for Proposal for Design services distributed August 2023
18	OW-0306	D-Zone Booster Pump Replacement	<ul style="list-style-type: none"> Replace one existing 50 HP (950 GPM) D-Zone Booster pump with a larger pump (100HP 2,000 GPM) to match specifications of remaining pump with new motor, pump and motor control center 	Currently 1 D-Zone Pump is undersized and near the end of useful life. Lacing with a larger pump will also extend the life of the remaining pump. MCC also needs replacement.	Design – 75%	Derek Cray	<ul style="list-style-type: none"> VFDs procured Project design and construction completion dependent upon pump availability
19	OW-2302	East Garrison Second Supply	<ul style="list-style-type: none"> Add a second supply pipeline connection between East Garrison and F Reservoir via Watkins Gate alignment. This is for approximately 4,000 LF of 12" pipe and appurtenances 	East Garrison system only has one supply source and needs a second source for redundancy and emergencies.	Environmental Permitting – 0%	Andrew Racz	<ul style="list-style-type: none"> Full multi-year scope identified, and projects slated for future fiscal years Initiated environmental surveys June 2023



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
20	OW-2306	Ord Blight Removal and Demolition	<ul style="list-style-type: none"> Demolish of military structures located at the MCWD Corporation Yard and Ord Wastewater Treatment Facility. 	FORA initiated project to remove aging structure and improve site safety.	Design – 10%	Derek Cray	<ul style="list-style-type: none"> Engineering and O&M to Complete Project scope based on Corporation Yard long-term planning efforts
21	RW-0174	RUWAP - Distribution Mains	<ul style="list-style-type: none"> Install 5-mile of RW pipe 12 PRV stations and appurtenances including backflow prevention devices and meters. 	This project will Implement Recycled Water as a water source to meet the needs of MCWD's customers & to augment the current groundwater supply for the former Fort Ord.	Complete	Andrew Racz	<ul style="list-style-type: none"> Substantial construction complete 5 CSUMB turnouts/PRVs to be completed upon final negotiations in separate contract
22	RW-2307	RUWAP – Distribution System	<ul style="list-style-type: none"> Provide onsite system improvements for Recycled Water as identified. 	Programmatic budgeting to provide onsite Recycled Water System improvements as sites are constructed and request assistance.	Design – 30%	Dominique Bertrand	<ul style="list-style-type: none"> Online training and permitting portal complete Program information published New service areas identified
23	WD-0106	Corp Yard Demolition and Rehab	<ul style="list-style-type: none"> Includes supplemental blight removal of rehabilitation of buildings not covered by Project OW-2306. 	Project supplements budget needs to repair/replace existing facilities at Corporation Yard.	Construction – 0%	Andrew Racz	<ul style="list-style-type: none"> Vehicle storage areas to be completed Final design to be identified once permanent Corp Yard location determined
24	WD-0379	Beach Office Corrosion Improvements	<ul style="list-style-type: none"> Replace doors and frames. 	Doors and frames are corroded and failing.	Complete	Derek Cray	<ul style="list-style-type: none"> Construction complete January 2023



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
25	WD-2308	SCADA Improvements	<ul style="list-style-type: none"> Project includes a variety of efforts including: upgrade to latest InTouch version, update interface screens, add pressuring, pump efficiency, and power monitoring, new switches and alarms at various sites, chlorine dosing capabilities, cellular backup, and others. 	Remote monitoring and control capabilities need enhancement to increase operational efficiency and risk management.	Construction – 5%	Derek Cray	<ul style="list-style-type: none"> Construction activities initiated Cell phone APN under construction Phase I complete 1Q FY24
26	WD-2309	Water/Sewer Pipeline Replacement Program (R/R)	<ul style="list-style-type: none"> Replace failing and/or old pipeline through an annual program. 	Programmatic budgeting to provide Pipeline Replacement needs as identified to prevent systematic pipeline failures over time.	Design – 0%	Derek Cray	<ul style="list-style-type: none"> Intermediate tank coating and valves Projects Valve insertion project at D-booster station, includes (2) 12" and (1) 6" valves

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 12-C

Meeting Date: July 17, 2023

Prepared By: Garrett Haertel P.E.

Approved By: Remleh Scherzinger P.E.

Agenda Title: Adopt Resolution No. 2023-29 to Amend the FY 2022-2023 Capital Improvement Budget to Fully Fund the A1/A2 Reservoir and B/C Booster Station Project and the Intermediate Reservoir Recoating and Replacement Projects

Staff Recommendation: Adopt Resolution No. 2023-29 to amend the FY 2022-2023 Capital Improvement Budget to fully fund the A1/A2 Reservoir and B/C Booster Pump Station Project (GW-0112) and the Intermediate Reservoir Recoating (GW-0311) and Valve Replacement (GW-0312) projects.

Background: *Strategic Plan, Element No. 2 Infrastructure – 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.*

On March 15, 2021, MCWD approved a Resolution to:

1. Award a Construction Contract to Anderson Pacific for the A1/A2 Reservoir and B/C Booster Pump Station Project in the amount of \$12,986,500.00, plus a 2-percent contingency for a total amount not-to-exceed \$13,246,230; and,
2. Award a Construction Management Professional Services Agreement to Psomas for CIP # GW-0112 in the total not-to-exceed dollar amount of \$935,760; and,
3. Authorize a Budget Amendment to increase the CIP Budget for CIP # GW-0112 to \$15,131,990; and,
4. Authorize the Interim General Manager to issue a Notice of Award, to execute the Construction and Professional Services Contracts and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

The A1/A2 Reservoirs and B/C Booster Pump Station Project (the Project) includes two new 1.6-million-gallon potable water storage tanks (reservoirs) and a new B/C Booster Pump Station (BPS). The A1/2 reservoirs will replace the existing Sand Tank and will greatly subsidize the Intermediate Tank's A Zone storage capacity and improve fire-suppression service within the A-zone. The new BPS will pump water from the new reservoirs to the existing B and C pressure zone reservoirs and distribution systems.

Project design was completed by Schaaf & Wheeler under their on-call contract (Resolution No. 2017-67) and included sub-consultants TJC Engineering performing electrical and mechanical design, Whitson Engineering performing surveying and Denise Duffy & Associates (DDA) conducting environmental and CEQA work. Denise Duffy & Associates prepared an Initial

Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this project.

Due to the magnitude of this project, a Construction Management firm to manage the project was needed. The District hired Psomas to provide the skilled technical and professional personnel necessary to perform overall Construction Management (CM).

In order to keep the project on schedule, work was done in FY 2022/2023 that exceeded the planned annual budget for the overall project. Additional funding in the amount of \$745,214 is required to close out the FY 2022/2023 budgeted CIP Project GW-0112.

The Intermediate Reservoir Recoating and Replacement projects were two CIPs to perform emergency repairs to a critical 200,000 gallon potable water tank serving both Central Marina and the Ord Community. Contracts were awarded to Toledo Industrial Coatings to repair and recoat the interior of the tank (GW-0311), and to Anderson Pacific to replace the tank’s inlet and outlet valves (GW-0312). Work on both contracts was completed in 2022, and additional funding in the amount of \$7,834 is needed to close out both projects.

Discussion/Analysis: Capital improvement funding for the A1/A2 Reservoir and B/C Booster Pump Station Project (GW-0112) was budgeted at \$4,561,843. Total actual costs of project work, including the construction contract, CM, engineering, and inspection services, were \$5,307,057, and an additional \$745,214 was expended to continue project progress and stay on schedule.

To fully fund the A1/A2 Reservoir and B/C Booster Pump Station Project, staff recommends amending the project capital improvement budget. The A1/A2 Reservoir and B/C Booster Pump Station Project is budgeted as a Marina Water and Ord Water project with 100% bond funding. The proposed budget amendment is as follows:

CIP Budget Amendment	Budget	Change	Balance
From: OS-0153 Misc. LS Improvements (Bond)	\$ 783,468	\$ (427,170)	\$ 356,298
From: OW-0193 Imjin Pkwy Pipeline (Bond)	\$ 318,044	\$ (318,044)	\$ 0
To: GW-0112 A1/A2 Tank – B/C Bster Stn. (Bond)	\$ 4,561,843	\$ 745,214	\$ 5,307,057

The Miscellaneous Lift Station Improvements CIP sets aside bond funding to conduct programmatic improvements as issues are identified. Of the \$797,969 budgeted as amended for FY 2022-2023, approximately \$783,000 remained unspent as of the close of the fiscal year. The Imjin Parkway Pipeline Project (OW-0193) was completed, and \$318,044 bond funds remained available.

Capital improvement funding for the Intermediate Reservoir projects included \$190,000 for Recoating/Reconditioning (GW-0311) and \$130,000 for Repair/Replacement of Valves (GW-0312) in the FY 2021-2022 CIP budget. Project benefit to the Marina/Ord service areas was determined to occur at a 32%/68% split, respectively. No additional funding was budgeted for FY 2022-2023. Both projects were completed successfully and timely in 2022, and additional

funding is now needed for each project to balance final invoices and close project books. The proposed budget amendment is as follows:

CIP Budget Amendment	Budget	Change	Balance
From: WD-2309 Water/Sewer Pipeline R/R (MW)	\$ 32,364	\$ (2,507)	\$ 29,857
From: WD-2309 Water/Sewer Pipeline R/R (OW)	\$ 101,712	\$ (5,327)	\$ 96,385
To: GW-0312 Int. Reservoir Replacement (MW)	\$ 10,441	\$ 2,507	\$ 12,948
To: GW-0312 Int. Reservoir Replacement (OW)	\$ 22,188	\$ 5,327	\$ 27,515

The Water/Sewer Pipeline Replacement Program (WD-2309) CIP sets aside funding to identify and conduct programmatic pipeline replacements as needed, to prevent systematic failures over time. The intermediate reservoir represents a critical node in MCWD’s potable water pipeline network.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not Applicable.

Financial Impact: Yes No **Funding Source/Recap:** FY 2022-2023 CIP Budget amendments from OS-0153, OW-0193, WD-2309 to GW-0112 and GW-0312 respectively.

Material Included for Information/Consideration: Resolution No. 2023-29.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 17, 2023

Resolution No. 2023-29
Resolution of the Board of Directors
Marina Coast Water District
Amend the FY 2022-2023 Capital Improvement Budget

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on July 17, 2023, at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, the District is in need of new A-Zone storage for fire-suppression service within the A-zone; and,

WHEREAS, the District owns and operates the existing B/C Booster Pump Station which has greatly exceeded its useful life and requires replacement; and,

WHEREAS, the District Board of Directors approved construction and construction management contracts on March 15, 2021 to construct the A1/A2 Reservoir and B/C Booster Station Project (GW-0112); and,

WHEREAS, the project required additional spending in excess of the FY 2022/2023 CIP budget for GW-0112 to keep the project on schedule; and,

WHEREAS, an additional \$745,214 in resources is necessary for the project to cover the full amount of the project spend; and,

WHEREAS, emergency repair work to recoat the interior of and replace valves at the Intermediate Reservoir was successfully completed in 2022; and,

WHEREAS, an additional \$7,834 in resources is necessary to fully fund and close out the Intermediate Reservoir Recoating and Replacement projects; and,

WHEREAS, a FY 2022/2023 Capital Improvements Budget amendment is required to resource these projects in order to achieve the desired facility objectives;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby amend the FY 2022/2023 Capital Improvement Budget as follows:

CIP Budget Amendment	Budget	Change	Balance
From: OS-0153 Misc. LS Improvements (Bond)	\$ 783,468	\$ (427,170)	\$ 356,298
From: OW-0193 Imjin Pkwy Pipeline (Bond)	\$ 318,044	\$ (318,044)	\$ 0
To: GW-0112 A1/A2 Tank – B/C Bster Stn. (Bond)	\$ 4,561,843	\$ 745,214	\$ 5,307,057

From: WD-2309 Water/Sewer Pipeline R/R (MW)	\$ 32,364	\$ (2,507)	\$ 29,857
From: WD-2309 Water/Sewer Pipeline R/R (OW)	\$ 101,712	\$ (5,327)	\$ 96,385
To: GW-0312 Int. Reservoir Replacement (MW)	\$ 10,441	\$ 2,507	\$ 12,948
To: GW-0312 Int. Reservoir Replacement (OW)	\$ 22,188	\$ 5,327	\$ 27,515

PASSED AND ADOPTED on July 17, 2023 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____
 Noes: Directors _____
 Absent: Directors _____
 Abstained: Directors _____

 Jan Shriner, President

ATTEST:

 Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-29 adopted July 17, 2023.

 Remleh Scherzinger, Secretary