



# MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: [www.mcwd.org](http://www.mcwd.org)

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## DIRECTORS

GAIL MORTON  
President

JAN SHRINER  
Vice President

HERBERT CORTEZ  
BRAD IMAMURA  
THOMAS P. MOORE

## 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 - Dual Locations**

**920 2<sup>nd</sup> Avenue, Suite A, Marina, California  
and**

**3893 E Loma Vista Street, Gilbert, AZ 85295  
and**

**Zoom Teleconference**

Tuesday, February 20, 2024, 6:00 p.m. PST

**Staff and Board members will be attending the February 20, 2024 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](mailto:priso@mcwd.org) by 9:00 am on Tuesday, February 20, 2024; 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/81651924801?pwd=K21KUFU5V2JqWU5lakVUZEoremc2Zz09>

Passcode: 380489

To participate via phone: 1-669-900-9128; Meeting ID: 816 5192 4801 Passcode: 380489

***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**

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, Wednesday, February 14, 2024. 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.

**3. Pledge of Allegiance**

**4. Presentations**

- A. [Adopt Resolution No. 2024-10 to Recognize Teodulfo Espero, Information Technology Administrator, for 5 Years of Service to the Marina Coast Water District](#)  
(Page 1)
- B. [Receive Two Plaques from the American Public Works Association, Monterey Bay Chapter, for Two Capital Improvement Projects - 1\) the Ord Village Lift Station and Force Main Replacement Project; and, 2\) the Regional Urban Water Augmentation/Recycled Water Distribution Pipelines](#)  
(Page 5)

**5. 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. Disruptive behavior may result in removal of the individual responsible.*

**6. Closed Session**

- A. Pursuant to Government Code 54956.9(d)(2)  
Conference with Legal Counsel – Threat of Potential Litigation  
Two Potential Cases
- B. Pursuant to Government Code 54956.8  
Conference with Real Property Negotiator  
Property: Armstrong Ranch Property  
Negotiating Parties: Sunberry Growers, LLC. and MCWD Negotiators (Legal Counsel and General Manager)  
Under Negotiation: Price and Terms

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

**7. 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.*

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

\* \* \* \* \*

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

**A. Action Item**

- 1. [Adopt Resolution No. 2024-GSA01 Authorizing a Sub-grant Agreement between Marina Coast Water District Groundwater Sustainability Agency and the Salinas Valley Basin Groundwater Sustainability Agency for Department of Water Resources Grant Number 4600015624 Sustainable Groundwater Management Act Implementation Grant for the Monterey Subbasin](#)  
(Page 6)

## 10. Return to Marina Coast Water District Matters

\* \* \* \* \*

## 11. Consent Calendar

- A. Receive and File the Check Register for the Month of January 2024  
(Page 78)
- B. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of January 22, 2024  
(Page 85)
- C. Receive the 4th Quarter 2023 Sewer Flow Report  
(Page 94)
- D. Receive the District FY 2024-2025 Draft Budget Schedule and Set Date for the FY 2024-2025 Budget Workshop  
(Page 97)

**12. Action Item** *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. 2024-11 to Approve the Application for the U.S. Bureau of Reclamation WaterSMART Grant Program for FY 2024/2025  
(Page 99)

**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. Executive Committee
  - 2. Community Outreach Committee
  - 3. 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), and time(s):*

*Special Meeting: Thursday, February 22, 2024, 6:00 p.m.*

*Regular Meeting: Monday, March, 18, 2024, 6:00 p.m.*

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 4-A

**Meeting Date:** February 20, 2024

**Prepared By:** Garrett Haertel, PE

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Adopt Resolution No. 2024-10 Recognizing Teo Espero, Information Technology Administrator, for 5 years of Service to the Marina Coast Water District

**Staff Recommendation:** Adopt Resolution No. 2024-10 recognizing Teo Espero for 5 years of dedicated service as the Information Technology (IT) Administrator for the Marina Coast Water District and Groundwater Sustainability Agency and award him a plaque and/or gift certificate.

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

**Discussion/Analysis:** Mr. Espero joined the District in February 2019. His dedication to ensuring that the District’s IT functions continue to operate at an exceptional level cannot be understated. Mr. Espero has demonstrated his willingness to take on new challenges to meet the needs of the District. His vigilance and constant attention to system functionality and potential threats has ensured the District’s continued operations with no major incursions or disruptions.

During Mr. Espero’s first five years with the District, he has been involved in improving overall IT functionality. Mr. Espero has improved the District’s Cybersecurity posture by transitioning the District to a security system with intrusion detection and prevention capabilities. This also includes adopting and integrating the Cal-Secure framework into the District’s strategic technological planning, investments, and processes. Mr. Espero has additionally improved the District’s cyber-resiliency capabilities that includes improving backup connectivity for all office locations and improved backup systems and moving critical District systems to the cloud.

Further, Mr. Espero has expanded the capabilities of the District’s Geographic Information System (GIS)-enabled Asset Management System (AMS or CityWorks) by modifying asset data re-configurations, upgrading the GIS platform version to support additional functions, improving access to up-to-date aerial map imaging service, and integrating the closed-circuit television (CCTV) inspection workflow into CityWorks. Mr. Espero has also implemented improvements to the District’s Enterprise Resource Planning (ERP) software. The ERP programs manage the administrative and financial functions of the District. The completed improvements include moving the software to a more capable server, fully implementing the Human Resources (HR) module, cleaning up data, and making the program ready for migration to the cloud.

Mr. Espero diligently works to provide support to all departments within the District with their technical, data and reporting needs. Teo Espero is an example of dedication to our community, and we recognize him for five years of outstanding service to the District and wish him many more to come.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Action:** Not applicable.

**Financial Impact:**  Yes  No      **Funding Source/Recap:** Hospitality & Awards – All Cost Centers

**Material Included for Information/Consideration:** Resolution No. 2024-10.

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

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Board Action

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

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

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

February 20, 2024

Resolution No. 2024-10  
Resolution of the Board of Directors  
Marina Coast Water District  
Recognizing Teo Espero, Information Technology Administrator,  
for 5 Years of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on February 20, 2024 at 920 Second Avenue, Suite A, Marina, California, as follows:

WHEREAS, Teo Espero joined the District on February 25, 2019 as the Information Technology (IT) Administrator; and,

WHEREAS, his constant thirst for knowledge has been instrumental in the improvement of many of the District Systems, and,

WHEREAS, beyond the day-to-day needs of his position, his talents range further from preparing professional documents with artistic flair to overseeing the management of Capital Improvement Projects, and,

WHEREAS, his eagerness to support other divisions and departments when needed has provided invaluable benefit to other District departments such as the Administration Department and specifically the customer service division, and,

WHEREAS, Mr. Espero’s natural and pleasant support style have done him great credit and facilitated great service to the District and our communities.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognize Teo Espero for dedicated service to the District during his 5 years, presents him with a plaque and gift certificate, and wishes him continued success with the District.

PASSED AND ADOPTED on February 20, 2024, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

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

ATTEST:

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Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-10 adopted February 20, 2024.

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Remleh Scherzinger, Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 4-B

**Meeting Date:** February 20, 2024

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger PE

**Agenda Title:** Receive Two Plaques from the American Public Works Association, Monterey Bay Chapter, for Two Capital Improvement Projects - 1) the Ord Village Lift Station and Force Main Replacement Project; and, 2) the Regional Urban Water Augmentation/Recycled Water Distribution Pipelines

**Staff Recommendation:** The Board of Directors receive two plaques from the American Public Works Association, Monterey Bay Chapter, for the Ord Village Lift Station and Force Main Replacement Project; and, the Regional Urban Water Augmentation/Recycled Water Distribution Pipeline Project.

**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. Remleh Scherzinger, General Manager, will present the plaque to the Board.

**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:** None.

**Action Required:**     Resolution     Motion     Review

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Board Action

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

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

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



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

**Agenda Item:** 9-A

**Meeting Date:** February 20, 2024

**Prepared By:** Patrick Breen

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Adopt Resolution No. 2024-GSA01 Authorizing a Sub-grant Agreement between Marina Coast Water District Groundwater Sustainability Agency and the Salinas Valley Basin Groundwater Sustainability Agency for Department of Water Resources Grant Number 4600015624 Sustainable Groundwater Management Act Implementation Grant for the Monterey Subbasin

**Staff Recommendation:** The Board of Directors adopt Resolution No. 2024-GSA01 authorizing a sub-grant agreement between Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA) and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) for Department of Water Resources (DWR) Grant Number 4600015624 Sustainable Groundwater Management Act (SGMA) Implementation Grant for the Monterey Subbasin.

**Background:** *Strategic 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.*

**Detailed Description:** In January 2022, the District adopted a Groundwater Sustainability Plan (GSP) for the Monterey Subbasin and submitted it to the Department of Water Resources. The plan provides a path to achieve and document sustainable groundwater management within 20 years and preserves the long-term sustainability of the Monterey Subbasin now and into the future.

The Monterey Subbasin GSP was developed pursuant to the SGMA and submitted to the DWR on January 31, 2022, and subsequently approved by DWR on April 27, 2023.

The Monterey Subbasin is divided into two management areas; the Marina-Ord area which is managed by the MCWDGSA, and the Corral De Tierra area which is managed by the SVBGSA.

In November 2022, the Board authorized an application to the DWR for the 2021 Sustainable Groundwater Management Grant program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 and the budget Acts of 2021 & 2022 for the Monterey GSP Implementation.

Funding requests for implementation activities in both the Maria Ord area and the Corral De Tierra area of the Monterey Subbasin were included in the grant application.

In January, DWR Awarded Grant Agreement 4600015624 to the MCWDGSA in the amount of \$6,447,910 for GSP Implementation in the Monterey Subbasin (attached). The grant agreement is between DWR and MCWDGSA. The grant was awarded for the entire subbasin inclusive of both management areas. Since MCWDGSA was the “applicant” for the grant, the grant

agreement for the Monterey Subbasin grant is between DWR and MCWDGSA and includes funding requested by SVBGSA for Corral De Tierra GSP Implementation activities.

As the “Grantee” MCWDGSA will be responsible for the administration of the grant including the submission of quarterly reports, reimbursement, invoicing, and grant completion reporting.

To memorialize how the grant would be administered (between MCWDGSA and SVBGSA), staff from both agencies developed a “sub-grant” agreement (attached) for the grant. The agreement details how the two agencies will implement the grant and seek reimbursement from DWR.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** Counsel has reviewed the Sub-grant agreement.

**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)). SGMA defines “sustainable groundwater management” as the “management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing undesirable results.” SGMA defines six undesirable results as chronic lowering of groundwater levels, reduction of groundwater storage, seawater intrusion, land subsidence, water quality degradation, and depletions of interconnected surface water.

**Financial Impact:**  Yes  No **Funding Source/Recap:** This grant has a financial benefit (impact) to the MCWDGSA but is a “no match” grant that will not require any funding (source) from the MCWDGSA. The grant provides \$262,610 for the administration services which is intended to cover all costs for administration of the grant agreement and sub-grant agreement.

**Material Included for Information/Consideration:** Resolution No. 2024-GSA01; Subgrant Agreement between MCWDGSA & SVBGSA; and DWR SGMA Implementation Grant No. 4600015624 for the Monterey Subbasin.

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

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Board Action

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

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

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

February 20, 2024

Resolution No. 2024 – GSA01

Resolution of the Board of Directors

Marina Coast Water District Groundwater Sustainability Agency

Authorizing a Sub-grant Agreement between Marina Coast Water District Groundwater Sustainability Agency and the Salinas Valley Basin Groundwater Sustainability Agency for Department of Water Resources Grant Number 4600015624 Sustainable Groundwater Management Act Implementation Grant for the Monterey Subbasin

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 February 20, 2024 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 MCWDGSA in coordination with the SVBGSA developed a GSP for the Subbasin as required by SGMA; and,

WHEREAS, in January 2022, the District adopted a Groundwater Sustainability Plan (“GSP”) for the Monterey Subbasin and submitted it to the Department of Water Resources. The plan provides a path to achieve and document sustainable groundwater management within 20 years and preserves the long-term sustainability of the Monterey Subbasin now and into the future; and,

WHEREAS, the MCWDGSA is responsible for implementing the Monterey Subbasin Groundwater Sustainability Plan for the Marina Ord Area and by agreement the Salinas Valley

Basin Groundwater Sustainability Agency (“SVBGSA”) is responsible for implementing the GSP in the Corral De Tierra portion of the Monterey Subbasin to achieve sustainability by 2042; and,

WHEREAS, the California Department of Water Resources awarded SGMA Implementation Grant No. 4600015624 in the amount of \$6,447,910 to the MCWDGSA for GSP Implementation of the Monterey Subbasin; and,

WHEREAS, SVBGSA is responsible for the implementation of the Monterey Subbasin GSP in the Corral De Tierra area of the Monterey Subbasin; and,

WHEREAS, DWR Grant 4600015624 provides \$2,587,300 for GSP Implementation activities in the Marina-Ord Area and \$3,860,610 for GSP implementation activities in the Corral De Tierra portion of the Monterey Subbasin that the SVBGSA is responsible for implementing; and,

WHEREAS, as the Grantee MCWDGSA will administer the grant and invoice the State for reimbursement for implementation of the grant; and,

WHEREAS, a sub-grant agreement between MCWDGSA and the SVBGSA is necessary to memorialize how grant funded SGMA Implementation activities in the Corral De Tierra will be reimbursed to SVBGSA as a sub-grantee to MCWDGSA DWR SGMA Grant 4600015624.

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

1. Adopt Resolution No. 2024-GSA01 to Authorize a Sub-grant Agreement between Marina Coast Water District Groundwater Sustainability Agency and the Salinas Valley Basin Groundwater Sustainability Agency for Department of Water Resources Grant Number 4600015624 Sustainable Groundwater Management Act Implementation Grant for the Monterey Subbasin; and,
2. authorize the General Manager to execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED February 20, 2024, 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 \_\_\_\_\_

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

ATTEST:

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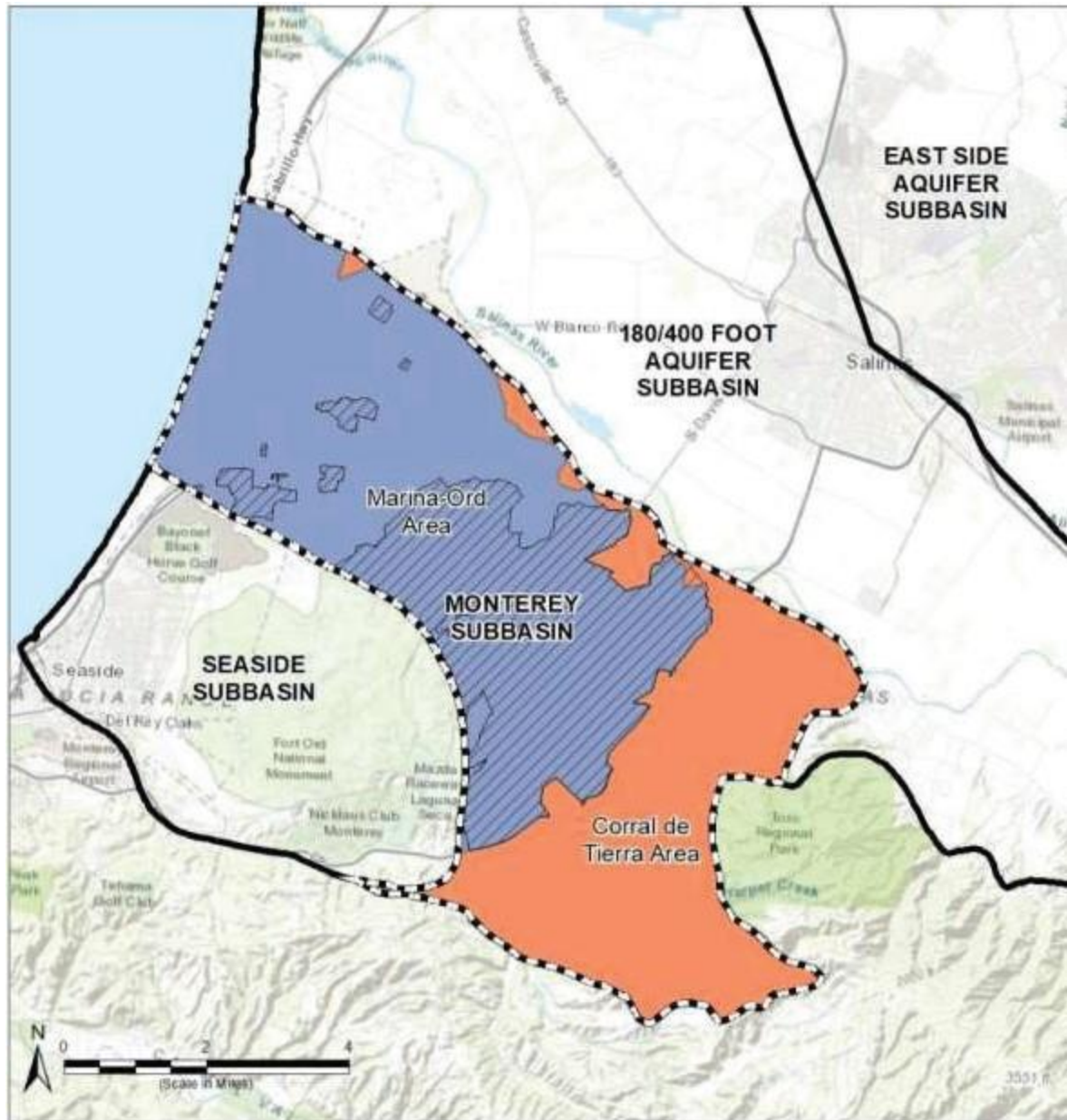
Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District Groundwater Sustainability Agency hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-GSA01 adopted February 20, 2024.

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Remleh Scherzinger, Secretary



**Legend**

-  Monterey Subbasin
-  Other Groundwater Subbasins within Salinas Valley Basin
-  Federal Lands
- Management Areas**
-  Marina-Ord Area
-  Corral de Tierra

**Sources**

1. Basemap is ESRI's ArcGIS Online world topographic map, obtained 22 June 2020.
2. DWR groundwater basins are based on the boundaries defined in California's Groundwater, Bulletin 118 - 2018 Update.

**Management Areas**

Monterey Subbasin  
Groundwater Sustainability Plan  
June 2020

**Figure 1-3**

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
MARINA COAST WATER DISTRICT GROUNDWATER SUSTAINABILITY AGENCY  
AGREEMENT NUMBER 4600015624**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Marina Coast Water District Groundwater Sustainability Agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the GSP Implementation Activities in the Monterey Subbasin (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSP or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 12, 2023, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2026, and no funds may be requested after JUNE 30, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$6,447,910. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
  - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023* (2021 Guidelines).
  - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
  - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
      - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
      - b. Documents that satisfy the CEQA process are received by the State,
      - c. The State has completed its CEQA compliance review as a Responsible Agency, and
      - d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but



are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Bryce Matsumura at 691 N. Laverne Ave., Suite 104, Fresno, CA 93727 or an electronic signature certified and transmitted via DocuSign from authorized representative to [bryce.matsumura@water.ca.gov](mailto:bryce.matsumura@water.ca.gov).

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing

for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
    - i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
    - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
    - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
    - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
    - v. Failure to routinely invoice the State pursuant to Paragraph 7.
    - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
    - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
  - B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
    - i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
    - ii. Terminate any obligation to make future payments to the Grantee.
    - iii. Terminate the Grant Agreement.
    - iv. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
  - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
  - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
  - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than MAY 30, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
- E. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30-days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with

this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
  - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-6713  
Email: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Marina Coast Water District Groundwater  
Sustainability Agency

Remleh Scherzinger  
General Manager  
11 Reservation Road  
Marina, CA 93933  
Phone: (831) 883-5938  
Email: [rscherzinger@mcwd.org](mailto:rscherzinger@mcwd.org)

Direct all inquiries to the Grant Manager:

Department of Water Resources

Bryce Matsumura  
Engineering Geologist  
691 N Laverne Ave Ste 104  
Fresno CA 93727  
Phone: (559) 540-0394  
Email: [bryce.matsumura@water.ca.gov](mailto:bryce.matsumura@water.ca.gov)

Marina Coast Water District Groundwater  
Sustainability Agency

Patrick Breen  
Water Resources Manager  
11 Reservation Road  
Marina, CA 93933  
Phone: (831) 883-5951  
Email: [pbreen@mcwd.org](mailto:pbreen@mcwd.org)

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

18. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Appraisal Specifications

Exhibit L– Information Needed for Escrow Process and Closure

Exhibit M– Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

MARINA COAST WATER DISTRICT GSA

*Arthur Hinojosa*

Arthur Hinojosa  
Manager, Division of Regional Assistance

*Remleh Scherzinger*

Remleh Scherzinger  
General Manager

Date 1/25/2024

Date 1/22/2024

Approved as to Legal Form and Sufficiency

*Robin Brewer* for

Robin Brewer  
Assistant General Counsel,  
Office of the General Counsel

Date 1/25/2024

*KL CB*



## Exhibit A WORK PLAN

**Project Title:** GSP Implementation Activities in the Monterey Subbasin (Project)

**Project Description:** The Work Plan includes activities associated with implementation and outreach for the GSP for the Monterey Subbasin (Subbasin). The Project includes installation of monitoring wells, subbasin-wide data collection, and outreach and engagement for communities within the subbasin including underrepresented communities (URCs). The Work Plan includes four Components:

- Component 1: Grant Agreement Administration
- Component 2: Monterey Subbasin Data Expansion and SGMA Compliance
- Component 3: Project Update Report
- Component 4: Engagement of Interested Parties and Domestic Well Owners

### COMPONENT 1: GRANT ADMINISTRATION

#### Category (a): Grant Agreement Administration

Prepare reports detailing work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Forms (EIFs) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

#### Deliverables:

- EIF(s)
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

### COMPONENT 2: MONTEREY SUBBASIN DATA EXPANSION AND SGMA COMPLIANCE

Component 2 will construct a minimum of two (2) monitoring wells, address anticipated DWR comments on the GSPs, and provide the foundational groundwater basin understanding and model for the 5-year update. These data and modeling are also critical for making decisions on projects and management actions needed to reach sustainability.

**Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Conduct planning and design activities associated with the monitoring well installation. Perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the location of monitoring wells to be installed. Acquire any landowner access agreement(s) necessary to install monitoring wells with adequate access for construction and maintenance. Develop and prepare specifications, bid communications, contracting, and bid award recommendation. Acquire necessary permits required for the well installation(s). Prepare any required CEQA documentation. Complete a Site Health and Safety Plan to use during the well installation process.

Construction may not begin and no costs for Category (c) may be incurred until a exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3. In accordance with Paragraph 13, develop a Project Monitoring Plan that incorporates Post Performance Monitoring Report requirements as defined and listed in Exhibit J.

Deliverables:

- Map of approved locations for monitoring wells
- Bid document(s), if applicable
- Awarded contract(s) and Notice to Proceed, if applicable
- Required permit(s) and environmental documentation
- Project Monitoring Plan

**Category (c): Implementation / Construction**

Install and develop a minimum of two (2) monitoring wells identified in Category (b). Photo-document pre-, during, and post-construction activities. Sample baseline groundwater level and limited water quality (e.g., cations, anions) from the newly installed monitoring wells. Survey well locations and measuring point

elevations. Prepare and submit monitoring well logs, as built monitoring well diagrams, and Well Completion Reports to the DWR Grant Manager. Share progress with interested parties through regular MCWD meetings and SVBGSA Committee meetings.

Deliverables:

- Well Completion Reports
- Photo documentation included within the quarterly Progress Reports
- As Built Monitoring Well Diagrams
- Geophysical Survey Results, if applicable

**Category (d): Monitoring / Assessment**

Task 1: Induction Logging

Conduct annual induction logging of Deep Aquifers monitoring well clusters. Analyze data to profile water quality changes and signs of vertical migration of seawater intrusion into the Deep Aquifer.

Deliverables:

- Induction logs
- Technical report or presentation materials

Task 2: Conduct Aquifer Properties Tests

Select potential wells for aquifer testing in the Corral de Tierra Management Area, considering logistics such as well design, well condition, and water disposal options. Identify nearby wells for testing, negotiate with landowners for well access, and obtain necessary permits. Test each well for a minimum of 8 hours, followed by a 4-hour monitored recovery period. Analyze both drawdown and recovery tests to determine aquifer properties and spatially varying aquifer properties. Draft a technical memorandum including all test data and results, including photos and analyses.

Deliverables:

- Aquifer Properties Tests Technical Memo

Task 3: Establish GDE monitoring

Establish groundwater dependent ecosystem (GDE) monitoring protocols including prioritization of field reconnaissance to verify the presence of GDEs. Extend methodology developed by Central Coast Wetlands Group (CCWG) using state wetland monitoring protocols (RipRam or California Rapid Assessment Method). Use existing wells and additional shallow monitoring wells installed under this Component to monitor the relationships between groundwater levels and GDEs. Review DWRs groundwater GDE monitoring methods for consideration in the development of a GDE monitoring protocol.

Deliverables:

- GDE Mapping and Identification Memorandum Update
- GDE monitoring protocol

Task 4: Incorporate New Data into Hydrogeologic Conceptual Model

Compile all new data generated since original GSP was written, including airborne electromagnetic (AEM) surveys, aquifer tests, new Well Completion Reports, and any newly provided data from interested parties. Use new data to develop enhanced Hydrogeologic Conceptual Model (HCM). Compare new data to existing data and estimate data accuracy and worth using a scientifically sound framework that includes overall geologic history and current groundwater conditions. Refine HCM through comparing resistivities from AEM surveys to borehole geophysical logs, high quality well-completion reports, existing interpretations (such as cross-sections), and known geology. Collaborate between agencies to ensure coherent HCM across both management areas.

Deliverables:

- Refined and enhanced Hydrogeologic Conceptual Model for the Monterey Subbasin

Task 5: Update Salinas Seawater Intrusion Model Based on New Data

Review the Seawater Intrusion Model. Refine and update the Seawater Intrusion Model based on new data and in response to feedback from MCWD and Groundwater Technical Advisory Committee. Update coastal aquifer extents based on the Deep Aquifers Study findings. Collaborate with Seaside Watermaster to update the conceptualization along the Seaside-Monterey Subbasin border.

Deliverables:

- Report summarizing Seawater Intrusion Model updates

Task 6: Recalibrate and Update Salinas Valley Integrated Hydrologic Model (SVIHM) for the Monterey Subbasin

Refine and update the final SVIHM to enhance its usability for SGMA needs, building on a review of the SVIHM under the 180/400-Foot Aquifer Subbasin Round 1 SGMA Implementation Grant (anticipated mid-2023), and in conjunction with updates included in the Salinas Valley Round 2 SGMA Implementation Grant. Assess and improve calibration dataset in the Monterey Subbasin. Update system conceptualization, update existing geologic model. Work with Seaside Watermaster to integrate Seaside model into the SVIHM to improve boundary conditions. Reconcile SVIHM with Seawater Intrusion Model. Review and revise recharge assumptions. Integrate existing Marina-Ord area pumping data into SVIHM and expand pumping dataset inputs. Refine pumping distribution using updated groundwater extraction data. Revisit Monterey Subbasin Deep Aquifer layering assumptions based on Deep Aquifers Study findings. Recalibrate SVIHM and draft report on model updates.

Deliverables:

- Report summarizing model updates

**Category (e): Engagement / Outreach**

Not applicable to this component

**COMPONENT 3: PROJECT UPDATE REPORT**

Component 3 will assist the subbasin GSAs in implementation of identified projects and management actions, including project scoping and analysis of potential project benefits and feasibility, including: Evaluation of regional project benefits and impacts on the Monterey Subbasin, building upon the feasibility study and engineering analysis of regional projects conducted under the Round 1 SGMA Implementation Grant in the 180/400-Foot Aquifer Subbasin; Operationalizing the management guidance from the Deep Aquifers Study together with other agencies and adjacent subbasins; Modeling and evaluating combinations of Marina-Ord, Corral de Tierra, and regional projects, as multiple projects may be needed to mitigate overdraft and address seawater intrusion; Conducting multi-agency coordination and interested party outreach and engagement.

**Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when

possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Task 1: Development of Deep Aquifers Management Options

Develop management actions and monitoring programs of the Deep Aquifers to implement management guidance coming from the Deep Aquifer Study. Engage in a Deep Aquifers agency working group with Monterey County, Monterey County Water Resources Agency, the Seaside Watermaster, and other agencies that manage or monitor aspects of the Deep Aquifers. Refine interim local management options for immediate action. Develop long-term management actions to manage the Deep Aquifers sustainably and prevent further groundwater level declines, seawater intrusion, and subsidence. Strengthen monitoring of the Deep Aquifers and Deep Aquifers management actions based on Deep Aquifers Study recommendations. Operationalize both local and regional management actions through bringing to GSA Boards of Directors for approval.

Deliverables:

- Deep Aquifers Management Recommendations Memorandum
- Deep Aquifers Monitoring Plan

Task 2: Modeling Assessment of Multi-Project Scenarios and Impacts on the Monterey Subbasin

Complete groundwater modeling of multi-project scenarios to assess impacts to Monterey Subbasin and increase understanding of projects and management actions. Build on modeling completed for individual projects and management actions under other grants or grant components, develop realistic combinations of projects and management actions, such as demand management coupled with the MCWD injection well. Work collaboratively to develop model scenarios and inputs and assess outputs.

Deliverables:

- Technical Memo summarizing modeling results

Task 3: Project Update Report

Develop a Project Update Report that summarizes updated information on projects and management actions resulting from this grant and other concurrent work in a comparable, digestible format. Include refined estimates of costs in relation to benefits and potential beneficiaries in the Report. Build off work done under the Round 1 SGMA Implementation Grant in the 180/400-Foot Aquifer Subbasin and include Task 3 modeling of multiple projects together and partial implementation of multiple projects to help refine the options for reaching sustainability across all subbasins. Draft the Report for easy comparison and to enable interested parties to engage in prioritizing, selecting, and moving forward towards sustainability. Ensure Report is complementary to and consistent with similar reports for other subbasins.

Deliverables:

- Project Update Report

**Category (c): Implementation / Construction**

Not applicable to this component

**Category (d): Monitoring / Assessment**

Not applicable to this component

**Category (e): Engagement / Outreach**

Not applicable to this component

**COMPONENT 4: ENGAGEMENT OF INTERESTED PARTIES AND DOMESTIC WELL OWNERS**

Component 4 engages interested parties and conducts outreach in the Corral de Tierra Management Area of the Monterey Subbasin. Engagement builds on SVBGSA's robust collaborative approach and conducts additional outreach to underrepresented communities. It aims to increase awareness of groundwater conditions, SVBGSA efforts, and individual actions that can be undertaken to increase water reliability. Since SVBGSA jointly implements the Monterey Subbasin GSP with MCWD GSA and work relates to and at times overlaps with work of other agencies, SVBGSA will collaborate with partner agencies to ensure coordination of efforts.

**Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Not applicable to this component

**Category (c): Implementation / Construction**

Not applicable to this component

**Category (d): Monitoring / Assessment**

Not applicable to this component

**Category (e): Engagement / Outreach**

Task 1: SVBGSA Interested Party Engagement Meetings and Materials

Conduct regular, open, public meetings to provide interested parties opportunities to be informed and engaged in GSP implementation which includes scientific communication and groundwater model educational programs in addition to the development of outreach materials. Staff booths at community events and develop storyboards for the website. Conduct engagement and outreach with the following committees and communities annually over the contract period: SVBGSA Board of Directors (4 meetings); SVBGSA Advisory Committee (6 meetings); Subbasin Implementation Committees (16 meetings); Groundwater Technical Advisory Committee Meetings (6 meetings); Public Workshops (2). Produce accessible communications products including web page information, outreach materials, public presentations, and hosting of public workshops.

Deliverables:

- Copies of committee meetings, board meetings, and workshop agendas and meeting packets
- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletters

Task 2: Outreach to Underrepresented Communities and Domestic Well Owners

Prioritize implementation of the SVBGSA Underrepresented Communities Engagement Strategy. Help support hiring an Outreach Coordinator to provide additional information to underrepresented communities and domestic well owners to engage them in GSP implementation, before and during public meetings. Conduct simultaneous translation of workshops and translation of written materials. Work with domestic well owners to connect them to resources and information for water reliability, including the Dry Well Notification System, well registration, and conservation opportunities.

Deliverables:

- Updated SVBGSA URC engagement strategy
- Translated materials available on SVBGSA website
- Copies of outreach materials for domestic well owners.

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the GSP. Coordinate on jointly implementing the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the following committees and communities over the contract period: Land Use Jurisdiction Coordination Program (2 meetings); Water Quality Coordination Group (1 meeting); Monterey County Water Resources Agency (2 per year); Monterey County Environmental Health Bureau (2 per year); and MCWD GSA (3 per year).

Deliverables:

- Land Use Jurisdiction Coordination Program Update Report
- Water Quality Coordination Group meeting agenda and report out

Task 4: Project Specific Meetings for Interested Parties

Conduct project specific meetings for interested parties to engage in project development and provide input including: Seawater Intrusion Project Design and its delivery to the Corral de Tierra (6 meetings); Corral Stormwater Retention Pond (2 meetings).

Deliverables:

- Interested party outreach meeting agendas and meeting packets

**Exhibit B**  
**BUDGET****Grant Title: GSP Implementation Activities in the Monterey Subbasin****Grantee: Marina Coast Water District Groundwater Sustainability Agency**

<b>Components</b>	<b>Grant Amount</b>
Component 1: Grant Administration	\$262,610
Component 2: Monterey Subbasin Data Expansion and SGMA Compliance	\$4,949,000
Component 3: Project Update Report	\$786,300
Component 4: Engagement of Interested Parties and Domestic Well Owners	\$450,000
<b>Total:</b>	<b>\$6,447,910</b>

**Component 1: Grant Administration**

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Grant Agreement Administration	\$262,610
<b>Total:</b>	<b>\$262,610</b>



**Component 2: Monterey Subbasin Data Expansion and SGMA Compliance**

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$214,000
(b) Environmental / Engineering / Design	\$137,000
(c) Implementation / Construction	\$2,904,000
(d) Monitoring / Assessment	\$1,694,000
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$4,949,000</b>

**Component 3: Project Update Report**

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$61,300
(b) Environmental / Engineering / Design	\$725,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$786,300</b>

**Component 4: Engagement of Interested Parties and Domestic Well Owners**

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$50,000

(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$400,000
<b>Total:</b>	<b>\$450,000</b>

**Exhibit C**  
**SCHEDULE**

**Grant Title: GSP Implementation Activities in the Monterey Subbasin**

Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
<b>Component 1: Grant Administration</b>		
(a) Grant Agreement Administration	10/5/2022	4/30/2026
<b>Component 2: Monterey Subbasin Data Expansion and SGMA Compliance</b>		
(a) Grant Agreement Administration	1/1/2023	3/31/2026
(b) Environmental / Engineering / Design	1/1/2023	3/31/2026
(c) Implementation / Construction	12/1/2023	3/31/2026
(d) Monitoring / Assessment	1/1/2023	3/31/2026
(d) Education / Outreach	N/A	N/A
<b>Component 3: Project Update Report</b>		
(a) Grant Agreement Administration	10/5/2022	3/31/2026
(b) Environmental / Engineering / Design	10/5/2022	3/31/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A
<b>Component 4: Engagement of Interested Parties and Domestic Well Owners</b>		
(a) Grant Agreement Administration	1/1/2023	3/31/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	1/1/2023	3/31/2026

**NOTES:**

<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

**Exhibit D****STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. **AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. **AUDITS:** The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. The Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - i. Will receive a copy of the Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
  - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
  - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - D. Comply with all applicable California, federal, and local laws and regulations.
  - E. Implement the Project in accordance with applicable provisions of the law.

- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.



For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
  - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
  - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
  - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**Exhibit E**  
**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

November 29, 2022

Resolution No. 2022 – GSA03  
Resolution of the Board of Directors  
Marina Coast Water District Groundwater Sustainability Agency  
Authorizing a Monterey Sub-basin Sustainable Groundwater Management (SGM) Grant  
Program SGMA Implementation Grant Application

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District Groundwater Sustainability Agency (“District”), at a special meeting duly called and held on November 29, 2022 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, 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) developed a GSP for the Subbasin as required by SGMA; and,

WHEREAS, in January 2022, the District adopted a Groundwater Sustainability Plan (GSP) for the Monterey Subbasin and submitted it to the Department of Water Resources. The plan provides a path to achieve and document sustainable groundwater management within 20 years and preserves the long-term sustainability of the Monterey Subbasin now and into the future; and,

WHEREAS, the Monterey Subbasin GSP contained various projects and management actions to achieve sustainability including an Indirect Potable Reuse project, and,

WHEREAS, the California Department of Water Resources is accepting application for the "2021 Sustainable Groundwater Management (SGM) Grant program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Public Resources Code 80000, et seq.) and Budget Act of 2021 and 2022"; and,

WHEREAS, the MCWDGSA is responsible for implementing the Monterey Subbasin Groundwater Sustainability Plan for the Marina Ord Area and by agreement the SVBGSA is responsible for implementing the GSP in the Corral De Tierra portion of the Monterey Subbasin to achieve sustainability by 2042; and,

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

1. Authorize an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022. Be it further resolved that the MCWD GSA has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for: GSP Implementation Activities in the Monterey Subbasin.
2. Authorize and direct the General Manager of the MCWD GSA, to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

PASSED AND ADOPTED November 29, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

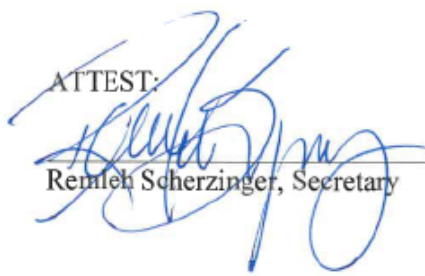
Ayes: Directors Moore, Morton, Cortez, Shriner

Noes: Directors None

Absent: Directors None

Abstained: Directors Abstained

  
Jan Shriner, President

ATTEST:  
  
Remfeh Scherzinger, Secretary

## Exhibit F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### 1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

#### 2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Evaluation cost information, shown by material, equipment, labor costs, and any change orders

- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

**ADDITIONAL INFORMATION** – Any relevant additional Information should be included.

### **3. GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

**Additional Information:** Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

### **4. POST-PERFORMANCE REPORT**

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

#### **Reports and/or products**

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.

- Any additional information relevant to or generated by the continued operation of the project.



## Exhibit G

### REQUIREMENTS FOR DATA SUBMITTAL

#### Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

**Exhibit H****STATE AUDIT DOCUMENT REQUIREMENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

**State Audit Document Requirements**Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

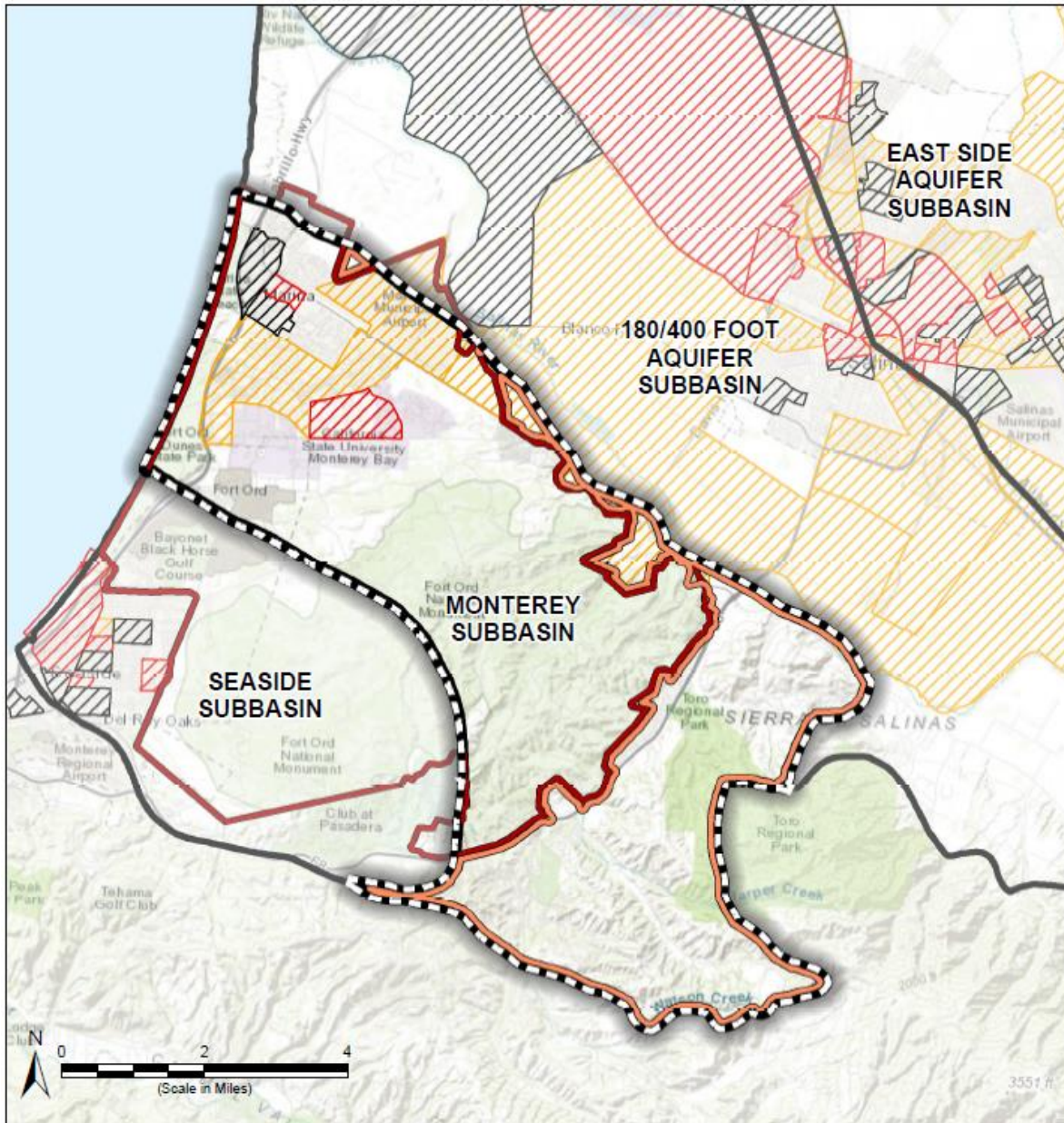
Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

### Exhibit I PROJECT LOCATION



<b>Legend</b>		<b>Notes</b>
Monterey Subbasin	Severely Disadvantaged Community (MHI < \$47,203)	1. All locations are approximate.
Benefit area for Components 1, 2, and 4-6	Disadvantaged Community (\$47,203 < MHI < \$62,939)	
Benefit area for Component 3	Fringe Community	<b>Abbreviations</b>
Corral de Tierra		DWR = Department of Water Resources
Other Groundwater Subbasins within Salinas Valley Basin		MHI = Mean Household Income
<b>Sources</b>		<b>Disadvantaged Communities</b>
1. Basemap is ESRI's ArcGIS Online world topographic map, obtained 15 December 2022.		Monterey Subbasin
2. DWR groundwater basins are based on the boundaries defined in California's Groundwater, Bulletin 118 - 2018 Update.		Sustainable Groundwater Management Grant
3. Disadvantaged Communities are from the DWR i16 Census block group disadvantaged communities 2020 dataset. Downloaded 28 October 2022.		Round 2 Application
4. Fringe Communities are from CalEnviroScreen Version 4.0 dated October 2021.		December 2022
		<b>Figure 3</b>

## Exhibit J

### MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

#### Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Project within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: [www.water.ca.gov/sgmgrants](http://www.water.ca.gov/sgmgrants).

**Exhibit K**  
**APPRAISAL SPECIFICATIONS**

*NOT APPLICABLE*

For property acquisitions funded this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants,

conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
  - a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
  - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
  - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use

restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
  - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.



**Exhibit L**  
**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

*NOT APPLICABLE*

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

## EXHIBIT M

### INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

#### Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
  - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
  - Generic markup
  - Tuition
  - Conference fees
  - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

#### Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

**SUBGRANT AGREEMENT BETWEEN THE  
MARINA COAST WATER DISTRICT GROUNDWATER SUSTAINABILITY  
AGENCY  
AND SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY  
AGENCY  
PURSUANT TO STATE OF CALIFORNIA (DEPARTMENT OF WATER  
RESOURCES)  
AGREEMENT NUMBER 4600015624  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)  
IMPLEMENTATION GRANT  
FOR THE MONTEREY SUBBASIN**

THIS SUBGRANT AGREEMENT is entered into by and between the Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA or Grantee) and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA or Subgrantee) in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which parties do hereby agree as follows:

1. PURPOSE.

- A. The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the MCWDGSA to assist in financing the GSP Implementation Activities in the Monterey Subbasin (Project). By executing this Agreement, the MCWDGSA certifies that the purpose of the Project is to implement SGMA as outlined in the MCWDGSA's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSP or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
- B. The State awarded a \$6,447,910 Grant to MCWDGSA to fund activities associated with implementation of the Groundwater Sustainability Plan (GSP) for the Monterey Subbasin (Subbasin). The Project includes grant administration, Monterey Subbasin data expansion and SGMA compliance activities, preparation of a project update report, and engagement of interested parties and domestic well owners. \$3,860,610 of the Grant is allocated to the SVBGSA for the Corral De Tierra Management Area of the Subbasin and \$2,587,300 of the Grant is allocated to MCWDGSA for the Marina-Ord Management Area of the Subbasin. Locally, the Grant shall be administered by Grantee MCWDGSA on behalf of MCWDGSA and the SVBGSA.

2. TERM OF GRANT AGREEMENT. The term of this Agreement begins on JANUARY

12, 2023, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2026, and no funds may be requested after JUNE 30, 2026.

3. SUBGRANT AMOUNT. The maximum amount payable to the SVBGSA under this Agreement shall not exceed \$3,860,610. Any additional costs are the responsibility of the SVBGSA.
  
4. BASIC CONDITIONS. MCWDGSA shall have no obligation to disburse money for the SVBGSA Project under this Grant Agreement until the SVBGSA has satisfied the following conditions:
  - A. For the term of this Subgrant Agreement, the SVBGSA submits (1) information on its activities to MCWDGSA to be incorporated by MCWDGSA into Quarterly Progress Reports to the State, (2) associated quarterly invoices for SVBGSA's subgrant activities, and (3) all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables required by MCWDGSA to be submitted to the State.
  - B. Prior to the commencement of construction or implementation activities, if applicable, the SVBGSA shall submit the following to MCWDGSA for submission to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Subgrant Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Subgrant Agreement until the following actions are performed:
      - a. The SVBGSA submits to MCWDGSA all applicable environmental permits as indicated on the Environmental Information Form (EIF), which MCWDGSA will submit to the State,
      - b. Documents that satisfy the CEQA process are received by the State,
      - c. The State has completed its CEQA compliance review as a Responsible Agency, and the MCWDGSA receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The SVBGSA must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including

environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by the Grant.”

5. DISBURSEMENT OF FUNDS. The State will disburse to the MCWDGSA, which will in turn be disbursed to the SVBGSA the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Subgrant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the SVBGSA under this Subgrant Agreement shall be deposited in a non-interest bearing account and shall be used to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The SVBGSA shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit A, “Budget.” Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous

Substances Account Act; or other applicable law.

- M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the SVBGSA; non-project-specific accounting and personnel services performed within the SVBGSA's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the SVBGSA and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the MCWDGSA, following receipt from the MCWDGSA via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports. MCWDGSA intends to distribute funds to the SVBGSA in accordance with the requirements of the Grant Agreement. Payment will be made to the SVBGSA no more frequently than quarterly, in arrears, upon receipt of an invoice from SVBGSA bearing the Grant Agreement number. Invoices must be accompanied by information to be incorporated by MCWDGSA into a Quarterly Progress Report and shall be submitted within no later than thirty (30) days following the end of the calendar quarter (e.g. submitted by April 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup>, and January 31<sup>st</sup>). The State will notify the MCWDGSA and the MCWDGSA will notify the SVBGSA, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The MCWDGSA and the SVBGSA may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the MCWDGSA or SVBGSA fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

The SVBGSA shall submit the following information for each invoice submitted to MCWDGSA:

- A. Costs incurred for work performed in implementing the SVBGSA Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the SVBGSA must provide justification for incorporation by MCWDGSA in the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period

covered by the invoice or the invoice date received within the time period covered, and the total amount due.

- ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
- iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Subgrant Amount."

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The SVBGSA shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the SVBGSA is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of the State's Grant Agreement, or that the MCWDGSA or SVBGSA has failed in any other respect to comply with the provisions of the Grant Agreement, and if the MCWDGSA, or pursuant to this agreement the SVBGSA, does not remedy any such failure to the State's satisfaction, the State may withhold from MCWDGSA all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to MCWDGSA, and to the SVBGSA from MCWDGSA, and the State notifies MCWDGSA of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies MCWDGSA, as directed by the State. SVBGSA shall immediately repay to MCWDGSA all such disbursed Grant Funds it has received that need to be repaid to the State. The State may consider MCWDGSA's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. A failure of the SVBGSA to reimburse Grant Funds it has received shall be consider a contract breach of this Subgrant Agreement. If the State notifies MCWDGSA of its decision to withhold the entire funding amount from the MCWDGSA pursuant to this Paragraph, this Subgrant Agreement shall terminate upon receipt of such notice by MCWDGSA and the State shall no longer be required to provide funds under the State's Grant Agreement. MCWDGSA and the SVBGSA agree to winddown this Subgrant Agreement in accordance with the terms of this Subgrant Agreement.

MCWDGSA shall notify SVBGSA of any such communication.

9. DEFAULT PROVISIONS. MCWDGSA considers the SVBGSA to be in default under this Subgrant Agreement if any of the following occur:

- A. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the MCWDGSA and the SVBGSA evidencing or securing the SVBGSA's obligations;
  - i. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain the State Grant;
  - ii. Failure to operate or maintain the Project in accordance with this Agreement.
  - iii. Failure to make any remittance required by this Agreement, including any remittance recommended as the result of an audit conducted pursuant to this Agreement or the State Grant Agreement.
  - iv. Failure to submit the required information for MCWDGSA to prepare Quarterly Progress Reports pursuant to Paragraph 7.
  - v. Failure to routinely invoice MCWDGSA pursuant to Paragraph 7.
  - vi. A determination pursuant to Government Code section 11137 that the MCWDGSA or the SVBGSA has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51- 54.2, inclusive; or any regulations adopted to implement these sections.
- B. Should an event of default occur, the MCWDGSA shall provide a notice of default to the SVBGSA and shall give the SVBGSA at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the SVBGSA. If the SVBGSA fails to cure the default within the time prescribed by the MCWDGSA, the MCWDGSA may do any of the following:
  - i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
  - ii. Terminate any obligation to make future payments to the SVBGSA.
  - iii. Terminate this Agreement.
  - iv. Take any other action that it deems necessary to protect its interests.
- C. In the event the MCWDGSA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the SVBGSA agrees to pay all costs incurred by the MCWDGSA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. NOTIFICATION OF MCWD by SVBGSA. The SVBGSA shall promptly notify the MCWDGSA, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The SVBGSA agrees that no substantial change in the scope of the SVBGSA project will be undertaken until written notice of the proposed change has been provided to the State and the State



has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

- B. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State's representatives. The State shall be notified at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the SVBGSA agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The SVBGSA agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the SVBGSA regarding the Project or that may affect the Project in any way.
  - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The MCWDGSA and SVBGSA shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Marina Coast Water District Groundwater  
Sustainability Agency

Salinas Valley Basin Groundwater Sustainability  
Agency

Remleh Scherzinger  
General Manager  
11 Reservation Road  
Marina, CA 93933  
Phone: (831) 883-5938

Email: rscherzinger@mcwd.org

Piret Harmon  
General Manager  
P.O. Box 1350  
Carmel Valley, CA 93924  
Phone: (831) 471-7512

Email: harmonp@svbgsa.org

13. STANDARD PROVISIONS AND INTEGRATION. This Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A- Budget

Exhibit B- Schedule

Exhibit C- DWR Grant Agreement No. 4600015624

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

MARINA COAST WATER DISTRICT GSA

SALINAS VALLEY BASIN GSA

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

\_\_\_\_\_  
Piret Harmon General Manager

Date

Date

Approved as to form:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

Exhibit A  
WORK PLAN

**Project Title:** GSP Implementation Activities in the Monterey Subbasin (Project)

**Project Description:** The Work Plan includes activities associated with implementation and outreach for the GSP for the Monterey Subbasin (Subbasin). The Project includes installation of monitoring wells, subbasin-wide data collection, and outreach and engagement for communities within the subbasin including underrepresented communities (URCs). The Work Plan includes four Components:

- Component 1: Grant Agreement Administration
- Component 2: Monterey Subbasin Data Expansion and SGMA Compliance
- Component 3: Project Update Report
- Component 4: Engagement of Interested Parties and Domestic Well Owners

**COMPONENT 1: GRANT ADMINISTRATION**

**Category (a): Grant Agreement Administration**

Prepare reports detailing work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Forms (EIFs) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF(s)
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

## **COMPONENT 2: MONTEREY SUBBASIN DATA EXPANSION AND SGMA COMPLIANCE**

Component 2 will construct a minimum of two (2) monitoring wells, address anticipated DWR comments on the GSPs, and provide the foundational groundwater basin understanding and model for the 5-year update. These data and modeling are also critical for making decisions on projects and management actions needed to reach sustainability.

DRAFT

### **Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

#### Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

### **Category (b): Environmental / Engineering / Design**

Conduct planning and design activities associated with the monitoring well installation. Perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the location of monitoring wells to be installed. Acquire any landowner access agreement(s) necessary to install monitoring wells with adequate access for construction and maintenance. Develop and prepare specifications, bid communications, contracting, and bid award recommendation. Acquire necessary permits required for the well installation(s). Prepare any required CEQA documentation. Complete a Site Health and Safety Plan to use during the well installation process.

Construction may not begin and no costs for Category (c) may be incurred until a exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3. In accordance with Paragraph 13, develop a Project Monitoring Plan that incorporates Post Performance Monitoring Report requirements as defined and listed in Exhibit J.

#### Deliverables:

- Map of approved locations for monitoring wells
- Bid document(s), if applicable
- Awarded contract(s) and Notice to Proceed, if applicable
- Required permit(s) and environmental documentation
- Project Monitoring Plan

### **Category (c): Implementation / Construction**

Install and develop a minimum of two (2) monitoring wells identified in Category (b). Photo-document pre-, during, and post-construction activities. Sample baseline groundwater level and limited water quality (e.g., cations, anions) from the newly installed monitoring wells. Survey well locations and measuring point

elevations. Prepare and submit monitoring well logs, as built monitoring well diagrams, and Well Completion Reports to the DWR Grant Manager. Share progress with interested parties through regular [MCWDGSA](#) meetings and SVBGSA Committee meetings.

Deliverables:

- Well Completion Reports
- Photo documentation included within the quarterly Progress Reports
- As Built Monitoring Well Diagrams
- Geophysical Survey Results, if applicable

**Category (d): Monitoring / Assessment**

Task 2: Conduct Aquifer Properties Tests

Select potential wells for aquifer testing in the Corral de Tierra Management Area, considering logistics such as well design, well condition, and water disposal options. Identify nearby wells for testing, negotiate with landowners for well access, and obtain necessary permits. Test each well for a minimum of 8 hours, followed by a 4-hour monitored recovery period. Analyze both drawdown and recovery tests to determine aquifer properties and spatially varying aquifer properties. Draft a technical memorandum including all test data and results, including photos and analyses.

Deliverables:

- Aquifer Properties Tests Technical Memo

Task 3: Establish GDE monitoring

Establish groundwater dependent ecosystem (GDE) monitoring protocols including prioritization of field reconnaissance to verify the presence of GDEs. Extend methodology developed by Central Coast Wetlands Group (CCWG) using state wetland monitoring protocols (RipRam or California Rapid Assessment Method). Use existing wells and additional shallow monitoring wells installed under this Component to monitor the relationships between groundwater levels and GDEs. Review DWRs groundwater GDE monitoring methods for consideration in the development of a GDE monitoring protocol.

Deliverables:

- GDE Mapping and Identification Memorandum Update
- GDE monitoring protocol

Task 4: Incorporate New Data into Hydrogeologic Conceptual Model

Compile all new data generated since original GSP was written, including airborne electromagnetic (AEM) surveys, aquifer tests, new Well Completion Reports, and any newly provided data from interested parties. Use new data to develop enhanced Hydrogeologic Conceptual Model (HCM). Compare new data to existing data and estimate data accuracy and worth using a scientifically sound framework that includes overall geologic history and current groundwater conditions. Refine HCM through comparing resistivities from AEM surveys to borehole geophysical logs, high quality well-completion reports, existing interpretations (such as cross-sections), and known geology. Collaborate between agencies to ensure coherent HCM across both management areas.

Deliverables:

- Refined and enhanced Hydrogeologic Conceptual Model for the Monterey Subbasin

#### Task 5: Update Salinas Seawater Intrusion Model Based on New Data

Review the Seawater Intrusion Model. Refine and update the Seawater Intrusion Model based on new data and in response to feedback from MCWDGSA and Groundwater Technical Advisory Committee. Update coastal aquifer extents based on the Deep Aquifers Study findings. Collaborate with Seaside Watermaster to update the conceptualization along the Seaside-Monterey Subbasin border.

#### Deliverables:

- Report summarizing Seawater Intrusion Model updates

#### Task 6: Recalibrate and Update Salinas Valley Integrated Hydrologic Model (SVIHM) for the Monterey Subbasin

Refine and update the final SVIHM to enhance its usability for SGMA needs, building on a review of the SVIHM under the 180/400-Foot Aquifer Subbasin Round 1 SGMA Implementation Grant (anticipated mid-2023), and in conjunction with updates included in the Salinas Valley Round 2 SGMA Implementation Grant. Assess and improve calibration dataset in the Monterey Subbasin. Update system conceptualization, update existing geologic model. Work with Seaside Watermaster to integrate Seaside model into the SVIHM to improve boundary conditions. Reconcile SVIHM with Seawater Intrusion Model. Review and revise recharge assumptions. Integrate existing Marina-Ord area pumping data into SVIHM and expand pumping dataset inputs. Refine pumping distribution using updated groundwater extraction data. Revisit Monterey Subbasin Deep Aquifer layering assumptions based on Deep Aquifers Study findings. Recalibrate SVIHM and draft report on model updates.

#### Deliverables:

- Report summarizing model updates

#### **Category (e): Engagement / Outreach**

Not applicable to this component

### **COMPONENT 3: PROJECT UPDATE REPORT**

Component 3 will assist the subbasin GSAs in implementation of identified projects and management actions, including project scoping and analysis of potential project benefits and feasibility, including: Evaluation of regional project benefits and impacts on the Monterey Subbasin, building upon the feasibility study and engineering analysis of regional projects conducted under the Round 1 SGMA Implementation Grant in the 180/400-Foot Aquifer Subbasin; Operationalizing the management guidance from the Deep Aquifers Study together with other agencies and adjacent subbasins; Modeling and evaluating combinations of Marina-Ord, Corral de Tierra, and regional projects, as multiple projects may be needed to mitigate overdraft and address seawater intrusion; Conducting multi-agency coordination and interested party outreach and engagement.

#### **Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Task 1: Development of Deep Aquifers Management Options

Develop management actions and monitoring programs of the Deep Aquifers to implement management guidance coming from the Deep Aquifer Study. Engage in a Deep Aquifers agency working group with Monterey County, Monterey County Water Resources Agency, the Seaside Watermaster, and other agencies that manage or monitor aspects of the Deep Aquifers. Refine interim local management options for immediate action. Develop long-term management actions to manage the Deep Aquifers sustainably and prevent further groundwater level declines, seawater intrusion, and subsidence. Strengthen monitoring of the Deep Aquifers and Deep Aquifers management actions based on Deep Aquifers Study recommendations. Operationalize both local and regional management actions through bringing to GSA Boards of Directors for approval.

Deliverables:

- Deep Aquifers Management Recommendations Memorandum
- Deep Aquifers Monitoring Plan

Task 2: Modeling Assessment of Multi-Project Scenarios and Impacts on the Monterey Subbasin

Complete groundwater modeling of multi-project scenarios to assess impacts to Monterey Subbasin and increase understanding of projects and management actions. Build on modeling completed for individual projects and management actions under other grants or grant components, develop realistic combinations of projects and management actions, such as demand management coupled with the MCWDGSA injection well. Work collaboratively to develop model scenarios and inputs and assess outputs.

Deliverables:

- Technical Memo summarizing modeling results

Task 3: Project Update Report

Develop a Project Update Report that summarizes updated information on projects and management actions resulting from this grant and other concurrent work in a comparable, digestible format. Include refined estimates of costs in relation to benefits and potential beneficiaries in the Report. Build off work done under the Round 1 SGMA Implementation Grant in the 180/400-Foot Aquifer Subbasin and include Task 3 modeling of multiple projects together and partial implementation of multiple projects to help refine the options for reaching sustainability across all subbasins. Draft the Report for easy comparison and to enable interested parties to engage in prioritizing, selecting, and moving forward towards sustainability. Ensure Report is complementary to and consistent with similar reports for other subbasins.

Deliverables:

- Project Update Report

**Category (c): Implementation / Construction**

Not applicable to this component

**Category (d): Monitoring / Assessment**

Not applicable to this component

**Category (e): Engagement / Outreach**

Not applicable to this component

**COMPONENT 4: ENGAGEMENT OF INTERESTED PARTIES AND DOMESTIC WELL OWNERS**

Component 4 engages interested parties and conducts outreach in the Corral de Tierra Management Area of the Monterey Subbasin. Engagement builds on SVBGSA's robust collaborative approach and conducts additional outreach to underrepresented communities. It aims to increase awareness of groundwater conditions, SVBGSA efforts, and individual actions that can be undertaken to increase water reliability. Since



SVBGSA jointly implements the Monterey Subbasin GSP with MCWD GSA and work relates to and at times overlaps with work of other agencies, SVBGSA will collaborate with partner agencies to ensure coordination of efforts.

**Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Not applicable to this component

**Category (c): Implementation / Construction**

Not applicable to this component

**Category (d): Monitoring / Assessment**

Not applicable to this component

**Category (e): Engagement / Outreach**

Task 1: SVBGSA Interested Party Engagement Meetings and Materials

Conduct regular, open, public meetings to provide interested parties opportunities to be informed and engaged in GSP implementation which includes scientific communication and groundwater model educational programs in addition to the development of outreach materials. Staff booths at community events and develop storyboards for the website. Conduct engagement and outreach with the following committees and communities annually over the contract period: SVBGSA Board of Directors (4 meetings); SVBGSA Advisory Committee (6 meetings); Subbasin Implementation Committees (16 meetings); Groundwater Technical Advisory Committee Meetings (6 meetings); Public Workshops (2). Produce accessible communications products including web page information, outreach materials, public presentations, and hosting of public workshops.

Deliverables:

- Copies of committee meetings, board meetings, and workshop agendas and meeting packets
- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletters

Task 2: Outreach to Underrepresented Communities and Domestic Well Owners

Prioritize implementation of the SVBGSA Underrepresented Communities Engagement Strategy. Help support hiring an Outreach Coordinator to provide additional information to underrepresented communities and domestic well owners to engage them in GSP implementation, before and during public meetings. Conduct simultaneous translation of workshops and translation of written materials. Work with domestic well owners to

connect them to resources and information for water reliability, including the Dry Well Notification System, well registration, and conservation opportunities.

Deliverables:

- Updated SVBGSA URC engagement strategy
- Translated materials available on SVBGSA website
- Copies of outreach materials for domestic well owners.

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the GSP. Coordinate on jointly implementing the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the following committees and communities over the contract period: Land Use Jurisdiction Coordination Program (2 meetings); Water Quality Coordination Group (1 meeting); Monterey County Water Resources Agency (2 per year); Monterey County Environmental Health Bureau (2 per year); and MCWD GSA (3 per year).

Deliverables:

- Land Use Jurisdiction Coordination Program Update Report
- Water Quality Coordination Group meeting agenda and report out

Task 4: Project Specific Meetings for Interested Parties

Conduct project specific meetings for interested parties to engage in project development and provide input including: Seawater Intrusion Project Design and its delivery to the Corral de Tierra (6 meetings); Corral Stormwater Retention Pond (2 meetings).

Deliverables:

- Interested party outreach meeting agendas and meeting packets

**Exhibit B**

**BUDGET**

**Grant Title: GSP Implementation Activities in the Monterey Subbasin**

**Subgrantee: Salinas Valley Basin Groundwater Sustainability Agency**

<b>Components</b>	<b>Grant Amount</b>
Component 1: Grant Administration	\$62,610
Component 2: Monterey Subbasin Data Expansion and SGMA Compliance	\$2,798,000
Component 3: Project Update Report	\$550,000
Component 4: Engagement of Interested Parties and Domestic Well Owners	\$450,000
<b>Total:</b>	<b>\$3,860,610</b>

**Component 1: Grant Administration**

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Grant Agreement Administration	\$62,610
<b>Total:</b>	<b>\$62,610</b>

**Component 2: Monterey Subbasin Data Expansion and SGMA Compliance**

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$118,000
(b) Environmental / Engineering / Design	\$40,000
(c) Implementation / Construction	\$1,740,000
(d) Monitoring / Assessment	\$900,000
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$2,798,000</b>

**Component 3: Project Update Report**

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$50,000
(b) Environmental / Engineering / Design	\$500,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$550,000</b>

**Component 4: Engagement of Interested Parties and Domestic Well Owners**

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$50,000

(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$400,000
<b>Total:</b>	<b>\$450,000</b>

DRAFT

**Exhibit C  
SCHEDULE**

**Grant Title: GSP Implementation Activities in the Monterey Subbasin**

Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
<b>Component 1: Grant Administration</b>		
(a) Grant Agreement Administration	10/5/2022	4/30/2026
<b>Component 2: Monterey Subbasin Data Expansion and SGMA Compliance</b>		
(a) Grant Agreement Administration	1/1/2023	3/31/2026
(b) Environmental / Engineering / Design	1/1/2023	3/31/2026
(c) Implementation / Construction	12/1/2023	3/31/2026
(d) Monitoring / Assessment	1/1/2023	3/31/2026
(d) Education / Outreach	N/A	N/A
<b>Component 3: Project Update Report</b>		
(a) Grant Agreement Administration	10/5/2022	3/31/2026
(b) Environmental / Engineering / Design	10/5/2022	3/31/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A
<b>Component 4: Engagement of Interested Parties and Domestic Well Owners</b>		
(a) Grant Agreement Administration	1/1/2023	3/31/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	1/1/2023	3/31/2026

**NOTES:**

<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. MCWDGSA and SVBGSA must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

**Exhibit D**  
**STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)**  
**AGREEMENT NUMBER 4600015624**

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 11

**Meeting Date:** February 20, 2024

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Consent Calendar

**Staff Recommendation:** Approve the Consent Calendar as presented.

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of January 2024
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of January 22, 2024
- C) Receive the 4<sup>th</sup> Quarter 2023 MCWD Sewer Flow Report
- D) Receive the District FY 2024-2025 Draft Budget Schedule and Set Date for the FY 2024-2025 Budget Workshop

**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 January 2023; draft minutes of January 22, 2023; average daily and monthly sewer flow reports; and, budget schedule.

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

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Board Action

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

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

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



**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 11-A

**Meeting Date:** February 20, 2024

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Receive and File the Check Register for the Month of January 2024

**Staff Recommendation:** Receive and file the January 2024 expenditures totaling \$2,072,245.28.

**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 January 2024 and the Board is requested to receive and file the check register. There were a few notable purchases in January as stated below:

1. Check #74779 – Shape Incorporated – 4 Flygt Pumps - \$99,587.69
2. Check #74789 – Razzari Ford – 2021 Ford Ranger - \$29,235.58
3. Check #74831 – Maggiora Bros Drilling – 300 HP Vertical Turbine Shaft Motor - \$32,820

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

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

**Other Consideration:** None.

**Material Included for Information/Consideration:** January 2024 Summary Check Register.

**Action Required:**  Resolution  Motion  Review

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Board Action

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

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

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

## JANUARY 2024 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
01/03/2024	74746 - 74773	Check Register	84,638.62
01/09/2024	74774 - 74789	Check Register	261,146.23
01/17/2024	Wire	Santa Cruz County Bank	118,694.06
01/17/2024	ACH	Friedman & Springwater LLP	75,104.50
01/17/2024	74790 - 74816	Check Register	72,233.81
01/24/2024	74817 - 74868	Check Register	772,271.83
01/29/2024	74869 - 74889	Check Register	14,414.92
01/05/2024	ACH	Payroll Direct Deposit	137,455.90
01/05/2024	ACH	CalPERS	34,667.17
01/05/2024	ACH	Empower Retirement	25,520.03
01/05/2024	ACH	Internal Revenue Service	56,760.58
01/05/2024	ACH	State of California - EDD	17,772.16
01/05/2024	ACH	WageWorks, Inc.	1,299.16
01/05/2024	501613	Check Register	599.00
01/19/2024	ACH	Payroll Direct Deposit	138,266.79
01/19/2024	ACH	CalPERS	34,698.85
01/19/2024	ACH	Empower Retirement	25,296.99
01/19/2024	ACH	Internal Revenue Service	58,751.05
01/19/2024	ACH	State of California - EDD	15,270.54
01/19/2024	ACH	WageWorks, Inc.	1,299.16
01/25/2024	501614 - 501625	Check Register	126,083.93
<b>TOTAL DISBURSEMENTS</b>			<b><u>2,072,245.28</u></b>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74746	12/03/2023	01/03/2024	Insight Planners	Web Development/ Maintenance and Hosting 11/2023	1,584.00
74747	12/21/2023	01/03/2024	Pitney Bowes Global Financial Services LLC	Postage Machine Lease 11/09 - 02/08	1,089.75
74748	10/31/2023	01/03/2024	Schaaf & Wheeler	Bid Specs for Fitch Park Hydrant Replacement; Cost Estimate for Steel vs Concrete Tanks - B2 Zone Tank; Update District System Maps; Developers (Dunes 1B Bldgs A-G, Marina Station)	19,167.20
74749	12/19/2023	01/03/2024	Monterey Bay Analytical Services	Laboratory Testing	1,814.00
74750	11/16/2023	01/03/2024	DLT Solutions, LLC	Annual Software Subscription 02/2024 - 01/2025	10,780.77
74751	12/12/2023	01/03/2024	Johnson Controls Security Solutions LLC	Smoke Alarm Troubleshooting - IOP Office	985.98
74752	11/08/2023	01/03/2024	Core & Main LP	General Operations/ Maintenance Supplies	292.88
74753	12/12/2023	01/03/2024	Carollo Engineers, Inc.	Preparation of Record Drawings for RUWAP Distribution Mains	17,340.00
74754	11/09/2023	01/03/2024	SWRCB	RUWAP Permit Fee 07/01/23 - 06/30/24	1,629.60
74755	12/18/2023	01/03/2024	Geiger	(800) Disconnect and (800) Connect Orders	1,146.49
74756	12/12/2023	01/03/2024	Geisler	(1,000) Perforated Door Hangers	612.51
74757	11/29/2023	01/03/2024	Val's Plumbing & Heating, Inc.	Fuse Replacement - IOP Office HVAC Control Board	997.80
74758	11/29/2023	01/03/2024	Univar Solutions USA, Inc.	(650) gals Chlorine - Intermediate Reservoir	2,191.23
74759	12/11/2023	01/03/2024	Sturdy Oil Company	(410) gals Clear Diesel - Convault Tank/ O&M Yard	1,962.70
74760	11/30/2023	01/03/2024	Pacific Ag Rentals LLC	Mobile Restroom Rental 10/2023 - 11/2023	341.03
74761	12/21/2023	01/03/2024	Daiohs USA	Coffee Supplies	289.62
74762	11/14/2023	01/03/2024	East Bay Tire Co.	Tire Replacement - Vehicle #2001	1,466.83
74763	11/28/2023	01/03/2024	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	242.17
74764	12/16/2023	01/03/2024	U.S. Bank National Association	Beach Office Copier Lease 12/10 - 01/09	275.32
74765	12/12/2023	01/03/2024	Monterey Bay Technologies, Inc.	IT Support Services 11/2023 - 12/2023	7,200.00
74766	12/20/2023	01/03/2024	ICONIX Waterworks (US), Inc.	DI Spool - Promontory LS; (2) Hymax Couplings, (2) Repair Clamps	8,843.78
74767	12/13/2023	01/03/2024	Western Exterminator Company	Pest Control - Beach Office 12/2023	119.60
74768	12/15/2023	01/03/2024	AT&T	Phone and Alarm Line Services 11/2023 - 12/2023	230.59
74769	12/15/2023	01/03/2024	Ferguson Enterprises, Inc.	Brass Waterworks Supplies	1,336.56
74770	11/30/2023	01/03/2024	AutoZone Parts, Inc.	Auto/ General Supplies	73.49
74771	12/08/2023	01/03/2024	SBRK Finance Holdings, Inc.	CivicPay/ IVR Transaction Fees 11/2023	1,765.50
74772	12/20/2023	01/03/2024	Handyman 831	Whiteboard Installation - WR Analyst/ Engineering Tech Office	190.00
74773	12/20/2023	01/03/2024	T-Mobile	Cellular Services 10/19 - 11/18	669.22
74774	11/28/2023	01/09/2024	Home Depot Credit Services	General Operations/ Maintenance Supplies	211.40
74775	11/15/2023	01/09/2024	Grainger	General Operations/ Maintenance Supplies	687.73
74776	11/30/2023	01/09/2024	Schaaf & Wheeler	Cost Estimate for Steel vs Concrete Tanks - B2 Zone Tank; Developers (Campus Town, Dunes 1B Bldgs A-G, Dunes 1B Promenade, Dunes 2 North, Dunes 2 West)	20,855.75
74777	11/30/2023	01/09/2024	Peninsula Welding & Medical Supply, Inc.	(3) Gas Cylinder Tank Rental Fees	38.70
74778	12/22/2023	01/09/2024	Rauch Communication Consultants, Inc.	Public Relations 10/2023 - 11/2023	37,535.83
74779	12/15/2023	01/09/2024	Shape Incorporated	(4) Flygt Pumps - Schoonover LS, Stock; Pump Rebuild - Crescent LS	99,587.69
74780	11/16/2023	01/09/2024	Core & Main LP	General Operations/ Maintenance Supplies	624.90
74781	12/27/2023	01/09/2024	Collins Electrical Company, Inc.	Emergency Street Light Repair - IOP Office	449.34
74782	11/17/2023	01/09/2024	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	379.90

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74783	11/28/2023	01/09/2024	O'Reilly Automotive Stores, Inc.	General Operations/ Maintenance Supplies	109.77
74784	12/19/2023	01/09/2024	Della Mora Heating Sheet Metal & Air Conditioning	Air Separator Installation, Boiler Inspection, Ignition Control Switch Replacement - Beach Office	2,247.56
74785	12/26/2023	01/09/2024	U.S. Bank National Association	IOP Office Copier Lease 12/20 - 01/19	287.34
74786	10/04/2023	01/09/2024	Association of California Water Agencies	2024 Annual Agency Dues	25,395.00
74787	12/18/2023	01/09/2024	Zanjero, Inc.	Water Supply Investigations 11/2023	17,767.50
74788	01/08/2024	01/09/2024	City of Seaside	City Utility Tax 10/2023 - 12/2023	25,732.24
74789	12/15/2023	01/09/2024	Razzari Ford	2021 Ford Ranger	29,235.58
Wire	12/06/2023	01/17/2024	Santa Cruz County Bank	BLM Construction Loan Payment	118,694.06
ACH	12/06/2023	01/17/2024	Friedman & Springwater LLP	Legal Services 11/2023	75,104.50
74790	12/27/2023	01/17/2024	Quinn Company	(2) 125 Amp Automatic Transfer Switches - Hodges LS, Wittenmyer LS; Oil Analysis - (10) Generators	9,615.63
74791	01/02/2024	01/17/2024	Carlons Fire Extinguisher	First Aid Supplies	333.00
74792	11/07/2023	01/17/2024	Grainger	General Operations/ Maintenance Supplies	258.56
74793	12/21/2023	01/17/2024	Petty Cash	Replenishment of Funds	6.42
74794	12/02/2023	01/17/2024	Owen Equipment	Pinch Roller Cylinder, Solenoid Replacement - Vehicle #2001	1,331.33
74795	12/28/2023	01/17/2024	Monterey Bay Analytical Services	Laboratory Testing	540.00
74796	11/09/2023	01/17/2024	Monterey One Water	FY 2021/ 2022 Grease Disposal Education Program	1,599.65
74797	12/10/2023	01/17/2024	Fashion Streaks	(29) Custom MCWD Stickers	812.00
74798	12/13/2023	01/17/2024	Core & Main LP	DI Pipe - CSUMB Promontory Building	389.02
74799	01/11/2024	01/17/2024	Special District Association	SDA Quarterly Meeting	120.00
74800	11/28/2023	01/17/2024	American Supply Company	Janitorial Supplies	307.76
74801	01/06/2024	01/17/2024	McGrath Rent Corp.	Locker Room Trailer Rental - Ord Office 01/2024	7,286.98
74802	12/24/2023	01/17/2024	AT&T	SCADA Internet 12/25 - 01/24	107.00
74803	12/04/2023	01/17/2024	Central Welding and Fabrication LLC	Air Gap Fabrication - Hoffman Reservoir; Pipe Repair - Sand Tank	1,862.41
74804	11/30/2023	01/17/2024	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
74805	12/18/2023	01/17/2024	Green Rubber-Kennedy AG, LP	(10) Fittings - Hoffman Reservoir; (4) SS Gauges, Weld-On Glue/ Primer, (5) Fittings - Marina Booster; General Operations/ Maintenance Supplies	2,333.90
74806	12/09/2023	01/17/2024	Graniterock Company	General Operations/ Maintenance Supplies	438.81
74807	12/06/2023	01/17/2024	U.S. Bank Corporate Payment Systems	(6) Anti-Glare Screens; (2) Monitors, Backup UPS, (2) Printers, Toner, Computer Supplies - Accounting, IT Administrator; Conservation Education/ Event Supplies; IT Reference Materials; 2023 ACWA Fall Conference Hotel - GM; 2023 Government Tax Webinar - Accounting Supervisor, Technician; Accounting for Capital Assets Webinar - DAS; Cityworks/ GIS Training - Engineering Technician; Annual Software Subscription 12/2023 - 11/2024; Monthly Software Services; General Supplies	9,407.87
74808	12/20/2023	01/17/2024	Marina Tire & Auto Repair	Oil Change - Vehicles 1701, 2301	176.16
74809	12/01/2023	01/17/2024	Eurofins Eaton Analytical, LLC	Laboratory Testing	770.00
74810	12/12/2023	01/17/2024	Griffith, Masuda & Hobbs	Legal Services 11/2023	17,387.25

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74811	12/29/2023	01/17/2024	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 12/2023	405.85
74812	01/01/2024	01/17/2024	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 12/2023	5,470.00
74813	12/22/2023	01/17/2024	Ferguson Enterprises, Inc.	Brass Waterworks Supplies	1,393.38
74814	12/25/2023	01/17/2024	WEX Bank	Fleet Gasoline 12/2023	6,512.33
74815	01/01/2024	01/17/2024	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 01/2024	1,700.00
74816	11/13/2023	01/17/2024	Kysmet Security & Patrol, Inc.	Security Patrol Service - MCWD Offices 09/2023 - 10/2023	450.00
74817	12/31/2023	01/24/2024	Ace Hardware of Watsonville, Inc.	General Operations/ Maintenance Supplies	385.00
74818	01/04/2024	01/24/2024	Quinn Company	Oil Analysis - (3) Generators; 2023 CAT Electric Forklift	78,063.99
74819	12/08/2023	01/24/2024	Monterey Peninsula Unified School District	Water Conservation Education 11/2023	812.79
74820	12/31/2023	01/24/2024	Insight Planners	Web Development/ Maintenance and Hosting 12/2023	2,094.00
74821	01/02/2024	01/24/2024	PG&E	Gas and Electric Service 12/2023	92,139.48
74822	01/10/2024	01/24/2024	Area Communications	Answering Service 12/13 - 01/09	337.35
74823	11/30/2023	01/24/2024	Schaaf & Wheeler	PRV Sizing/ Configuration - Coe Ave Pipeline Upsizing	413.60
74824	01/09/2024	01/24/2024	Monterey Bay Analytical Services	Laboratory Testing	2,321.00
74825	06/07/2023	01/24/2024	Monterey One Water	FY 2022/ 2023 Grease Disposal Education Program	813.95
74826	12/21/2023	01/24/2024	Monterey One Water	Ground Water Replenishment - Billing for Usage 11/2023	29,141.89
74827	12/18/2023	01/24/2024	Verizon Wireless	Cell Phone Service 12/2023	1,080.38
74828	12/07/2023	01/24/2024	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #25	174,118.51
74829	01/08/2024	01/24/2024	Harris & Associates	Developers (Dunes 1B Promenade, Dunes 2 West, Enclave Phase 3, VTC Lightfighter Village)	16,091.48
74830	01/05/2024	01/24/2024	Orkin Franchise 925	BLM/ IOP Pest Control 01/2024	219.00
74831	11/28/2023	01/24/2024	Maggiore Bros Drilling	300 HP Vertical Turbine Hollow Shaft Motor	32,820.00
74832	01/01/2024	01/24/2024	Maynard Group	Network Support 01/2024	5,413.15
74833	12/31/2023	01/24/2024	DataProse, LLC	Customer Billing Statements 12/2023	6,053.73
74834	01/04/2024	01/24/2024	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	1,932.26
74835	12/22/2023	01/24/2024	Wallace Group	Developer (Wathen-Castanos Homes)	7,323.27
74836	01/16/2024	01/24/2024	Geiger	Letterhead Paper	309.71
74837	12/28/2023	01/24/2024	O'Reilly Automotive Stores, Inc.	Windshield Sealer - Vehicle #1001; Battery - Vehicle #1701	242.28
74838	12/11/2023	01/24/2024	Calcon Systems, Inc.	Sea Haven Cellular - Intertie 11/2023; SCADA Upgrade - Phase 1 10/2023	71,670.32
74839	12/29/2023	01/24/2024	Univar Solutions USA, Inc.	(1,804) gals Chlorine - Wells 10, 11, Intermediate Reservoir	6,081.49
74840	12/31/2023	01/24/2024	Pacific Ag Rentals LLC	Mobile Restroom Rental - Beach Office 12/2023	94.31
74841	12/31/2023	01/24/2024	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
74842	12/21/2023	01/24/2024	Edges Electrical Group, LLC	(7) Clear Electrical Connectors, General Operations/ Maintenance Supplies	4,208.78
74843	12/27/2023	01/24/2024	Mid-State Fleet Repair	Smoke Inspection - Vehicles S02, W01, 1102	210.00
74844	01/16/2024	01/24/2024	U.S. Bank National Association	Beach Office Copier Lease 01/10 - 02/09	275.32
74845	12/18/2023	01/24/2024	Monterey Bay Technologies, Inc.	14GB Backup Harddisk - Servers	228.41
74846	01/01/2024	01/24/2024	California Water Efficiency Partnership	2024 CalWEP and AWE Dues	3,410.20
74847	12/31/2023	01/24/2024	Evoqua Water Technologies, LLC	Chemical Pump Maintenance - East Garrison LS	1,752.39
74848	12/31/2023	01/24/2024	Peninsula Messenger LLC	Courier Service 01/2024	247.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74849	12/31/2023	01/24/2024	Iron Mountain, Inc.	Shredding Service 12/2023	338.30
74850	12/28/2023	01/24/2024	AT&T	Phone and Alarm Line Services 12/2023	159.40
74851	12/15/2023	01/24/2024	Inland Potable Services, Inc.	Tank Cleaning/ Inspection - (8) Sites	33,842.00
74852	01/01/2024	01/24/2024	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 01/2024	500.00
74853	01/03/2024	01/24/2024	EKI Environment & Water, Inc.	Monterey Subbasin Groundwater Sustainability Plan Implementation 11/2023	31,696.00
74854	12/14/2023	01/24/2024	Psomas	Construction Management - A1/A2 Tanks B/C Booster	50,009.51
74855	01/01/2024	01/24/2024	AT&T Mobility	SCADA Backup Internet 01/2024	57.55
74856	01/02/2024	01/24/2024	Ferguson Enterprises, Inc.	Brass Waterworks Supplies	674.73
74857	01/02/2024	01/24/2024	Ritter GIS, Inc.	GIS/ Cityworks AMS - IT Support Services 11/2023 - 12/2023	3,220.00
74858	12/31/2023	01/24/2024	AutoZone Parts, Inc.	Battery - Vehicle #1401	140.86
74859	11/27/2023	01/24/2024	Toledo Industrial Coatings	Intermediate Reservoir Recoating - 1-Year Tank Warranty Inspection	5,600.00
74860	12/27/2023	01/24/2024	HPS West, Inc.	(75) 3/4", (50) 1 1/2", (10) 2" Meters	69,544.25
74861	01/23/2024	01/24/2024	Monterey Bay Air Resources District	MBARD Generator Application Fee - A1/A2 Tanks B/C Booster	1,769.00
74862	12/31/2023	01/24/2024	Regional Government Services Authority	Grant Management/ Accounting Services 11/2023 - 12/2023	4,791.23
74863	01/04/2024	01/24/2024	Kysmet Security & Patrol, Inc.	Security Patrol Service - MCWD Offices 11/2023	300.00
74864	12/21/2023	01/24/2024	T-Mobile	Cell Phone Service 12/2023	1,320.88
74865	12/30/2023	01/24/2024	Hildebrand Consulting, LLC	Water, Wastewater, Recycled Water Rate Study; 2024 Cost Allocation Plan 12/2023	25,750.00
74866	01/08/2024	01/24/2024	Office Depot Business Credit	Office Supplies	149.05
74867	01/16/2024	01/24/2024	MPUSD Conservation/ Science Teacher Reimbursement	(100) Business Cards	37.57
74868	01/01/2024	01/24/2024	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 01/2024	847.96
74869	01/10/2024	01/29/2024	Quinn Company	Oil Analysis - (4) Generators	678.00
74870	01/09/2024	01/29/2024	Salinas Valley Ford	Alternator Bolt Installation, Oil Change - Vehicle #1501	883.39
74871	01/04/2024	01/29/2024	Johnson Controls Security Solutions LLC	Fire Panel Battery Replacement - IOP Office	1,273.09
74872	12/27/2023	01/29/2024	Cavanaugh & Associates, P.A.	2021, 2022 AWWA Water Audit Level 1 Validation	5,500.00
74873	12/31/2023	01/29/2024	Pacific Ag Rentals LLC	Mobile Restroom Rental 12/2023	93.34
74874	01/24/2024	01/29/2024	Daiohs USA	Coffee Supplies	536.21
74875	01/04/2024	01/29/2024	Aleshire & Wynder, LLP	Legal Services 11/2023 - 12/2023	220.00
74876	01/12/2024	01/29/2024	La Sirenita Tree Service	Tree Maintenance - Well Lot/ 3110 Pleasant Cir	2,500.00
74877	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 176 Via Del Mar Pl #B	46.32
74878	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - Hydrant Meter	2,030.14
74879	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 174 Via Del Mar Pl #A	52.14
74880	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 107 Noumea Rd	48.70
74881	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 3038 King Cir	52.50
74882	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 172 Via Del Mar Pl #A	67.34
74883	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 21610 Ord Ave	134.99
74884	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 170 Via Del Mar Pl #C	46.32
74885	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 2715 4th Ave	40.00
74886	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 221 Mortimer Ln #A	24.91

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74887	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 2766 Moonshell Ln	94.89
74888	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 172 Via Del Mar Pl #B	46.32
74889	01/23/2024	01/29/2024	Customer Service Refund	Refund Check - 174 Via Del Mar Pl #B	46.32
ACH	01/05/2024	01/05/2024	Payroll Direct Deposit	Payroll Ending 12/29/23	137,455.90
ACH	01/05/2024	01/05/2024	CalPERS	Payroll Ending 12/29/23	34,667.17
ACH	01/05/2024	01/05/2024	Empower Retirement	Payroll Ending 12/29/23	25,520.03
ACH	01/05/2024	01/05/2024	Internal Revenue Service	Payroll Ending 12/29/23	56,760.58
ACH	01/05/2024	01/05/2024	State of California - EDD	Payroll Ending 12/29/23	17,772.16
ACH	01/05/2024	01/05/2024	WageWorks, Inc.	Payroll Ending 12/29/23	1,299.16
501613	01/05/2024	01/05/2024	Teamsters Local Union No. 856	Payroll Ending 12/29/23	599.00
ACH	01/19/2024	01/19/2024	Payroll Direct Deposit	Payroll Ending 01/12/24	138,266.79
ACH	01/19/2024	01/19/2024	CalPERS	Payroll Ending 01/12/24	34,698.85
ACH	01/19/2024	01/19/2024	Empower Retirement	Payroll Ending 01/12/24	25,296.99
ACH	01/19/2024	01/19/2024	Internal Revenue Service	Payroll Ending 01/12/24	58,751.05
ACH	01/19/2024	01/19/2024	State of California - EDD	Payroll Ending 01/12/24	15,270.54
ACH	01/19/2024	01/19/2024	WageWorks, Inc.	Payroll Ending 01/12/24	1,299.16
501614	01/23/2024	01/25/2024	ACWA Joint Power Ins Authority	Workers Compensation Insurance 10/01/2023 - 12/31/2023	15,689.28
501615	01/02/2024	01/25/2024	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 02/2024	83,645.31
501616	12/25/2023	01/25/2024	AFLAC	Employee Paid Benefits 12/2023	1,781.22
501617	12/15/2023	01/25/2024	Employnet, Inc.	Temporary Customer Service Representatives 12/04 - 12/07	1,365.50
501618	12/06/2023	01/25/2024	Safeguard Business Systems, Inc.	W2, 1099 Forms/ Envelopes	142.33
501619	12/18/2023	01/25/2024	Principal Life	Employee Paid Benefits 01/2024	263.60
501620	12/09/2023	01/25/2024	Lincoln National Life Insurance Company	Life, Disability, AD&D Insurance 01/2024	3,215.43
501621	12/26/2023	01/25/2024	WageWorks, Inc.	FSA Admin Fees 12/2023	158.00
501622	12/14/2023	01/25/2024	Transamerica Life Insurance Company	Employee Paid Benefits 12/2023	313.96
501623	12/31/2023	01/25/2024	Cintas Corporation No. 630	Uniforms, Towels, Rugs 11/2023 - 12/2023	2,411.14
501624	12/31/2023	01/25/2024	Regional Government Services Authority	Human Resource Consulting Services 11/2023; Classification/ Compensation Study 11/2023 - 12/2023; Advertisements - Engineering Technician, Analyst I/ II/ III, Assistant/ Associate/ Senior Engineer	16,998.16
501625	12/11/2023	01/25/2024	Agile Occupational Medicine, PC	Pre-Employment - New Hire	100.00
<b>Total Disbursements for January 2024</b>					<b>2,072,245.28</b>

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 11-B

**Meeting Date:** February 20, 2024

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of January 22, 2024

**Staff Recommendation:** Approve the draft minutes of the January 22, 2024 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 January 22, 2024 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     No    **Funding Source/Recap:** None

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

**Material Included for Information/Consideration:** Draft minutes of January 22, 2024.

**Action Required:**     Resolution     Motion     Review

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Board Action

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

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

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





# Marina Coast Water District

## Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting  
January 22, 2024

### Draft Minutes

#### 1. Call to Order:

President Shriner called the meeting to order at 6:00 p.m. on January 22, 2024 both in-person at 920 2<sup>nd</sup> Avenue, Suite A, Marina, California; and, via Zoom teleconference.

#### 2. Roll Call:

##### Board Members Present:

Gail Morton – President  
Jan Shriner – Vice President  
Herbert Cortez – arrived at 6:30 p.m.  
Brad Imamura – arrived at 6:05 p.m.  
Thomas P. Moore

##### Board Members Absent:

None

##### Staff Members Present:

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

##### Audience Members:

Andy Sterbenz, Schaaf & Wheeler Consulting Civil Engineers  
Stephanie Loose  
Paula Pelot, Marina Resident  
Karen Araujo – Salinas Resident  
Jack Gao, Shea Homes  
Jenny Webster – Marina Resident  
David Canales – Marina Resident

3. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:02 p.m. to discuss the following items:

4. Closed Session:

- A. Pursuant to Government Code 54956.9  
Conference with Legal Counsel – Existing Litigation  
Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Party in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief); Sixth District Court of Appeals Case Nos. H049146 and H049170
- B. Pursuant to Government Code 54956.9(d)(2)  
Conference with Legal Counsel – Threat of Potential Litigation  
One Potential Case

Director Imamura arrived at 6:05 p.m. The Board ended closed session at 6:15 p.m. President Morton recessed the meeting at 6:15 p.m. and reconvened the meeting to open session at 6:28 p.m.

5. Reportable Actions Taken During Closed Session:

President Morton stated that there were no reportable actions taken during closed session.

6. Pledge of Allegiance:

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

7. Oral Communications:

There were no public comments.

8. Presentation:

- A. Adopt Resolution No. 2024-01 in Recognition and Appreciation of Director Jan Shriner's Outstanding Service as Board President from December 2021 through December 2023:

Director Moore made a motion to adopt Resolution No. 2024-01 in recognition and appreciation of Director Jan Shriner's outstanding service as Board President from December 2021 through December 2023. Director Imamura seconded the motion.

Director Cortez arrived at 6:35 p.m.

Agenda Item 8-A (continued):

Ms. Karen Araujo, Salinas resident, commended Vice President Shriner for her work, dedication, and leadership in the District. She also commended her for being the first female President of the District.

Ms. Stephanie Loose congratulated Vice President Shriner on the service she provided to the constituents of the District.

Mr. Derek Cray, MCWD Operations and Maintenance Manager, voiced his appreciation of Vice President Shriner's work and dedication through the years, including those when he was the Interim General Manager.

Mr. Remleh Scherzinger, General Manager, commended Vice President Shriner on her accomplishments and voiced his appreciation in working with her over the last several years. He also noted that Vice President Shriner had taken time each year to personally hand-write thank you cards to all the MCWD staff for Water Professionals Appreciation Week. Mr. Scherzinger commented that throughout the offices, many of the employees have those thank you cards openly displayed and are very proud of being recognized.

President Morton voiced her appreciation for the leadership Vice President Shriner provided, not only as a Director to the District, but also as an example of a Director who is elected to serve the public. She also thanked her for the dedication to making sure all constituents are heard and recognized.

Director Moore commented that he valued Vice President Shriner's contribution on the Board and stated that she is one of the hardest working Directors that he has worked with on the Board, and in addition to her work on the Board, she also has a full-time job with an hour or more commute each way, and volunteers at the Monterey Bay Aquarium.

Director Cortez thanked Vice President Shriner for her service as President and her support while he was Vice President. He noted that Vice President Shriner has the great skill set to listen, absorb and allow the other person to tell their story. Director Cortez thanked Vice President Shriner for allowing him to learn from her during his tenure as Vice President.

Director Imamura commented that he appreciated Vice President Shriner's patience during his first year on the Board while he was getting up to speed, and her contributions during that time were efficient and effective.

Vice President Shriner noted that there was a typo in the Resolution that should show she was President from December 2020 through December 2023 and Vice President for 2024.

Director Moore amended his motion to include those date corrections. Director Imamura seconded the amended motion.

Agenda Item 8-A (continued):

The amended motion was passed by the following vote:

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

President Morton, Director Imamura, Director Moore, and Director Cortez shared in the reading of the Resolution. Vice President Shriner thanked everyone for their support and comments. She commented that she couldn't have done it without everyone's support and kindness.

President Morton recessed the meeting from 6:45 p.m. until 7:00 p.m.

9. Consent Calendar:

Mr. Scherzinger stated that staff would like to remove Item 9-E (Receive the 4<sup>th</sup> Quarter 2023 Sewer Flow Report) from the agenda. He added that he would like to pull Items 9-H, 9-J, and 9-K from the Consent Calendar.

Director Moore made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of December 2023; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of December 18, 2023; C) Approve the Special Joint Board/GSA Meeting of December 28, 2023; D) Receive the 4<sup>th</sup> Quarter 2023 MCWD Water Consumption Report; F) Receive a Status Report Update on Current Capital Improvement Projects; G) Receive the Validated 2022 Water Loss Report and 2022 Level 1 Validation Review Documents; I) Consider Adoption of Resolution No. 2023-03 to Approve a Project Manager Classification Series Including Project Manager I, Project Manager II, and Senior Project Manager, Job Descriptions, and Salary Ranges; and, L) Adopt Resolution No. 2024-06 to Authorize a Professional Services Agreement to CSG Engineering, Inc. for On-Call Development Support Services: Development Review. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

H. Adoption of Resolution No. 2024-02 to Adopt the FY 2023-2024 Updates to the District Investment Policy:

Ms. Mary Lagasca, Director of Administrative Services, introduced this item explain that staff clarified Section 3040.3.4 to read, "unless (a) required to be of shorter maturity by law, (b) specifically authorized by the Board, or (c) as a part of a program no less than three months prior to the date of purchase, no investment shall be made..."

Agenda Item 9-H (continued):

President Morton made a motion to adopt Resolution No. 2024-02 to adopt the FY 2023-2024 updates to the District Investment Policy, as amended. Director Cortez seconded the motion. Director Cortez commended staff and Board members for all the work done on this policy. The motion was passed by the following vote:

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

J. Adopt Resolution No. 2024-04 to Authorize a Professional Services Agreement with Schaaf & Wheeler for the Design of the Tate Park Lift Station – MS 2401:

Mr. Scherzinger commented that both this item and item 9-K were remiss in using the full correct name of Schaaf & Wheeler Consulting Civil Engineers. He stated that moving forward staff will be consistent with the proper names of all consultants. Mr. Scherzinger also noted that in the Professional Services Agreement (PSA) template, although they were interchangeable, the word “Owner” should be replaced with “District”. Those sections are Article II on page 2 of the PSA, the Subcontractor’s or Subconsultant’s release of liens and claims on page 21 of the PSA, and the Sample Amendment on page 23 of the PSA. Mr. Scherzinger concluded that the changes were the same in both items.

Director Moore made a motion to adopt Resolution No. 2024-04 to authorize a Professional Services Agreement with Schaaf & Wheeler for the design of the Tate Park Lift Station – MS 2401, as amended. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

K. Adopt Resolution No. 2024-05 to Authorize a Professional Services Agreement with Schaaf & Wheeler for the Design of Tank B-2 – GW-0123:

Mr. Scherzinger stated that staff recommends the Board adopt Resolution No. 2024-05 to Authorize a Professional Services Agreement with Schaaf & Wheeler for the Design of Tank B-2 – GW-0123, as amended in the previous item.

Vice President Shriner made a motion to adopt Resolution No. 2024-05 to authorize a Professional Services Agreement with Schaaf & Wheeler for the Design of Tank B-2 – GW-0123. Director Moore seconded the motion. The motion was passed by the following vote:

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

10. Action Items:

- A. Adopt Resolution No. 2024-07 to Authorize a Professional Services Agreement with Schaaf & Wheeler for Engineering Services During Construction for the A1/A2 Reservoirs and B/C Booster Pump Station Project – GW-0112:

Mr. Patrick Breen, Water Resources Manager, introduced this item and explained that the same changes would be made in this PSA with changing the name to Schaaf & Wheeler Consulting Civil Engineers, and replacing “Owner” with “District” as previously explained.

Director Moore made a motion to adopt Resolution No. 2024-07 to authorize a Professional Services Agreement with Schaaf & Wheeler for Engineering Services during construction for the A1/A2 Reservoirs and B/C Booster Pump Station Project – GW-0112. Director Cortez seconded the motion. The motion was passed by the following vote:

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

- B. Adopt Resolution No. 2024-08 to Award a Contract to Calcon Systems Inc. for the Programmable Logic Controller Replacement Project Phase 1 and Amend the FY 2023-2024 Budget – WE-2403:

Mr. Cray introduced this item. Director Moore asked clarifying questions.

Director Moore made a motion to adopt Resolution No. 2024-08 to award a contract to Calcon Systems Inc. for the Programmable Logic Controller Replacement Project Phase 1 and amend the FY 2023-2024 Budget – WE-2403. Vice President Shriner commended staff and Board members for all the work done on this policy. The motion was passed by the following vote:

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

- C. Receive the Marina Coast Water District FY 2023-2024 Mid-Year Report and Adopt Resolution No. 2024-09 to Amend the Capital Improvement Projects Budget to Adjust Funding for A2/A2 Reservoir and B/C Booster Station Project, Well 12 Project, Solar Array Project, and the Gigling and Ord Village Lift Station/Force Main Projects:

Ms. Lagasca introduced this item and presented the FY2023-2024 Mid-Year Report to the Board. She then reviewed the suggested budget amendments: move \$2,184,350 from the 2019 Bond to Capacity Fees to cover the A1/A2 Tank B/C Booster Station Project; reallocate \$225,000 from Well Rehab to Well 12; move \$150,000 from capacity fees to Solar Array; and, move \$230,000 from the 2019 Bond to close out prior year projects. The Board asked clarifying questions.

Agenda Item 10-C (continued):

Director Cortez left the meeting at 7:39 p.m.

President Morton made a motion to receive the Marina Coast Water District FY 2023-2024 Mid-Year Report and adopt Resolution No. 2024-09 to amend the Capital Improvement Projects Budget to adjust funding for A2/A2 Reservoir and B/C Booster Station Project, Well 12 Project, Solar Array Project, and the Gigling and Ord Village Lift Station/Force Main Projects. Director Moore seconded the motion. The motion was passed by the following vote:

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

#### 11. Informational Items:

##### A. General Manager's Report:

Mr. Scherzinger reported the following:

1. Signed the \$6.4M grant for the Sustainable Groundwater Management Act Implementation for the Monterey Subbasin;
2. the Engineering department is currently working on a WaterSMART grant for Advanced Metering Infrastructure (AMI);
3. staff is looking into a Federal Grant for accounts that are in arrears;
4. he presented to the Monterey Peninsula Chamber of Commerce about water supply;
5. the District received APWA Awards for two projects that were completed in 2023;
6. the California Pipeline has been ordered and shipped.

##### B. Committee and Board Liaison Reports:

###### 1. Budget and Engineering Committee:

Vice President Shriner gave a brief update.

###### 2. Executive Committee:

President Morton gave a brief update.

###### 3. Community Outreach Committee:

Director Imamura gave a brief update.

###### 4. MCWD/SVBGSA Steering Committee:

President Morton gave a brief update.

12. Board Member Requests for Future Agenda Items:

There were no requests for items.

13. Director's Comments:

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

14. Adjournment:

The meeting was adjourned at 8:28 p.m.

APPROVED:

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Gail Morton, President

ATTEST:

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Paula Riso, Deputy Secretary



**Marina Coast Water District  
Staff Report**

**Agenda Item:** 11-C

**Meeting Date:** February 20, 2024

**Prepared By:** Tobias Osborne

**Approved By:** Remleh Scherzinger, PE

**Reviewed By:** Patrick Breen

**Agenda Title:** Receive the 4th Quarter 2023 Sewer Flow Report

**Summary:** The Board is requested to receive the 2023 Sewer Flow Report for the 4th quarter of 2023 which ended December 31<sup>st</sup>. This report includes information of sewer flows through the Marina Coast Water District system to Monterey One Water (M1W).

M1W provides the flow data for the Marina Pump Station monthly through an automated report.

The Marina Community's sanitary sewer flow to the M1W interceptor system is measured at a connection to the M1W interceptor system located at 180 Reservation Road in Marina. Marina sewer flows for the period that started on October 1, 2023, and ended December 31, 2023, were 92.92 million gallons per day (MGD) which yielded an average daily sewer flow of 1.01 MGD.

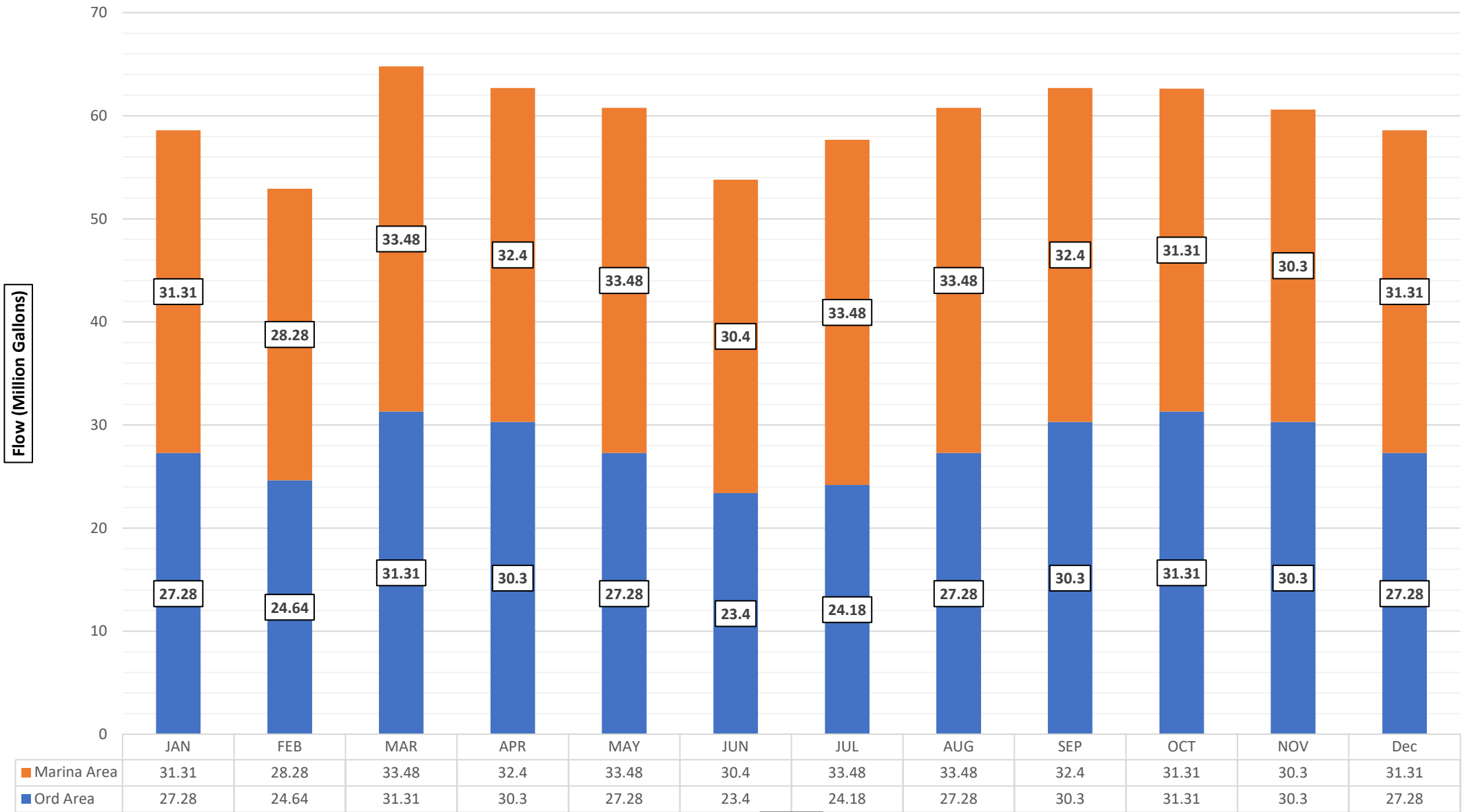
The Ord Community's sanitary sewer flow to the M1W interceptor system is measured by a District flume structure located adjacent to the retired Main Garrison wastewater treatment plant. The Ord Community sanitary sewer flows for the period that started on October 1, 2023, and ended on December 31, 2023, was 87.89 MGD, which yielded an average daily sewer flow of 0.98 MGD.

The report also includes charts for October-December 2023 average daily flows and total flows measured in million gallons by month.



## 2023 TOTAL MONTHLY FLOWS

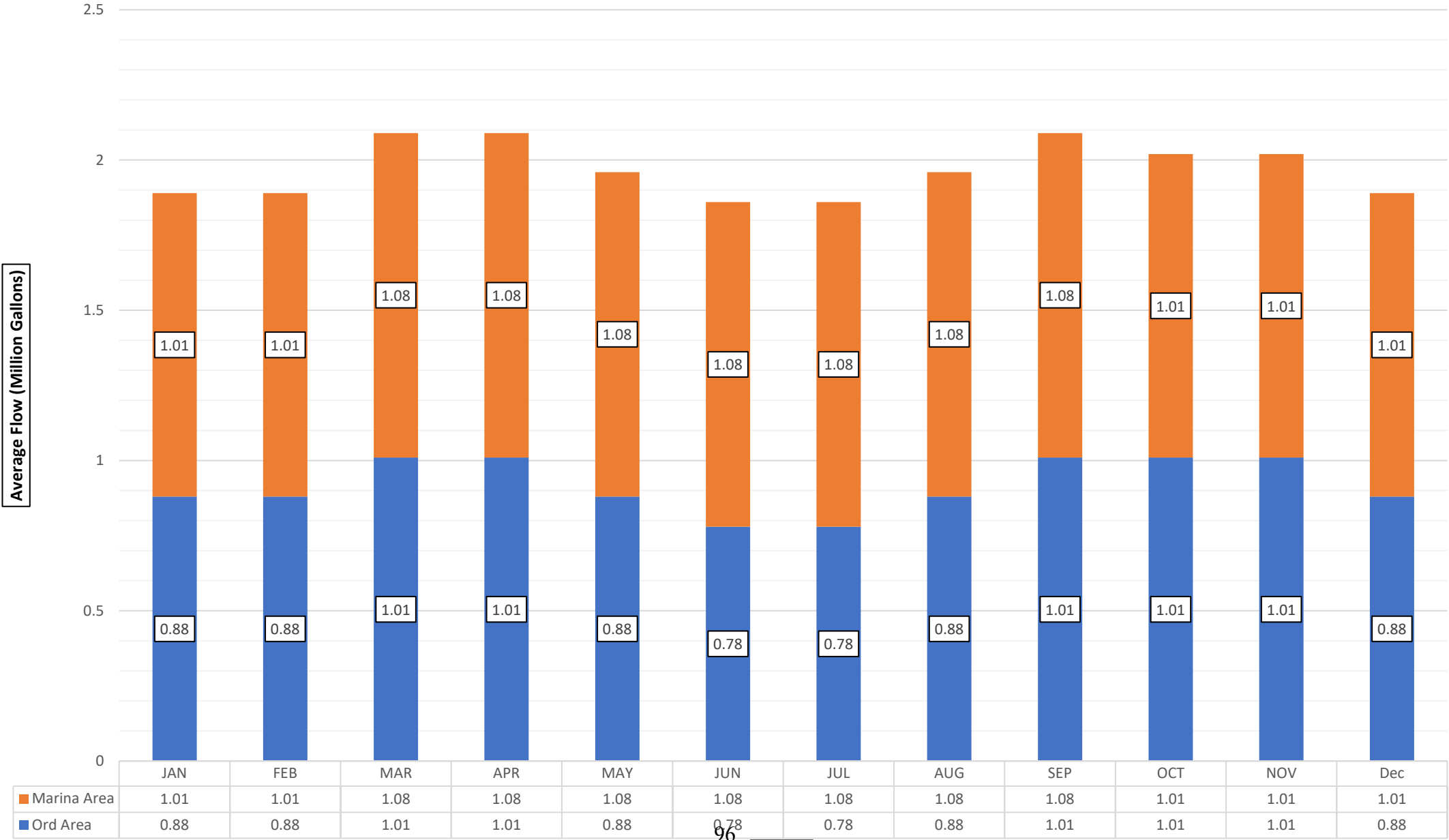
■ Ord Area    ■ Marina Area





# 2023 AVERAGE DAILY FLOWS PER MONTH

■ Ord Area ■ Marina Area



Month

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 11-D

**Meeting Date:** February 20, 2024

**Prepared By:** Mary Lagasca

**Approved By:** Remleh Scherzinger

**Agenda Title:** Receive the District FY 2024-2025 Draft Budget Schedule and Set Date for the FY 2024-2025 Budget Workshop

**Staff Recommendation:** The Board of Directors receive the FY 2024-2025 Budget Schedule and set the date for the Budget Workshop for April 22, 2024.

**Background:** *Strategic Plan, Element No. 3 – Fiscal Planning.*

**Discussion/Analysis:** Staff has begun the budget process for FY 2024-2025. Attached is the draft schedule for the FY 2024-2025 Budget. Staff is requesting to hold the District’s Budget Workshop on April 22, 2024.

**Environmental Review Compliance:** None Required.

**Legal Counsel Review:** None Required.

**Climate Adaptation:** None Required.

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

**Other Considerations:** None.

**Materials Included for Information/Consideration:** FY 2024-2025 Draft Budget Schedule

Action Required:     Resolution     Motion     Review

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Board Action

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

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

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

# **Marina Coast Water District Fiscal Year 2025 Budget Calendar**

- February 20, 2024 – Present the FY 2025 Proposed Budget Calendar to the Board
- April 2, 2024 – Present the FY 2025 Proposed Budget to the Budget & Engineering Committee
- April 22, 2024 – Board Meeting - FY 2025 Budget Workshop
- May 7, 2024 – Present the Revised FY 2025 Budget to the Budget & Engineering Committee
- June 17, 2024 – Present the Revised FY 2025 Draft Budget to the Board for Adoption

**Marina Coast Water District**  
Agenda Transmittal

**Agenda Item:** 12-A

**Meeting Date:** February 20, 2024

**Prepared By:** Dominique Bertrand, EIT

**Approved By:** Remleh Scherzinger, PE

**Reviewed By:** Garrett Haertel, PE

**Agenda Title:** Adopt Resolution No. 2024-11 to Approve the Application for the U.S. Bureau of Reclamation WaterSMART Grant Program for FY 2024/2025

**Staff Recommendation:** Adopt Resolution No. 2024-11 to authorize the Marina Coast Water District's (District) application, and approving negotiation and execution of a cooperative agreement with the United States Bureau of Reclamation for a WaterSMART FY 2024/2025 Water and Energy Efficiency Grant (WEEG) (funding opportunity number R24as00052).

**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. Strategic Goal 2.1 - Improvements and expansion plans for existing water (potable water and recycled water) delivery and wastewater collection systems; 2020 System Master Plans.*

**Discussion/Analysis:** The District seeks funding for the implementation of the Automated Meter Reading (AMR) to Advanced Metering Infrastructure (AMI) Water Meter Conversion Project. This vital project will upgrade approximately 9,238 outdated AMR meters with Automated Metering Infrastructure (AMI) technology, including the installation of three communication towers equipped with receivers and centralized software infrastructure to facilitate the deployment of AMI-enabled meters. Upgrades to the meters will be completed either through complete replacement or retrofitting of existing meters. AMR Meters aged ten years or older will be replaced with AMI meters. AMR meters younger than ten years will be retrofitted to be AMI compatible. The decision was made to retrofit meters younger than ten years to reduce overall project costs.

Currently, monthly manual readings take approximately 20 working days with two staff members, limiting the ability to promptly identify leaks, minimize waste or utility theft, and generating greenhouse gas (GHG) emissions through vehicle miles driven to collect usage data creating the potential for long-lasting leaks, large water losses and inputs to the environment. The Project is expected to result in annual water savings of 254 acre-feet per year (AFY) and with associated reductions in GHG emissions of 10.9 metric tons of carbon dioxide (CO<sub>2</sub>) emissions per year or 218 metric tons of CO<sub>2</sub> over the 20-year lifetime of the project. This equates to 27,943 miles driven by an average gasoline-powered passenger vehicle per year and to 558,860 miles driven by an average gasoline-powered passenger vehicle over the project's 20-year lifetime. The reduction in CO<sub>2</sub> will be accomplished through eliminating meter reading routes and service requests related to meter issues, reduced well pumping costs by reducing system water demand, and the launch of a District wide meter testing program. The proposed project addresses the following key issues:

- Confirmation of functional status of installed meters: The AMI technology will allow for the confirmation that the installed meters are functional and online.
- Real-time Leak Detection: The installation of AMI technology enables the immediate detection of leaks, reducing water losses and associated costs.
- Theft Deterrence and Water Conservation: AMI meters discourage water theft and promote individual and business water conservation, resulting in substantial water savings.
- Operational Efficiency and Cost Reduction: Real-time data collection reduces energy use and operating costs in water supply and wastewater collections, minimizing carbon emissions.
- Preventative Maintenance: Improved ability to conduct preventative maintenance on the water distribution system, enhancing overall system reliability.
- Customer Empowerment: Customers gain the ability to monitor water usage accurately through the District's online portal, fostering water-conscious behavior.

The District has engaged the services of The Ferguson Group (TFG) to assist with the development of the WaterSMART grant application.

**Environmental Review Compliance:** Environmental review will be required for the sites of the three communications towers. This will be completed prior to the final approval of the project. Nothing in this grant application and related agreements commits, or shall be deemed to commit, MCWD or any other governmental body to approve or implement any project under the grant, and they may not do so until environmental review of the project as required under CEQA, and under NEPA if required, has been completed.

**Legal Counsel Review:** Legal Counsel has reviewed this document.

**Climate Adaptation:** The project will combat and offset the impacts of climate change through a reduction in energy usage linked to lower pumping demands and reduced water entering wastewater lift stations. In addition, a reduction in GHG emissions from a significant reduction in miles driven by the District fleet for manual meter reading. This project will contribute to lowering the District's general GHG emissions by an anticipated 10.9 metric tons of CO2 emissions per year, providing more energy resources for other projects and reducing net GHG emissions in California.

**Financial Impact:**  Yes  No **Funding Source/Recap:** Matching funds from Capacity fees. The proposed budget for this project is \$6,377,282 which would require a funding match of \$3,188,641 from capacity fee funds if the grant is awarded and the Board approves the project.

**Material Included for Information/Consideration:** Resolution No. 2024-11.

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

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Board Action

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

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

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

February 20, 2024

Resolution No. 2024-11  
Resolution of the Board of Directors  
Marina Coast Water District

Authorizing the District's Application, and Approving Negotiation and Execution of a Cooperative Agreement with The United States Department of the Interior Bureau of Reclamation for a WaterSMART FY 2024/2025 Water and Energy Efficiency Grant (Funding Opportunity Number R24as00052)

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), regular meeting duly called and held on February 20, 2024, at 920 Second Avenue, Suite A, Marina, California as follows, as follows:

WHEREAS, the United States Department of the Interior, Bureau of Reclamation under the WaterSMART: FY 2024/2025 Water and Energy Efficiency Grant (WEEG) has made funding available to qualifying applicants; and,

WHEREAS, the MCWD Board of Directors and staff have identified a potential project that exemplifies the objectives of the WaterSMART grant opportunity; and,

WHEREAS, the District agrees to the administration and cost-sharing requirements of the WaterSMART grant criteria and desires to submit an application to be eligible for a grant award.

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

1. Adopt Resolution No. 2024-12 Authorizing The District's Application, and Approving Negotiation and Execution of a Cooperative Agreement with the United States Bureau of Reclamation for a WaterSMART FY 2024/2025 Water and Energy Efficiency Grant (Funding Opportunity Number R24as00052)
2. Authorize the General Manager or his designee to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.
3. Acknowledge the submissionst referenced above are in the best interest of MCWD and its customers; and,
4. Authorize the General Manager, to file, on behalf of the Directors of MCWD, an application with the Bureau of Reclamation under the WaterSMART: FY 2024/2025 WEEG program; and,
5. Authorize District staff to receive, if awarded, the WaterSMART: FY 2024/2025 Water and Energy Efficiency Grant program funding and make a good faith effort to enter into a cooperative agreement with the Bureau of Reclamation for the receipt and administration of said grant funds; and,
6. Certify that the District is capable of providing the amount of funding and/or in-kind contributions specified in the grant application funding plan.
7. Nothing in foregoing grant application and related agreements commits, or shall be deemed to commit, MCWD or any other governmental body to approve or implement any project under the grant, and they may not do so until environmental review of the project as required under CEQA, and under NEPA if required, has been completed.



PASSED AND ADOPTED on FEBRUARY 20, 2024, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

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

ATTEST:

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

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2024-11 adopted February 20, 2024.

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