



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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DIRECTORS

JAN SHRINER
President

HERBERT CORTEZ
Vice President

THOMAS P. MOORE
GAIL MORTON
MATT ZEPPERMAN

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
Via Zoom Teleconference**

Monday, August 15, 2022, 6:30 p.m. PST

Due to Governor Newsom's Executive Order N-29-20 and recommendations on protocols to contain the spread of COVID-19, staff and Board members will be attending the August 15, 2022 meeting remotely from various locations. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception. There may be limited opportunity to provide verbal comments during the meeting. Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, August 15, 2022; 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/81525420205?pwd=VStrb0tNLytlMjJZV3FsdG4vWjc2Zz09>

Passcode: 705117

To participate via phone: 1-669-900-9128; Meeting ID: 815 2542 0205; Passcode: 705117

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

1. Call to Order

2. Roll Call

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

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road, Marina. The agenda shall also be posted at the following locations, but those locations are not official agenda posting locations for purposes of section 54954.2(a)(1): City of Marina Council Chambers. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Wednesday, August 10, 2022. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5910

4. Closed Session

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

Reconvene Open Session

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

6. Pledge of Allegiance

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

8. Presentations

- A. [Adopt Resolution No. 2022-38 in Recognition of Andrew Racz, Senior Engineer, for 5 Years of Service to the Marina Coast Water District](#)
(Page 1)
- B. [Adopt Resolution No. 2022-39 in Recognition of Warren Foster, System Operator II, for 15 years of Service to the Marina Coast Water District](#)
(Page 5)
- C. [Adopt Resolution No. 2022-40 in Recognition of Lizet Ybarra, Accounting Technician, for 20 years of Service to the Marina Coast Water District](#)
(Page 9)

9. [Consent Calendar](#)

- A. [Receive and File the Check Register for the Month of July 2022](#)
(Page 14)
- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 18, 2022](#)
(Page 19)
- C. [Receive an Update on the Fiscal Impacts to the District due to Covid-19](#)
(Page 25)
- D. [Adopt Resolution No. 2022-41 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days](#)
(Page 35)

[E. Adopt Resolution No. 2022-42 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Lightfighter Village GP, LLC for the Lightfighter Village Development in Marina, CA](#)

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

[A. Adopt Resolution No. 2022-43 to Execute a Mutual Assistance Agreement Between Marina Coast Water District and the Castroville Community Services District](#)

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

A. General Manager's Report

B. Committee and Board Liaison Reports

1. Special Districts Association of Monterey County
2. M1W Board Member Liaison

12. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, September 19, 2022, 6:30 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-A

Meeting Date: August 15, 2022

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-38 in Recognition of Andrew Racz, Senior Engineer, for 5 Years of Service to the Marina Coast Water District

Staff Recommendation: The Board of Directors consider adoption of Resolution No. 2022-38 in recognition of Andrew Racz, Senior Engineer, and awarding a gift certificate for five years of service to the Marina Coast Water District.

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

Discussion/Analysis: Andrew Racz joined the District on May 22, 2017, as an Assistant Engineer and is currently a probationary Senior Engineer.

During his five years with the District, Andrew's responsibilities have grown from performing assigned engineering tasks to review and inspection of development projects and serving as project engineer for capital improvement projects.

Andrew has a positive and friendly attitude toward customers and co-workers alike. He provided key logistics and support between project participants for the Regional Urban Water Augmentation Project to enable the District to begin providing recycled water to its customers.

Some of Andrew's recent notable projects include finalization of the Ord Lift Station, continued oversight of the Dunes and Seahaven developments, and initiating the Inter-Garrison Pipeline project.

In December of 2021, Andrew was promoted to a probationary Senior Engineer with the District.

It is with great pleasure that the District recognizes Andrew Racz five years of service to the Marina Coast Water District and wishes him well in his continued service to the District.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

Financial Impact: X Yes No
cost centers – Hospitality and Awards.

Funding Source/Recap: All four

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2022-38.

Motion By_____ Seconded By_____ No Action Taken_____

Ayes _____ Abstained _____

Abstained _____

Absent_____

August 15, 2022

Resolution No. 2022-38
Resolution of the Board of Directors
Marina Coast Water District
In Recognition of Andrew Racz, Senior Engineer, 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 August 15, 2022 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Andrew Racz joined the District on May 22, 2017 as an Assistant Engineer; and,

WHEREAS, he was promoted to probationary Senior Engineer on December 20, 2021; and,

WHEREAS, Andrew’s responsibilities have grown from performing assigned engineering tasks to review and inspection of development projects, and serving as a project engineer for capital improvement projects; and,

WHEREAS, Andrew projects a positive and friendly attitude toward customers and co-workers alike; and,

WHEREAS, he provided key logistics and support between project participants for the Regional Urban Water Augmentation Project; and,

WHEREAS, Andrew’s recent efforts have focused on finalization of the Ord Lift Station, continued oversight of the Dunes and Seahaven developments, and the initiating the Inter-garrison Pipeline project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Andrew Racz for 5 years of service to the Marina Coast Water District, awarding a gift certificate and wishes him continued success with the District.

PASSED AND ADOPTED on August 15, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors_____

Noes: Directors_____

Absent: Directors_____

Abstained: Directors_____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-38 adopted August 15, 2022.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-B

Meeting Date: August 15, 2022

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-39 in Recognition of Warren Foster, System Operator II, for 15 Years of Service to MCWD

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-39 in recognition of Warren Foster for 15 years of service with MCWD.

Background: *Strategic Plan, Goal No. 5.0—to recruit and retain 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: Warren began employment with the District as a Meter Reader on July 23, 2007. In October of 2011, Warren was promoted to a System Operator I and then promoted again in 2012 to a System Operator II. Warren is always early, willing to learn, and takes the initiative to learn the ins and out of the District's complex water and sewer systems. In the last few years, Warren has taken on the role of underground utility marking for the District, which is an essential task to prevent utilities from being hit during construction. Warren is also one of the go-to persons for CCTV of the District's sewer mains.

Currently, Warren holds the following professional certifications:

- SWRCB Water Distribution Operator Grade III
- SWRCB Water Treatment Operator Grade II
- CWEA Collection System Maintenance Grade II
- AWWA Backflow Certified Tester
- NASSCO Manhole and Pipeline Assessment Certification

Warren comes to work daily with a positive attitude and is well-liked by all his coworkers. He is patient and is always willing to show his fellow new operators the ropes. With gained seniority in the department, Warren has taken on a mentorship role to the up-and-coming Operators within the department. It is with great pleasure to recognize Warren and thank him for his hard work and dedication to the District for the past 15 years.

Environmental Review Compliance: None required.

Climate Action: Not applicable.

Financial Impact: X Yes No **Funding Source/Recap:** Expenditures for a gift card are allocated across four cost centers; 01-Marina Water, 02-Marina Sewer, 03-Fort Ord Water, and 04-Fort Ord Sewer.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2022-39.

Action Required: X Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

Resolution No. 2022-39
Resolution of the Board of Directors
Marina Coast Water District
Recognizing Warren Foster, System Operator II,
For 15-Years of Service to MCWD

August 15, 2022

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 15, 2022 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Warren Foster joined the District as a Meter Reader on July 23, 2007; and,

WHEREAS, in October 2011, Warren was promoted to the position of System Operator I, and then promoted again in 2012 to a System Operator II; and,

WHEREAS, Warren has actively sought out State certifications and currently holds a Grade 2 CWEA Collections System Maintenance, D3 Water Distribution Operator, T2 Water Treatment Plant Operator, and an AWWA Backflow Certified Tester; and,

WHEREAS, Warren is the go-to person for knowledge of the District’s underground system, and strives to provide accurate markings of the District’s infrastructure; and,

WHEREAS, Warren is well-liked and respected by all his coworkers and is always courteous to all those around him, and;

WHEREAS, as one of the senior Operators within the department, Warren has taken on a mentorship role with the new System Operator, and works directly with new hires to help them learn the complex systems with the District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby recognize and appreciate Warren Foster for fifteen years of service to the Marina Coast Water District, hereby presenting him with a virtual gift certificate, and wishes him continued success with the District.

PASSED AND ADOPTED on August 15, 2022 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-39 adopted August 15, 2022.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-C

Meeting Date: August 15, 2022

Prepared By: Tamela Hatfield

Presented By: Remleh Scherzinger

Agenda Title: Consider Adoption of Resolution No. 2022-40 in Recognition of Lizet Ybarra, Accounting Technician, for 20 Years of Service to Marina Coast Water District

Staff Recommendation: Consider adoption of Resolution No. 2022-40 in recognition of Lizet Ybarra, Accounting Technician, and awarding a gift certificate for twenty years of service to MCWD.

Background: *Strategic Plan, Strategic Goal No. 5.1 – Recruit and retain high-performing, engaged personnel.*

Discussion/Analysis: Lizet Ybarra began employment with the District as an Accounting Technician on August 1, 2002. In 2003, while working as an Accounting Technician, Lizet obtained her Associate's Degree in Applied Science – Accounting.

Lizet's primary responsibilities are the performance of all payroll duties including quarterly tax reporting, accounts payable functions, and the processing of various accounts receivable and cash receipts. Earlier this year, Lizet oversaw the transition of the Operations & Maintenance department from manual to electronic timesheet reporting. In addition, she provides statistical reports during the annual fiscal year end close.

Lizet is a very loyal employee with high integrity and is always helpful and courteous in providing service to the District's employees, vendors and customers. She is a team player and will take on additional responsibilities when needed. In addition, over her twenty-year tenure at MCWD, Lizet has adapted well to changes in the District.

It is therefore with great pleasure that the District recognizes Lizet Ybarra for her twenty years of outstanding service to the Marina Coast Water District, and wishes her well in her continued service to the District.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

Financial Impact: X Yes No **Funding Source/Recap:** Expenditures for service awards are allocated across four cost centers; 01-Marina Water, 02-Marina Sewer, 03-Fort Ord Water, and 04-Fort Ord Sewer.

Other considerations: None.

Material Included for Information/Consideration: Resolution No. 2022-40.

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

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____

Abstained_____

Noes_____

Absent_____

August 15, 2022

Resolution No. 2022-40
Resolution of the Board of Directors
Marina Coast Water District
Recognizing Lizet Ybarra, Accounting Technician,
for 20 Years of Service to Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on August 15, 2022 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20; as follows:

WHEREAS, Lizet Ybarra joined the District on August 1, 2002 as an Accounting Technician; and,

WHEREAS, while working as an Accounting Technician, Lizet earned an Associate’s Degree in Applied Science - Accounting; and,

WHEREAS, over the past 20 years, Lizet has not only been a very loyal employee with high integrity and helpful and courteous in providing service to the District’s employees, vendors and customers but has also been a great asset as a team player by always willing to offer assistance when needed.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Lizet Ybarra for twenty years of outstanding service to the Marina Coast Water District, presents her with a gift certificate, and wishes her continued success with the District.

PASSED AND ADOPTED on August 15, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors_____

Noes: Directors_____

Absent: Directors_____

Abstained: Directors_____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-40 adopted August 15, 2022.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9

Meeting Date: August 15, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Consent Calendar

Staff Recommendation: The Board of Directors 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 July 2022
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 18, 2022
- C) Receive an Update on the Fiscal Impacts to the District due to Covid-19
- D) Adopt Resolution No. 2022-41 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days
- E) Adopt Resolution No. 2022-42 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Lightfighter Village GP, LLC for the Lightfighter Village Development in Marina, CA

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

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 July 2022; draft minutes of July 18 2022; Covid Fiscal Impact Graphs; Resolution No. 2022-41; Resolution No. 2022-42; and, Infrastructure Agreement.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-A

Meeting Date: August 15, 2022

Prepared By: Remleh Scherzinger

Approved By: Remleh Scherzinger

Agenda Title: Receive and File the Check Register for the Month of July 2022

Staff Recommendation: The Board of Directors receive and file the July 2022 expenditures totaling \$1,568,923.17.

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 July 2022 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

Other Consideration: None.

Material Included for Information/Consideration: July 2022 Summary Check Register.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 2022 SUMMARY CHECK REGISTER

| DATE | CHECK # | CHECK DESCRIPTION | AMOUNT |
|---------------------|-----------------|-----------------------------------|----------------------------|
| 07/06/2022 | 72339 - 72341 | Check Register | 83,977.23 |
| 07/15/2022 | 72342 - 72365 | Check Register | 37,016.68 |
| 07/18/2022 | 72366 - 72391 | Check Register | 50,713.70 |
| 07/19/2022 | Wire | Santa Cruz County Bank | 118,694.06 |
| 07/26/2022 | 72392 - 72412 | Check Register | 460,524.51 |
| 07/08/2022 | 501387 | Payroll Checks and Direct Deposit | 106,147.88 |
| 07/08/2022 | ACH | CalPERS | 24,866.82 |
| 07/08/2022 | ACH | Empower Retirement | 11,946.76 |
| 07/08/2022 | ACH | Internal Revenue Service | 43,618.12 |
| 07/08/2022 | ACH | State of California - EDD | 9,496.00 |
| 07/08/2022 | ACH | WageWorks, Inc. | 780.45 |
| 07/08/2022 | 501388 | Check Register | 599.00 |
| 07/22/2022 | 501389 | Payroll Checks and Direct Deposit | 111,204.02 |
| 07/22/2022 | ACH | CalPERS | 26,287.80 |
| 07/22/2022 | ACH | Empower Retirement | 11,896.76 |
| 07/22/2022 | ACH | Internal Revenue Service | 46,024.95 |
| 07/22/2022 | ACH | State of California - EDD | 10,368.38 |
| 07/22/2022 | ACH | WageWorks, Inc. | 780.45 |
| 07/25/2022 | 501390 - 501395 | Check Register | 81,991.60 |
| 07/25/2022 | ACH | CalPERS | 331,988.00 |
| TOTAL DISBURSEMENTS | | | <u><u>1,568,923.17</u></u> |

| Check No | Invoice Date | Check Date | Vendor Name | Description | Amount |
|----------|--------------|------------|--------------------------------------------|------------------------------------------------------------------------------------------------------------|-----------|
| 72339 | 05/04/2022 | 07/06/2022 | Monterey Peninsula Engineering | RUWAP Distribution System - Construction Pmt #20A | 73,320.20 |
| 72340 | 08/01/2022 | 07/06/2022 | The Ferguson Group, LLC | Grant Writing and Legislative Advocacy 07/2022, 08/2022 | 3,400.00 |
| 72341 | 07/06/2022 | 07/06/2022 | All American Transmissions | Transmission Repair - Vehicle #1238 | 7,257.03 |
| 72342 | 06/30/2022 | 07/15/2022 | Ace Hardware of Watsonville, Inc. | General Supplies | 621.25 |
| 72343 | 06/22/2022 | 07/15/2022 | Carlons Fire Extinguisher | First Aid Supplies | 142.03 |
| 72344 | 06/30/2022 | 07/15/2022 | Insight Planners | Web Development/ Maintenance and Hosting 06/2022 | 1,764.00 |
| 72345 | 06/21/2022 | 07/15/2022 | Grainger | General Supplies | 115.57 |
| 72346 | 06/30/2022 | 07/15/2022 | Peninsula Welding & Medical Supply, Inc. | Gas Cylinder Tank Rental Fee - Welding Supplies | 12.90 |
| 72347 | 06/01/2022 | 07/15/2022 | SWRCB - DWOCB | Grade II Water Distribution Certification Renewal | 60.00 |
| 72348 | 07/01/2022 | 07/15/2022 | Fashion Streaks | (24) Custom MCWD Stickers | 648.95 |
| 72349 | 06/29/2022 | 07/15/2022 | Beck's Shoe Store, Inc. - Monterey | Boot Benefit - Engineering | 106.79 |
| 72350 | 07/12/2022 | 07/15/2022 | Special District Association | SDA Quarterly Meeting | 120.00 |
| 72351 | 06/23/2022 | 07/15/2022 | Jones Hall, APLC | Second/ Third Amendment - PNC Bank Loan Agreement | 10,000.00 |
| 72352 | 06/21/2022 | 07/15/2022 | Pitney Bowes, Inc. (Supplies) | Postage Machine Supplies | 83.57 |
| 72353 | 06/28/2022 | 07/15/2022 | O'Reilly Automotive Stores, Inc. | Auto/ General Supplies | 220.72 |
| 72354 | 05/31/2022 | 07/15/2022 | Pacific Ag Rentals LLC | Mobile Restroom Rental - Beach/ Ord Offices | 1,064.88 |
| 72355 | 06/20/2022 | 07/15/2022 | Central Coast Sign & Design | (5) MCWD Metal Site Signs | 444.65 |
| 72356 | 06/23/2022 | 07/15/2022 | Stradling Yocca Carlson & Rauth | Third Amendment - PNC Bank Loan Agreement | 10,000.00 |
| 72357 | 06/24/2022 | 07/15/2022 | U.S. Bank National Association | IOP Office Copier Lease 06/20 - 07/19 | 287.34 |
| 72358 | 07/01/2022 | 07/15/2022 | Monterey Bay Technologies, Inc. | IT Support Services 07/2022 | 3,600.00 |
| 72359 | 06/30/2022 | 07/15/2022 | Access Monterey Peninsula, Inc. | Filming and Production 06/2022 | 460.00 |
| 72360 | 06/21/2022 | 07/15/2022 | Western Exterminator Company | Pest Control - Beach Office 06/2022 | 106.75 |
| 72361 | 07/06/2022 | 07/15/2022 | TIAA, FSB | Ord Office Copier, eCopy ScanStation Leases 07/2022 | 422.04 |
| 72362 | 06/30/2022 | 07/15/2022 | Marina Coast Water District (BLM) | BLM Water, Sewer, Fire Service 06/2022 | 391.26 |
| 72363 | 07/01/2022 | 07/15/2022 | Pure Janitorial, LLC | Janitorial Service - MCWD, BLM Offices 06/2022 | 5,000.00 |
| 72364 | 06/30/2022 | 07/15/2022 | Cintas Corporation No. 630 | Uniforms, Towels, Rugs 06/2022 | 1,204.88 |
| 72365 | 06/22/2022 | 07/15/2022 | Silkscreen Express | (500) Business Cards | 139.10 |
| 72366 | 06/20/2022 | 07/18/2022 | Salinas Valley Ford | Vehicle Inspection - Vehicle #1238 | 185.00 |
| 72367 | 07/05/2022 | 07/18/2022 | Pitney Bowes Global Financial Services LLC | Postage Machine Lease 05/09 - 08/08 | 1,089.75 |
| 72368 | 07/07/2022 | 07/18/2022 | Pitney Bowes Purchase Power (Postage) | Postage Meter Refill | 1,026.99 |
| 72369 | 06/30/2022 | 07/18/2022 | Monterey Newspapers Partnership | Public Notice, Publication in Full - Ordinance 62 | 4,365.88 |
| 72370 | 07/08/2022 | 07/18/2022 | Monterey Bay Analytical Services | Laboratory Testing | 714.00 |
| 72371 | 07/09/2022 | 07/18/2022 | Johnson Controls Security Solutions LLC | Ord Service Alarm 08/2022 - 07/2023 | 2,039.46 |
| 72372 | 07/01/2022 | 07/18/2022 | Maynard Group | AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 07/2022 | 4,881.68 |
| 72373 | 06/23/2022 | 07/18/2022 | HD Supply Facilities Maintenance LTD | General Supplies | 46.10 |
| 72374 | 06/24/2022 | 07/18/2022 | Core & Main LP | (7) 1 1/2" Multi-Jet Meters with Allegro Register - Enclave at Cypress Grove/ Seaside Resort | 4,997.81 |
| 72375 | 06/30/2022 | 07/18/2022 | DataProse, LLC | 2021 CCR Special Mailer, Customer Billing Statements 06/2022 | 5,632.20 |
| 72376 | 07/01/2022 | 07/18/2022 | Ewing Irrigation Products, Inc. | General Supplies | 121.45 |

| Check No | Invoice Date | Check Date | Vendor Name | Description | Amount |
|----------|--------------|------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 72377 | 06/29/2022 | 07/18/2022 | American Supply Company | Janitorial Supplies | 283.40 |
| 72378 | 06/29/2022 | 07/18/2022 | Complete Paperless Solutions | Laserfiche Annual Software Support 08/2022 - 07/2023 | 9,027.00 |
| 72379 | 07/07/2022 | 07/18/2022 | Calcon Systems, Inc. | Flow Meter Integration - Reservoir 2, Troubleshoot SCADA Alarms | 3,094.55 |
| 72380 | 06/23/2022 | 07/18/2022 | Univar Solutions USA, Inc. | (400) gals Chlorine - Intermediate Reservoir | 1,080.54 |
| 72381 | 07/01/2022 | 07/18/2022 | ArchiveSocial | Archive Services 07/2022 - 06/2023 | 2,988.00 |
| 72382 | 06/30/2022 | 07/18/2022 | ECAM Secure | Monthly Security Fees - Ord Wastewater Treatment Facility | 1,218.50 |
| 72383 | 06/07/2022 | 07/18/2022 | POSM Software, LLC | Sewer Camera CCTV Software Support 09/2022 - 08/2023 | 2,000.00 |
| 72384 | 06/30/2022 | 07/18/2022 | Evoqua Water Technologies, LLC | Hydrogen Sulfide Monitoring - East Garrison LS | 1,635.49 |
| 72385 | 06/30/2022 | 07/18/2022 | Peninsula Messenger LLC | Courier Service 07/2022 | 256.00 |
| 72386 | 06/28/2022 | 07/18/2022 | AT&T | Phone and Alarm Line Services 06/2022 | 103.90 |
| 72387 | 07/01/2022 | 07/18/2022 | Simpler Systems, Inc. | UB Datapp Maintenance 07/2022 | 500.00 |
| 72388 | 06/30/2022 | 07/18/2022 | AutoZone Parts, Inc. | Auto/ General Supplies | 369.64 |
| 72389 | 06/30/2022 | 07/18/2022 | CivicWell | MCWD CAP Research/ Planning, Data Analysis/ GHG Inventory 06/2022 | 2,636.36 |
| 72390 | 07/13/2022 | 07/18/2022 | Employee Reimbursement | Grade II Collection System Exam Fee | 195.00 |
| 72391 | 06/30/2022 | 07/18/2022 | CivicPlus, LLC | Municode Admin Support Fee 06/2022 - 05/2023 | 225.00 |
| Wire | 06/05/2022 | 07/19/2022 | Santa Cruz County Bank | BLM Construction Loan Payment | 118,694.06 |
| 72392 | 06/30/2022 | 07/26/2022 | Monterey Peninsula Unified School District | Water Conservation Education 06/2022 | 746.75 |
| 72393 | 07/07/2022 | 07/26/2022 | PG&E | Gas and Electric Service 06/2022 | 91,675.09 |
| 72394 | 06/28/2022 | 07/26/2022 | Home Depot Credit Services | General Supplies | 510.01 |
| 72395 | 07/19/2022 | 07/26/2022 | Monterey Bay Analytical Services | Laboratory Testing | 924.00 |
| 72396 | 07/05/2022 | 07/26/2022 | Staples Credit Plan | Office Supplies | 934.68 |
| 72397 | 07/06/2022 | 07/26/2022 | Harris & Associates | Inspection Services - RUWAP Distribution System; Project Management, Review/ Finalize Documents, Develop Permit Application Process/ Training Materials - Recycled Water; Developers (Abdy Way Subdivision, CHISPA East Garrison Apartments, Dunes 2 East, Enclave at Cypress Grove, Home2 Suites, Lower Stilwell, Wathen-Castanos Homes) | 53,851.50 |
| 72398 | 07/07/2022 | 07/26/2022 | Core & Main LP | General Supplies - CSUMB Service Line Repair/ Relocation | 927.82 |
| 72399 | 06/22/2022 | 07/26/2022 | Fastenal Industrial & Construction Supplies | General Supplies | 90.34 |
| 72400 | 06/30/2022 | 07/26/2022 | The Paul Davis Partnership, LLP | Conceptual Design Phase - IOP | 4,934.20 |
| 72401 | 06/30/2022 | 07/26/2022 | Pacific Ag Rentals LLC | Mobile Restroom Rental - Beach/ Ord Offices | 1,267.79 |
| 72402 | 07/19/2022 | 07/26/2022 | Daiohs USA | Coffee Supplies | 590.09 |
| 72403 | 07/06/2022 | 07/26/2022 | U.S. Bank Corporate Payment Systems | Employment Advertisements (Associate Engineer, Engineering Technician); (2) Retirement Plaques; Cloud Hosted Server - CityWorks/ ESRI; SCADA Mobile/ Laptop Hotspot; General Supplies | 3,557.09 |
| 72404 | 07/08/2022 | 07/26/2022 | The Pape Group, Inc. | CCTV Camera Repair | 2,240.77 |
| 72405 | 07/06/2022 | 07/26/2022 | Boutin Jones, Inc. | Legal Services 06/2022 | 1,824.00 |

| Check No | Invoice Date | Check Date | Vendor Name | Description | Amount |
|------------------------------------------|--------------|------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 72406 | 06/24/2022 | 07/26/2022 | Griffith, Masuda & Hobbs | Legal Services 05/2022 | 29,916.60 |
| 72407 | 07/08/2022 | 07/26/2022 | Aleshire & Wynder, LLP | Legal Services 04/2022 - 06/2022 | 69,763.44 |
| 72408 | 07/13/2022 | 07/26/2022 | EKI Environment & Water, Inc. | CalAm Water Supply Project, Monterey Subbasin Groundwater Sustainability Plan Prop 68 | 44,695.14 |
| 72409 | 06/29/2022 | 07/26/2022 | Psomas | Construction Management/ Inspections - A1/A2 Tanks B/C Booster, Intermediate Reservoir Recoating, Ord Village LS FM Improvements | 118,163.40 |
| 72410 | 07/12/2022 | 07/26/2022 | Conservation Rebate Program | Schoonover Park - (242) Toilet Rebates | 30,250.00 |
| 72411 | 07/05/2022 | 07/26/2022 | Zanjero, Inc. | CIP Program Tool 06/2022 | 2,860.00 |
| 72412 | 07/01/2022 | 07/26/2022 | Greenwaste Recovery, Inc. | Garbage Collection & Recycling Services 07/2022 | 801.80 |
| 501387 | 07/08/2022 | 07/08/2022 | Payroll Checks and Direct Deposit | Payroll Ending 07/01/2022 | 106,147.88 |
| ACH | 07/08/2022 | 07/08/2022 | CalPERS | Payroll Ending 07/01/2022 | 24,866.82 |
| ACH | 07/08/2022 | 07/08/2022 | Empower Retirement | Payroll Ending 07/01/2022 | 11,946.76 |
| ACH | 07/08/2022 | 07/08/2022 | Internal Revenue Service | Payroll Ending 07/01/2022 | 43,618.12 |
| ACH | 07/08/2022 | 07/08/2022 | State of California - EDD | Payroll Ending 07/01/2022 | 9,496.00 |
| ACH | 07/08/2022 | 07/08/2022 | WageWorks, Inc. | Payroll Ending 07/01/2022 | 780.45 |
| 501388 | 07/08/2022 | 07/08/2022 | General Teamsters Union | Payroll Ending 07/01/2022 | 599.00 |
| 501389 | 07/22/2022 | 07/22/2022 | Payroll Checks and Direct Deposit | Payroll Ending 07/15/2022 | 111,204.02 |
| ACH | 07/22/2022 | 07/22/2022 | CalPERS | Payroll Ending 07/15/2022 | 26,287.80 |
| ACH | 07/22/2022 | 07/22/2022 | Empower Retirement | Payroll Ending 07/15/2022 | 11,896.76 |
| ACH | 07/22/2022 | 07/22/2022 | Internal Revenue Service | Payroll Ending 07/15/2022 | 46,024.95 |
| ACH | 07/22/2022 | 07/22/2022 | State of California - EDD | Payroll Ending 07/15/2022 | 10,368.38 |
| ACH | 07/22/2022 | 07/22/2022 | WageWorks, Inc. | Payroll Ending 07/15/2022 | 780.45 |
| 501390 | 07/21/2022 | 07/25/2022 | ACWA Joint Power Ins Authority | Workers Compensation Insurance 04/01/2022 - 06/30/2022 | 14,402.37 |
| 501391 | | | Void | | |
| 501392 | 07/05/2022 | 07/25/2022 | Pre-Paid Legal Services, Inc. | Employee Paid Benefits 07/2022 | 25.90 |
| 501393 | 06/17/2022 | 07/25/2022 | Principal Life | Employee Paid Benefits 07/2022 | 262.66 |
| 501394 | 06/30/2022 | 07/25/2022 | Justifacts Credential Verification, Inc. | Background Check - New Hire | 315.88 |
| 501395 | 06/02/2022 | 07/25/2022 | ACWA/ JPIA | Medical, Dental, Vision, EAP Insurance 07/2022 | 66,984.79 |
| ACH | 07/01/2022 | 07/25/2022 | CalPERS | Unfunded Liability - Classic/ PERS62 Plan | 331,988.00 |
| Total Disbursements for July 2022 | | | | | 1,568,923.17 |

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-B

Meeting Date: August 15, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 18, 2022

Staff Recommendation: The Board of Directors approve the draft minutes of the July 18, 2022 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 July 18, 2022 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of July 18, 2022.

Action Required: ___ Resolution ___ X Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting

Via Zoom Teleconference

July 18, 2022

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:32 p.m. on July 18, 2022 via Zoom teleconference in Marina, California. President Shriner then proceeded with a land acknowledgement. “As Marina Coast Water District celebrates its 60th year providing publicly owned water service to its customers in Marina and the Ord Community, we acknowledge that our service area is located on the traditional lands of the Esselen people. They are known today as the Ohlone/Constanoan-Esselen Nation. We respect their elders, past, present, and emerging, for they hold the memories, traditions, culture, and hopes of the Esselen people. We also acknowledge the government of the Ohlone/Coastanoan Esselen Nation and appreciate the spiritual role it plays today in preserving the cultural, historical and heritage beliefs of the Esselen people. We are grateful that they share their traditional lands with us.”

2. Roll Call:

Board Members Present:

Jan Shriner – President
Herbert Cortez – Vice President
Thomas P. Moore
Gail Morton
Matt Zefferman

Board Members Absent:

None.

Staff Members Present:

Remleh Scherzinger, General Manager
Roger Masuda, District Counsel
Derek Cray, Operations and Maintenance Manager
Patrick Breen, Water Resources Manager
Brian True, Senior Civil Engineer
Paul Lord, Water Conservation Specialist III
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Agenda Item 2 (continued):

Audience Members:

Andy Sterbenz, Schaaf & Wheeler
Phil Clark, Seaside Resident

3. Public Comment on Closed Session Item:

There were no comments made.

The Board entered into closed session at 6:34 p.m. to discuss the following item:

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)

The Board ended closed session at 8:52 p.m. President Shriner reconvened the meeting to open session at 8:53 p.m.

5. Reportable Actions Taken During Closed Session:

President Shriner stated that direction was given and there were no reportable actions taken in Closed Session.

6. Pledge of Allegiance:

Director Morton led everyone present in the pledge of allegiance.

7. Oral Communications:

Ms. Riso stated that comments had been received via email and would be added as public comments made.

8. Consent Calendar:

Director Morton pulled item 8-D from the Consent Calendar.

Agenda Item 8 (continued):

Director Morton made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of June 2022; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 20, 2022; C) Approve the Draft Minutes of the Special Joint Board Meeting of July 12, 2022; E) Adopt Resolution No. 2022-34 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2022-2023 in the Amount of \$328,610; F) Receive an Update on the Fiscal Impacts to the District due to Covid-19; G) Receive the 2nd Quarter 2022 MCWD Water Consumption Report; H) Receive the 2nd Quarter 2022 Sewer Flow Report; and, I) Adopt Resolution No. 2022-35 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days. Director Moore seconded the motion. The motion was passed by the following vote:

| | | | | | |
|--------------------|---|-----|-----------------------|---|-----|
| Director Moore | - | Yes | Vice President Cortez | - | Yes |
| Director Morton | - | Yes | President Shriner | - | Yes |
| Director Zefferman | - | Yes | | | |

- D. Adopt Resolution No. 2022-33 to Authorize the General Manager to Sign a Memorandum of Understanding between Marina Coast Water District and the Monterey Peninsula Unified School District Regarding the Water Conservation Education Program:

Director Morton asked clarifying questions.

Director Morton made a motion to adopt Resolution No. 2022-33 to authorize the General Manager to sign a Memorandum of Understanding between Marina Coast Water District and the Monterey Peninsula Unified School District regarding the Water Conservation Education Program, and direct staff to work on how to get middle and high school students involved in the program. Discussion followed and Director Morton withdrew her motion.

Director Morton made a substitute motion to adopt Resolution No. 2022-33 to authorize the General Manager to sign a Memorandum of Understanding between Marina Coast Water District and the Monterey Peninsula Unified School District regarding the Water Conservation Education Program, and send the program to a sub-committee to discuss updating information so all school levels will be reached. Director Moore seconded the motion. The motion was passed by the following vote:

| | | | | | |
|--------------------|---|-----|-----------------------|---|-----|
| Director Moore | - | Yes | Vice President Cortez | - | Yes |
| Director Morton | - | Yes | President Shriner | - | Yes |
| Director Zefferman | - | Yes | | | |

9. Action Items:

- A. Adopt Resolution No. 2022-36 for the Purchase of Two New Service Trucks from National Auto Fleet Group for the Operations and Maintenance Department; and, Amend the FY 2022-2023 Budget:

Agenda Item 9-A (continued):

Mr. Derek Cray, Operations and Maintenance Manager, introduced this item explaining the difficulty in acquiring new vehicles due to a lack of stock. The Board asked clarifying questions. Director Zefferman asked to discuss vehicle purchasing when the Climate Action Plan Committee meets.

Director Moore made a motion to adopt Resolution No. 2022-36 for the purchase of two new service trucks from National Auto Fleet Group for the Operations and Maintenance Department; and, amend the FY 2022-2023 Budget. Director Morton seconded the motion. The motion was passed by the following vote:

| | | | | | |
|--------------------|---|-----|-----------------------|---|-----|
| Director Moore | - | Yes | Vice President Cortez | - | Yes |
| Director Morton | - | Yes | President Shriner | - | Yes |
| Director Zefferman | - | Yes | | | |

- B. Adopt Resolution No. 2022-37 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and KB Bakewell Seaside II, LLC for the Campus Town Phase 1A Development in Seaside, CA:

Mr. Patrick Breen, Water Resources Manager, introduced this item. The Board made comments and asked clarifying questions.

Director Morton made a motion to adopt Resolution No. 2022-11 to approve a Professional Services Agreement with Rauch Communication Consultants, Inc. to provide Public Relations and Community Outreach Services to the District. Vice President Cortez seconded the motion. The motion was passed by the following vote:

| | | | | | |
|--------------------|---|-----|-----------------------|---|-----|
| Director Moore | - | Yes | Vice President Cortez | - | Yes |
| Director Morton | - | Yes | President Shriner | - | Yes |
| Director Zefferman | - | Yes | | | |

- C. Receive a Report on Current Capital Improvement Projects:

Mr. Breen introduced this item highlighting two large projects underway: 1) the A1/A2 B/C Booster Station project; and, 2) the Recycled Water Distribution Mains project. The Board asked clarifying questions.

10. Informational Items:

- A. General Manager's Report:

Mr. Scherzinger gave the following updates:

- 1) The District is close to completing negotiations with Cal Strat and details will be brought to the Board in the next several weeks.

Agenda Item 10-A (continued):

- 2) The first successful article has been released by Rauch Communications and was picked up by a couple of outlets.
- 3) Mr. Scherzinger will be out of the office from July 21st to August 9th and Mr. Breen will be assuming his duties while he is away.

B. Committee and Board Liaison Reports:

1. Executive Committee:

Vice President Cortez and President Shriner gave a brief update.

2. Budget and Personnel Committee:

Director Morton gave a brief update and noted the next meeting is September 6th.

3. Community Outreach Committee:

Director Zefferman gave a brief update and noted the next meeting is September 6th.

4. M1W Board Member Liaison:

Director Moore gave a brief update and noted the next meeting is July 25th.

11. Board Member Requests for Future Agenda Items:

President Shriner stated that any requests may be emailed to staff.

12. Director's Comments:

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

13. Adjournment:

The meeting was adjourned at 10:00 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Staff Report**

Agenda Item: 9-C

Meeting Date: August 15, 2022

Prepared By: Remleh Scherzinger

Approved By: Remleh Scherzinger

Agenda Title: Fiscal Impact of COVID-19 Report

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

This report includes the following:

- Budget to actual water revenues for FY 2022-2023 through July 31, 2022
- Customer accounts aging information as of August 09, 2022
- Monthly customer payments comparison for months July 2021 through July 2022
- Graphs of delinquent accounts as of July 31, 2022

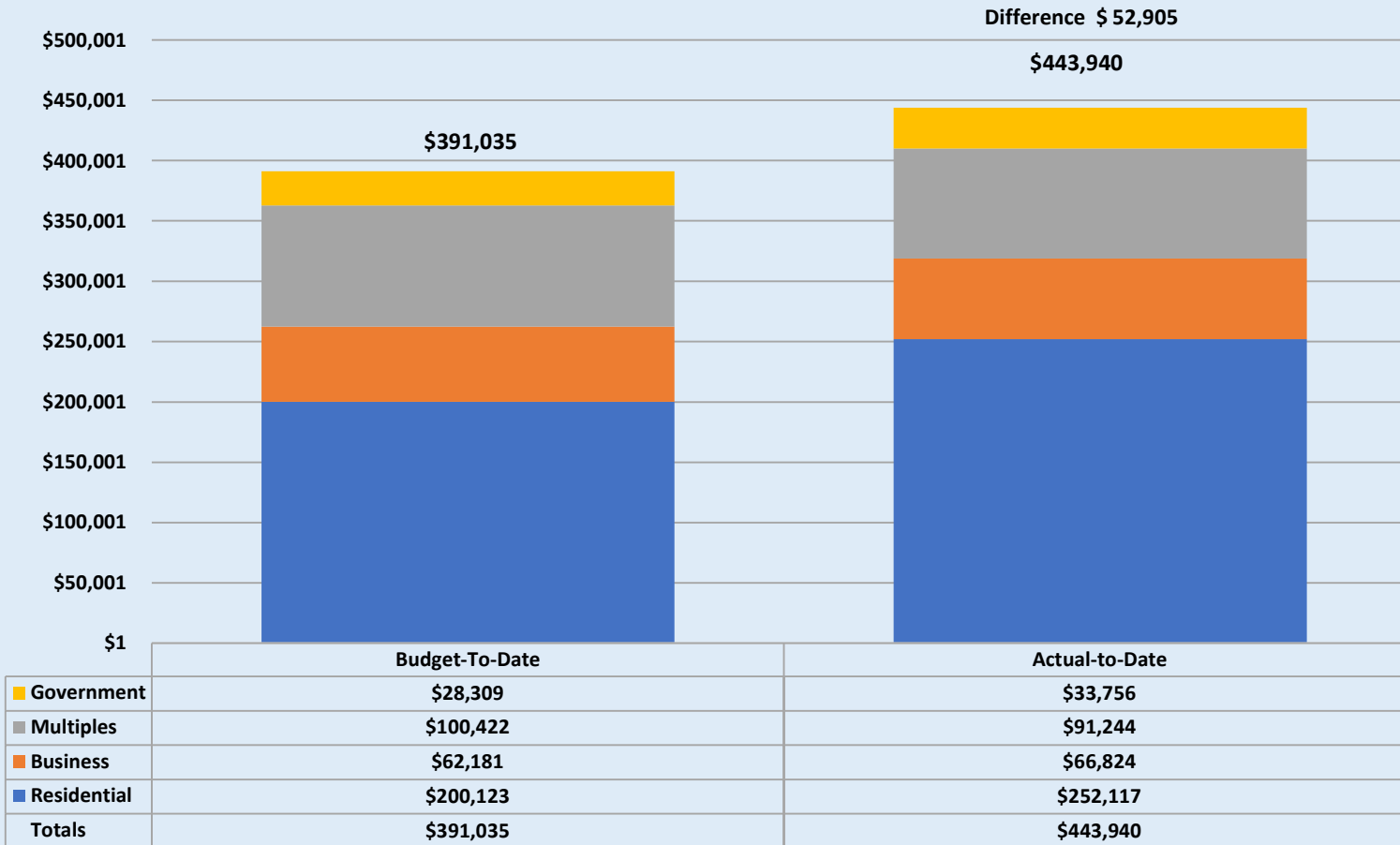
FY 2022-2023 actual water revenue through July 2022 was below budgeted revenue for both Central Marina and the Ord Community by \$40,943 and \$146,575, respectively.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic by \$97,891.06 and \$767,505.80, respectively. If Bay View Mobile Home Park's main master meter account is not considered, Ord Community Accounts Receivable balance has increased by \$594,867.96. Unfortunately, the balances tend to fluctuate from month to month due to billing dates and the number of days in the month.

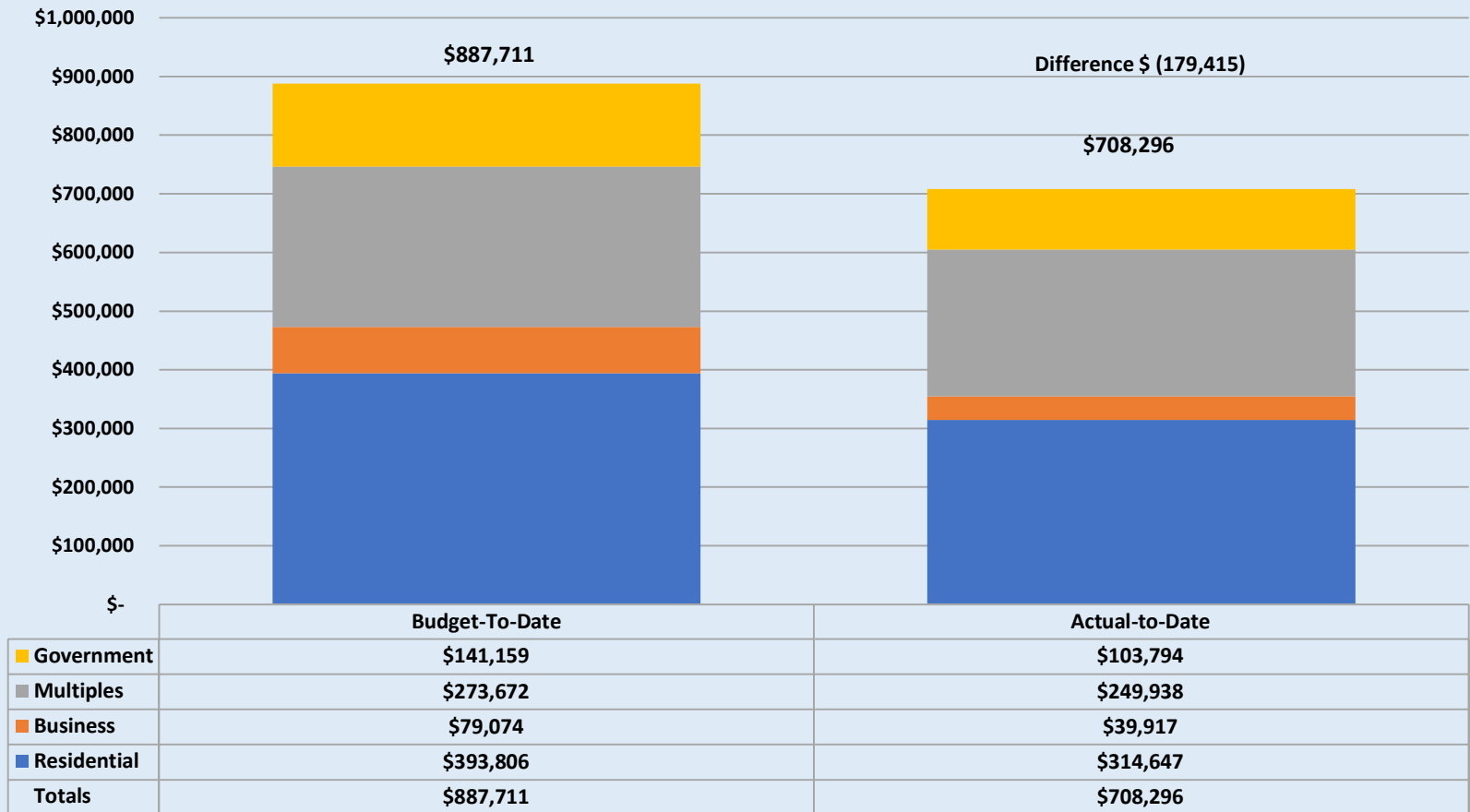
Governor Newsom's 2021–22 May revise to the state budget included \$1 billion in American Rescue Plan Act funds to be used to provide direct payments to water systems to address customer arrearages and revenue gaps related to the pandemic. The State Water Resources Control Board (SWRCB) required all water districts to participate in a survey to be considered for funding. Staff submitted MCWD's survey on September 7, 2021. The survey information was compiled by the SWRCB and determined that 100% of the number of arrearages reported will qualify for assistance. Staff completed the application and submitted it to SWRCB on November 16, 2021. Payment from the State was received at the end of January 2022. All credits have been applied to customer accounts as of March 31, 2022.

On March 17, 2022, staff submitted the application for the Wastewater Arrearages Funding Program which will further aid customers who have been impacted by the pandemic. The District received payment in May 2022. The process for applying the credits to customer accounts is slightly different from the Water Arrearages Program. Credits will first be applied to customer accounts. Second, letters will be sent to credit recipients to inform them of the credit applied to their account and the offer to set up payment plans for any remaining arrearages of their account balances. All credits have been applied to customer accounts, and notification letters to offer to set up payment plans for any remaining arrearages of their account balances were sent out between June 17th and July 7th.

FY 2022-2023 Central Marina Revenue as of July 31, 2022



FY 2022-2023 Ord Community Revenue as of July 31, 2022



**MARINA COAST WATER DISTRICT
CUSTOMER ACCOUNTS AGING REPORT
March 9, 2020 - August 9, 2022**

Central Marina

| Aging Date | Balance 30 to 60 Days | Balance 60 to 90 Days | Balance 90 to 120 Days | Balance over 120 Days | Totals |
|-------------------|------------------------------|------------------------------|-------------------------------|------------------------------|---------------|
| 3/9/2020 | \$ 35,543.27 | \$ 3,875.86 | \$ 4,293.09 | \$ 1,611.13 | \$ 45,323.35 |
| 8/9/2022 | \$ 43,532.66 | \$ 19,749.76 | \$ 14,938.96 | \$ 64,993.03 | \$ 143,214.41 |
| Change | \$ 7,989.39 | \$ 15,873.90 | \$ 10,645.87 | \$ 63,381.90 | \$ 97,891.06 |
| % | 22% | 410% | 248% | 3934% | 216% |

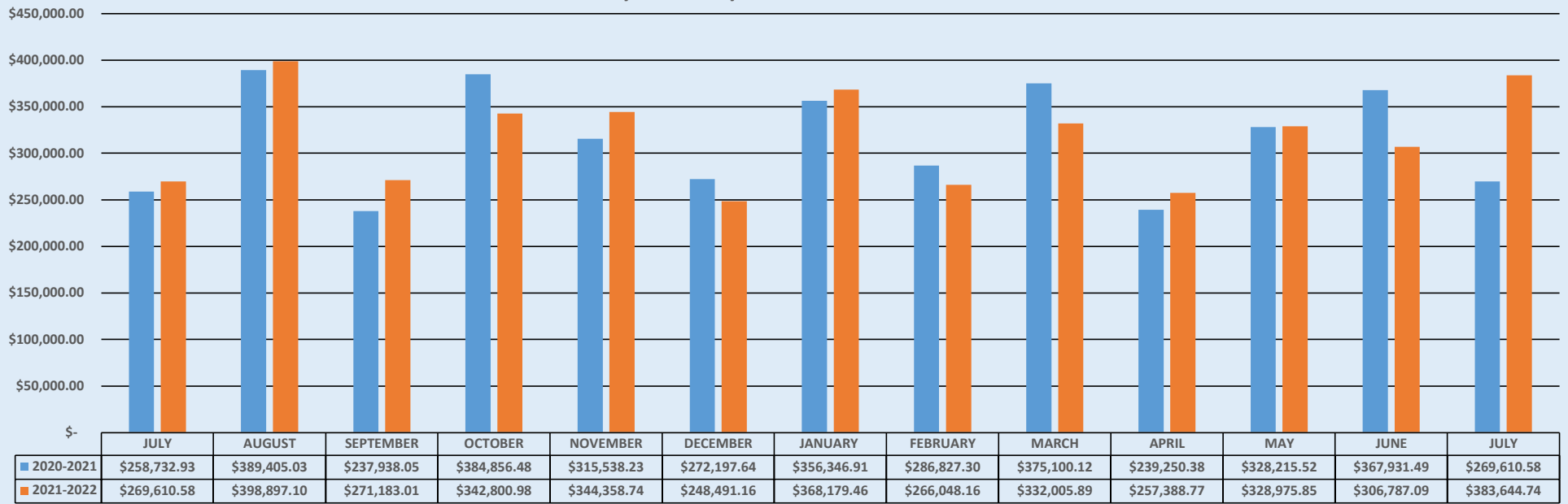
Ord Community

| Aging Date | Balance 30 to 60 Days | Balance 60 to 90 Days | Balance 90 to 120 Days | Balance over 120 Days | Totals |
|-------------------|------------------------------|------------------------------|-------------------------------|------------------------------|-----------------|
| 3/9/2020 | \$ 78,063.43 | \$ 38,972.14 | \$ 27,577.38 | \$ 736,205.62 | \$ 880,818.57 |
| 8/9/2022 | \$ 285,946.66 | \$ 146,496.59 | \$ 55,221.97 | \$ 1,160,659.15 | \$ 1,648,324.37 |
| Change | \$ 207,883.23 | \$ 107,524.45 | \$ 27,644.59 | \$ 424,453.53 | \$ 767,505.80 |
| % | 266% | 276% | 100% | 58% | 87% |

Ord Community (Excluding Bay View Mobile Home Park Main Master Meter Account)

| Aging Date | Balance 30 to 60 Days | Balance 60 to 90 Days | Balance 90 to 120 Days | Balance over 120 Days | Totals |
|-------------------|------------------------------|------------------------------|-------------------------------|------------------------------|---------------|
| 3/9/2020 | \$ 59,169.69 | \$ 6,816.86 | \$ 446.06 | \$ 1,532.29 | \$ 67,964.90 |
| 8/9/2022 | \$ 284,021.55 | \$ 140,907.39 | \$ 52,136.31 | \$ 185,767.61 | \$ 662,832.86 |
| Change | \$ 224,851.86 | \$ 134,090.53 | \$ 51,690.25 | \$ 184,235.32 | \$ 594,867.96 |
| % | 380% | 1967% | 11588% | 12024% | 875% |

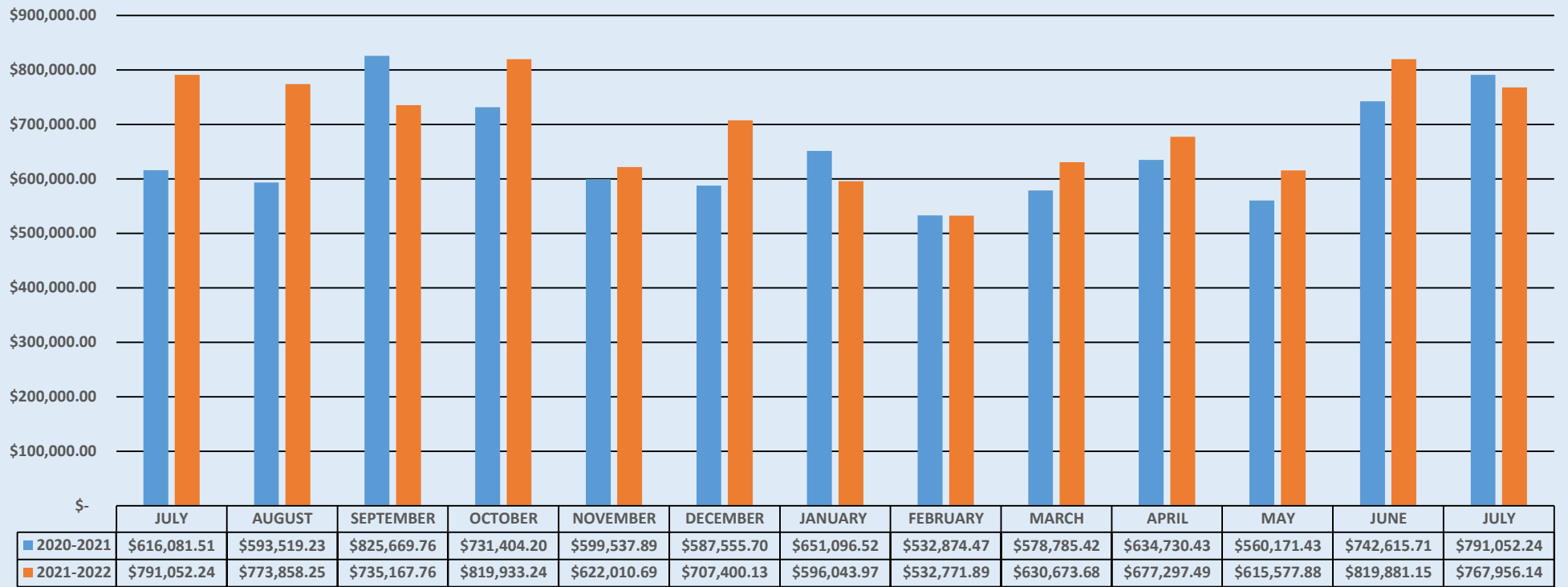
**Central Marina Monthly Water Customer Payments
July 2021- July2022**



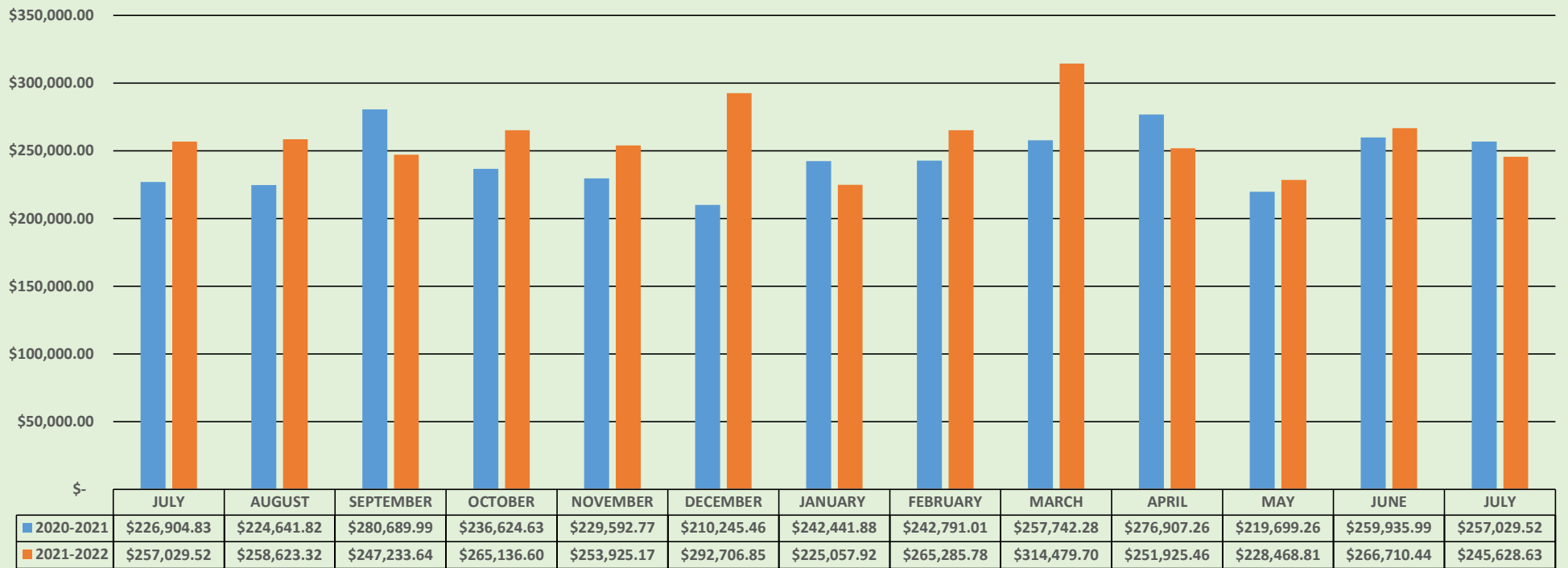
**Central Marina Monthly Sewer Customer Payments
July 2021 - July 2022**



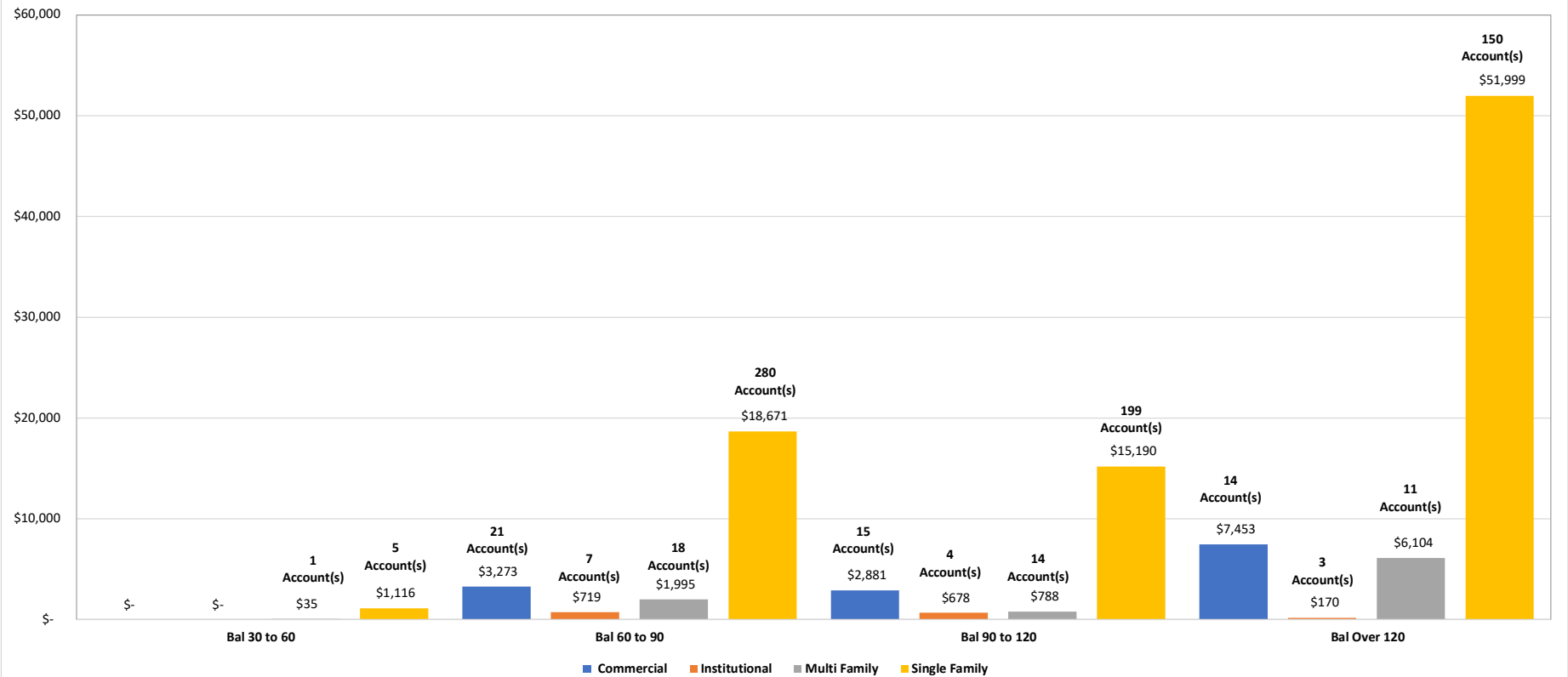
**Ord Community Monthly Water Customer Payments
July 2021 - July 2022**



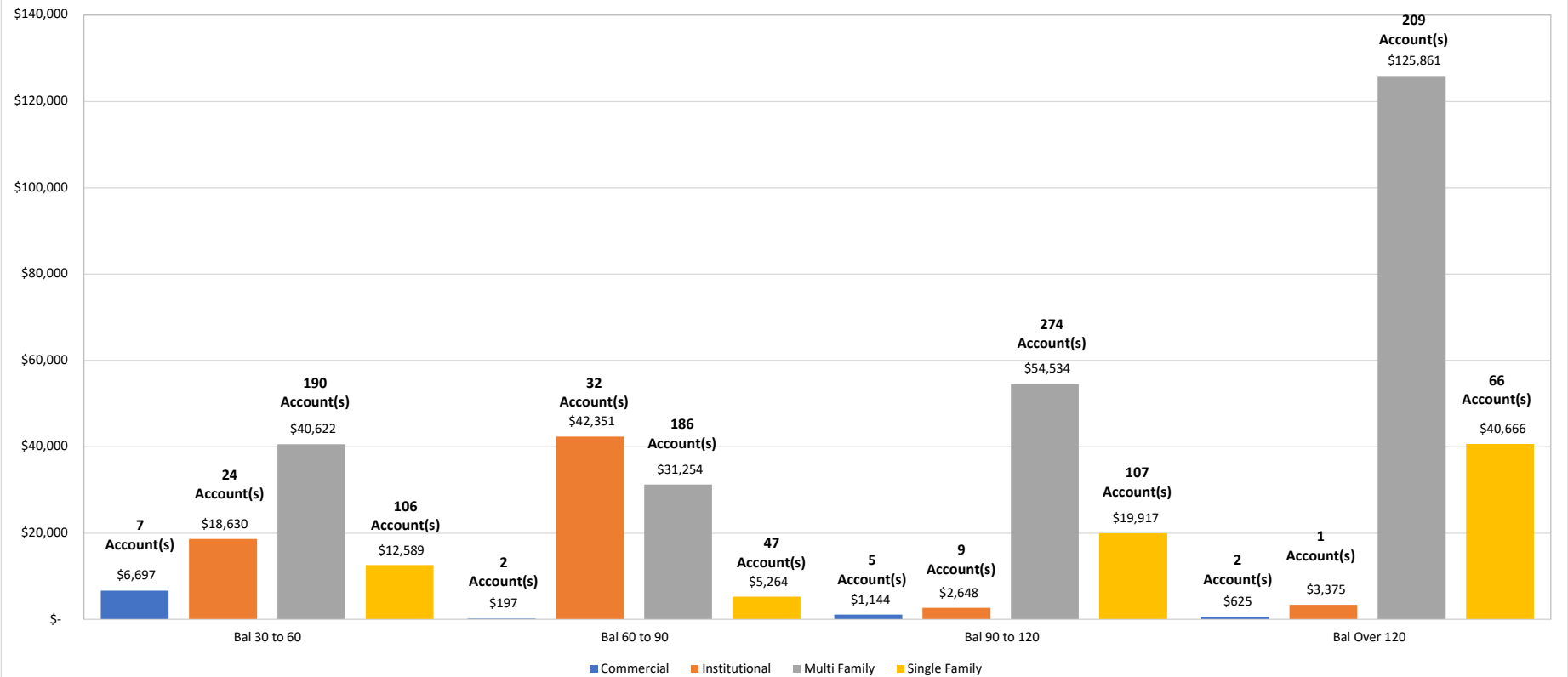
Ord Community Monthly Sewer Customer Payments July 2021 - July 2022



Unpaid Balances by ST Category (Marina) as of July 31, 2022



Unpaid Balances by ST Category (Ord Community) as of July 31, 2022



**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-D

Meeting Date: August 15, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-41 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-41 to proclaim a local emergency and authorize remote teleconference meetings of all District legislative bodies for the following 30 days.

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.*

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That proclamation remains in effect. As a result of the state of emergency, the Governor issued executive orders that waived the normally strict provisions of the Brown Act relating to holding and participating in meetings via teleconferencing. Executive Order N-29-20 allowed bodies subject to the Brown Act to meet without a physical meeting location, so long as various requirements were met, including providing the public the opportunity to observe and participate in the meeting telephonically or electronically. Executive Order No. N-08-21 extended the suspension of the Brown Act's normal teleconferencing rules through September 30, 2021.

On September 16, 2021, Governor Newsom signed AB 361 which took effect immediately. This legislation amends the Brown Act to allow meeting bodies subject to the Brown Act to meet via teleconference during a proclaimed state of emergency in accordance with teleconference procedures established by AB 361 rather than under the Brown Act's more narrow standard rules for participation in a meeting by teleconference. The Monterey County Health Officer has issued a recommendation for social distancing in legislative body meetings, so the first meeting after September 30, 2021, may be held without making findings. If the Board desires to continue to meet remotely via teleconference after that first meeting, the Board is required to make certain findings under AB 361 no later than 30 days after the first teleconference meeting held pursuant to AB 361, and every 30 days thereafter. If the Board does not meet again within 30 days, a special meeting may be necessary for this purpose. If the finding is not timely made, the Board will be required to meet in person to make findings to return to remote meetings.

Discussion/Analysis: The teleconference rules of AB 361 are operative only so long as the Governor's proclamation of statewide emergency is in place; once that proclamation is terminated, the Board must either meet in person or utilize the normal Brown Act rules for teleconferencing.

On July 18, 2022, the Board adopted Resolution No. 2022-35 proclaiming a local emergency and authorizing remote teleconference meetings of all District Legislative bodies for 30 days. Staff

recommends proclaiming the emergency is still in place and authorize the Board to continue to meet remotely via teleconference until such time the emergency is over.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

Financial Impact: ___Yes ___X___No **Funding Source/Recap:** None

Other Considerations: The Board of Directors can elect to not proclaim a local emergency and return to in-person meetings.

Material Included for Information/Consideration: Resolution No. 2022-41.

Action Required: ___X___Resolution ___Motion ___Review
(Roll call vote is required.)

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____

Abstained_____

Noes_____

Absent_____

August 15, 2022

Resolution No. 2022 - 41
Resolution of the Board of Directors
Marina Coast Water District

Proclaiming a Local Emergency, and Authorize Remote Teleconference Meetings of All
Meetings of the Board of Directors and Specified Board Committees
for the Following 30 Days

RESOLVED, by the Board of Directors ("Board") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on August 15, 2022 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and,

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 which took effect immediately and amends the Brown Act to allow meeting bodies subject to the Brown Act to meet via teleconference during a proclaimed state of emergency in accordance with teleconference procedures established by AB 361 rather than under the Brown Act's more narrow standard rules for participation in a meeting by teleconference; and,

WHEREAS, the first meeting after September 30, 2021, may be held without making findings. However, if the Board desires to continue to meet remotely via teleconference after that first meeting, the Board is required to make certain findings under AB 361 no later than 30 days after the first teleconference meeting held pursuant to AB 361, and every 30 days thereafter; and,

WHEREAS, no later than 30 days after meeting via teleconference for the first time pursuant to AB 361, the body must make a finding that the body "has reconsidered the circumstances of the state of emergency" and further find that "[a]ny of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person. (ii) State or local officials continue to impose or recommend measures to promote social distancing." (Gov't Code §54953(e)(3) [AB 361, p. 11].); and,

WHEREAS, the teleconference rules of AB 361 are operative only so long as the Governor's proclamation of statewide emergency is in place; once that proclamation is terminated, the Board, the Executive Committee, Budget and Personnel Committee, and Community Outreach Committee, and Director participation in the Joint City-District Committee, must either meet in person or utilize the normal Brown Act rules for teleconferencing.

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

1. Proclaim a local emergency; and,
2. Reconsidered the circumstances of the state of emergency and find that the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person. (ii) State or local officials continue to impose or recommend measures to promote social distancing; and,

3. Authorize Remote Teleconference Meetings of All Meetings of the Board of Directors, the Executive Committee, Budget and Personnel Committee, and Community Outreach Committee, and Director participation in the Joint City-District Committee for the Following 30 Days.

PASSED AND ADOPTED on August 15, 2022 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-41 adopted August 15, 2022.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-E

Meeting Date: August 15, 2022

Prepared By: Brian True
Reviewed By: Patrick Breen

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-42 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Lightfighter Village GP, LLC for the Lightfighter Village Development in Marina, CA

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-42 approving a Water, Sewer, and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Lightfighter Village GP, LLC for the Lightfighter Village development project.

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: The Board of Directors is requested to approve a Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement) between MCWD and Lightfighter Village GP, LLC (Developer) for the Lightfighter Village development project. The attached Infrastructure Agreement is based upon the most recent board-approved (February 2022) format used for other development groups within the MCWD service area.

Lightfighter Village is located at the southwestern edge of the road-loop formed by Hayes Circle, a street approximately 1000-feet north of Imjin Parkway near State Route 1.

The Lightfighter Village development is a fully entitled development located on former Fort Ord lands within the land use jurisdiction of the City of Marina. Lightfighter Village GP, LLC is the developer of the property which is owned by the Veterans Transition Center. The Lightfighter Village development consists of the new construction of the underground utilities and appurtenances that will serve several new, three-story, inter-connected structures that are intended to transition displaced veterans into housing. The configuration of the building is depicted on Exhibit C of the included Infrastructure Agreement.

The proposed land-uses for Lightfighter Village are residential on a 3.4-acres site. Approximately 1.2-acres of the site will be landscaped area. Exhibit A within the attached Infrastructure Agreement includes a worksheet (based on MCWD Water Code Appendix C) that provides a break-down of the types of residential units proposed; there are 71-units proposed with the majority being single-occupant studio apartments. Included within the project units are general office spaces and a kitchen/common area.

Veterans Transition Center has been allocated of 15-AFY of potable water (see Exhibit A of the Infrastructure Agreement) from the City of Marina's former Fort Ord water supply to develop Lightfighter Village. This Infrastructure Agreement for Lightfighter Village will designate as

allocated 11.95-AFY of potable water (see the Exhibit A worksheet based on MCWD Water Code Appendix C).

The new infrastructure transferred to MCWD will be constructed within the public right-of-way, public utility easements, or within easements provided to MCWD by the Developer. The infrastructure will include PVC potable water pipelines, PVC gravity sewer pipelines, and associated sewer manholes, water valves, and other appurtenances.

Environmental Review Compliance: This Infrastructure Agreement is not a “project” under the California Environmental Quality Act (CEQA); this action is categorically exempt.

Climate Adaptation: Not applicable.

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

Material Included for Information/Consideration: Resolution No. 2022-42; and, Infrastructure Agreement, including Exhibits A through D.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

August 15, 2022

Resolution No. 2022 - 42
Resolution of the Board of Directors
Marina Coast Water District
Approving a Water, Sewer, and Recycled Water Infrastructure Agreement
Between Marina Coast Water District and Lightfighter Village GP, LLC
for the Lightfighter Village Development in Marina, CA

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 15, 2022 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, Lightfighter Village GP, LLC (Developer) has coordinated with the District on their Lightfighter Village development, consisting of new construction and related infrastructure, within the City of Marina portion of the Ord Community; and,

WHEREAS, the City of Marina has allocated a portion of its former Fort Ord water supply allocation for the Developer’s use in developing the Lightfighter Village development project, and,

WHEREAS, the District and the Developer are working cooperatively regarding proposed water, recycled water and sewer system improvements; and,

WHEREAS, the District and the Developer have agreed upon the proposed Water, Sewer and Recycled Water Infrastructure Agreement and desire to enter into same.

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

1. authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure Agreement between MCWD and Lightfighter Village GP, LLC, for their Lightfighter Village development; and,
2. to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED August 15, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-42 adopted August 15, 2022.

Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

Lightfighter Village



WATER, SEWER AND RECYCLED WATER
INFRASTRUCTURE AGREEMENT

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Exhibits

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EXHIBIT B – LEGAL DESCRIPTION

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EXHIBIT D – INDEMINIFCATION AND INSURANCE REQUIREMENTS

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this _____ Day of _____ 2022 (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and **Lightfighter Village GP, LLC**, a California limited-liability company with its principal offices at 22 Pelican Way, San Rafael, CA 94901, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement is Lightfighter Village.

1. Definitions; Allocations; District’s Role; Term of this Agreement.

1.1 Definitions, whenever used in this Agreement, the following terms shall have the following respective meanings:

a. “Agreement” means this Water, Sewer and Recycled Water Infrastructure Agreement as it may be amended from time to time in accordance with the terms and conditions hereof.

b. “City” means the City of Marina, and/or the appropriate Agency of Land Use Jurisdiction.

c. “Contractor” means any contractor with which the Developer has a direct contractual relationship to perform any work under this Agreement.

d. “Development” means that certain property located at 239-243 Hayes Circle, Marina CA 93933, and legally described in Exhibit “B” and shown on the map at Exhibit “C.”

e. “Facilities” shall mean those certain infrastructure improvements and system provided for in this Agreement and as approved by District as part of its review of the Development plans, Facilities shall include, but not be limited to, pipes, pumps, electrical and instrumentation and controls.

f. “Procedures” means the District’s *Procedure Guidelines and Design Requirements*.

g. “Standards” means the District’s *Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities*.

h. “Water Allocation” means the total water allocated by the City/Land Use Jurisdiction for the Development as documented in Exhibit “A” and described in Exhibits “B” and “C”.

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that as a condition precedent for the performance of the District’s obligations hereunder, Developer must provide proof, to the satisfaction of the District, that a City-approved allocation of potable water and recycled water capacities exists. In accordance with the foregoing, Developer has

provided District with the documents included in Exhibit A which contains City's Resolution No. 2018-141. The Assigned Water Use Rates published as Appendix C in the MCWD Water Code Ordinance shall be the basis for calculating the Development's water demand. Based on the Developer's current estimation of land uses and the application of Appendix C (included within Exhibit A), this specific phase of Development is allocated 11.95-AFY of potable water from the overall allocation of 15-AFY made to the Veterans Transition Center.

1.3 Sewer Capacity. The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey One Water (M1W) Regional Interceptor System which discharges to the M1W Wastewater Treatment Plant (WWTP). If additional Capacity is required for the Development, the Developer shall purchase the capacity from the M1W at the Developer's sole expense and shall provide proof of payment for that capacity right to the District at the time the sewer infrastructure is conveyed. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity by District.

1.4 District's Role. The District's role in the Development is to approve the plans for Facilities, inspect the construction of the Facilities, accept the transfer of the title to the Facilities, to maintain and operate the systems, and to bill customers for water, sewer and recycled water service at rates set for the District's Service Area from time to time.

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all Facilities required by this Agreement and the expiration of the required warranty period, whichever occurs first, unless terminated sooner as provided in section 19 of this Agreement.

2. Design and Construction Requirements

2.1 The facilities shall be designed, constructed and be operable in strict accordance with the District's requirements, which shall be a condition of the District's acceptance of the system Facilities under this Agreement. The District's requirements include, but are not limited to the following:

2.1.1 Developer shall design and construct the Facilities in strict accordance with the District's most recent Procedures and Standards in effect at the time of construction, (contained in updated Procedures) and any other applicable State Regulatory Agency requirements, whichever are most stringent. Any conflict in Development requirements shall be addressed during the plan review process or at such other times as any such conflict is discovered. A licensed civil engineer registered in the State of California shall prepare and stamp all plans and specifications for the Developer.

2.1.2 The Developer shall comply with the District's most recent Procedures and the District's most recent Standards in effect at the time of construction when submitting project plans and specifications to the District for review and consideration for approval. District's review shall commence after the District determines compliance with District's Procedures regarding the submittals and any other applicable State Regulatory Agency requirements, whichever are most stringent. District review of the Development's plans and specifications shall commence after receipt of the initial deposit (see Paragraph 2.1.7).

2.1.3 The Developer shall comply with most recent District Code in effect at the time of

construction including, but not limited to, section 4.28 *Recycled Water*. The District will identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout to the point of delivery. The Developer, or its successors or assignees (such as an owner's association), will assist MCWD to obtain all required permits for the on-site use of recycled water. This shall include but is not limited to, complying with the California Department of Health Services, the State of California Regional Water Quality Control Board and other regulatory agency requirements prior to constructing any recycled water Facilities.

2.1.4 The District shall have the right to inspect the construction of the Facilities and ensure that construction and installation conforms to the Development plans and specifications. District's right to inspect extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District shall also have the right to confirm that Developer is using special fixtures including zero water use urinals, hot water recirculation systems, etc., in compliance with the District's most recent rules and ordinances. The District's right to confirm compliance under this section does not in any way eliminate or supersede any inspection obligations by the City or County, including but not limited to the issuance of final occupancy permits. District will endeavor to inform the responsible City or County agency of these MCWD requirements so that the responsible agency can incorporate these items into their inspection punch list.

2.1.5 All Facilities subject to District's right of inspection shall be tested to meet District requirements. No Facilities or portion thereof will be accepted without meeting all District test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-tract water, recycled water and sewer infrastructure Facilities or special fixtures, as described above.

2.1.6 The Developer, on a phased basis, agrees to pay all fees and charges, including additional plan check fees and construction inspection fees as required by the District for the Development. These fees will be determined by the District at the time the fees are due and payable. The District may also require a prepaid fee to cover staff time before preliminary level or concept level plan check begins. (See *Procedures* section 100.6.2) If the District Engineer determines consultant assistance is required for plan check review or portion thereof, the Developer agrees to prepay the additional plan check fees if that cost exceeds the balance on the initial deposit. The District shall obtain the Developer's written approval for any costs in excess of this amount, for which approval shall not be unreasonably withheld. Upon the execution of this Agreement by both parties, the Developer shall deposit with the District the applicable administration and plan check fees. Any surplus fees shall be returned to the Developer.

2.1.7 Construction Inspection Fees. On a phased basis, the District shall require the construction inspection fee before undertaking a construction inspection review of the proposed facilities. As a condition precedent to the District's obligation to undertake a construction inspection review of the proposed facilities, the Developer shall provide to the District the construction inspection fee, which is currently five hundred dollars (\$500.00) per unit plus three percent (3%) of facilities construction costs, pursuant to Developer's Engineer's estimate. (See *Procedures* section 200.3.2)

3. Temporary Irrigation

3.1 In the event the Developer has complied with the terms of this Agreement, the Developer may specify areas of landscaping within the area covered by this Agreement to have “temporary irrigation.” A temporary irrigation network may only exist for 6-years from installation. At the end of 6-years, the temporary irrigation network will have ceased to exist (i.e. be demolished) or it will be considered a District-approved, permanent irrigation connection.

3.2 The Development’s temporary irrigation network Facilities shall be designed, constructed and be made operable, and then demolished in strict accordance with MCWD’s requirements. District’s requirements include, but are not limited to the following:

3.2.1 Developer shall design and construct the temporary irrigation network facilities in strict accordance with the below requirements, MCWD’s most recent Procedures and Standards in effect at the time of construction (contained in MCWD’s Procedures, Guidelines, and Design Requirements and the MCWD Water Code), and any other applicable State Regulatory Agency requirements, whichever are most stringent. This requirement expressly includes MCWD Water Code section 4.28 *Recycled Water*. Any conflict between these requirements shall be addressed during the plan review process or at such other times as any such conflict is discovered. A licensed landscape architect registered in the State of California shall prepare all plans and specifications for the temporary irrigation networks.

3.2.2 Developer, within the design of the temporary irrigation network, shall specifically provide MCWD a clear depiction of the temporary irrigation network layout and the precise area, in acres and square feet, that will be irrigated temporarily. The connection location and all surface and subsurface features that will be demolished and removed by Developer at the end of the temporary network’s useful life shall be depicted.

3.2.4 Developer shall design the temporary irrigation networks with the piping and irrigation distribution heads above the surface of the ground. Some features may be installed in boxes below the surface, but the piping shall return to the surface in as few feet as feasible after passing through any such subsurface feature. In particular, the meter box in which MCWD will install the temporary irrigation meter shall be installed per normal MCWD standard (and thereby will be below the surface).

3.2.5 Developer shall provide, within the design of the temporary irrigation network, a demolition design detail acceptable to MCWD depicting the temporary irrigation site’s connection demolition and remaining irrigation facilities in their post-demolition condition.

3.3 District shall have the right to inspect the construction of the temporary irrigation networks facilities, verify that construction conforms to the plans, specifications and MCWD standards, witness the demolition and removal of the temporary irrigation network, and inspect the demolition and removal of the temporary irrigation network’s connection. District’s right to inspect does not in any way eliminate or supersede any inspection obligations by the State or local Land Use Jurisdiction.

3.4 As required by MCWD, all temporary irrigation networks shall be tested to meet MCWD requirements. No facilities or portion thereof will be accepted as suitable for service without meeting all MCWD test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-tract temporary irrigation networks as described

above.

3.5 Developer agrees to pay all costs-to-connect as a condition precedent to MCWD's obligation to install the meter required to serve water to the temporary irrigation network. Costs to connect for a temporary irrigation network include, but are not limited to, the meter installation fee (which includes the cost of the meter itself), a water permit fee, a backflow prevention program fee (all at the then-existing rates), and the payment of a special connection fee. These costs-to-connect are due prior the installation of water meters. The special connection fee shall be in the exact amount of the Water capacity charge that would otherwise be assessed to the identical permanent irrigation network with the magnitude of the special connection cost determined in identical fashion. District's Board of Directors reserves its right to review and revise these cost-to-connect fees and charges from time to time subject to applicable law and MCWD's approval procedures for such charges. Developer agrees to pay the costs-to-connect in effect at the time of providing services.

3.6 If the temporary irrigation network is removed to MCWD's satisfaction by the end of the third-year since meter installation (or by an earlier date), then the special connection fee shall be reimbursed to Developer in the amount of the 100% of the special connection fee. Similarly, if the temporary irrigation network is removed:

- By the end of the fourth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 75%.
- By the end of the fifth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 50%.
- By the end of the sixth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 25%.

If the temporary irrigation network remains in-service following the end of the sixth-year, then no reimbursement of special connection fees will be owed to the Developer and the temporary irrigation network may be removed (or not) at the discretion of Developer. The District will retain all special connection fees paid and will treat the so-called temporary irrigation network as a District approved, permanent irrigation connection.

4. Existing Water, Sewer and Recycled Water Infrastructure/Annexation

4.1 The Developer will comply with the District's *In-Tract Policy* regarding any water, recycled water and sewer mains or appurtenances within the Development. Developer, or its successors or assignees, shall assume all responsibility, and will hold District harmless, for all infrastructures within the Development boundaries that will be modified, removed or abandoned by Developer. Abandonment-in-place requires written approval by the District. The Developer shall be solely responsible for repair, replacement and maintenance of existing District Facilities to remain within the Development boundaries during the construction of the Development, regardless of whether the Facilities are for the benefit of the Development.

4.2 Annexation. Developer acknowledges that the Development shall be annexed into the District's jurisdictional boundaries. In exchange for the District's commitments to provide the services specified herein to the Development, the Developer, and its successors and assigns, hereby irrevocably consent to the annexation of the Development to the District. The terms and conditions of this section of the Agreement supersedes interpretations of MCWD Water Code section

3.08.060.D. Developer shall cooperate in all manner with the requests of the District, the Monterey County Local Agency Formation Commission (“LAFCO”), or any other public agency in any proceedings to annex the Development to the District. The Developer shall be responsible for preparing all studies, maps, legal descriptions, and other documents required by LAFCO in connection with the annexation process, including the efforts to comply with CEQA requirements. The Developer shall also be responsible for any engineering, legal and publication costs and all other charges which may be incurred by the District in preparing and examining maps, legal descriptions and other documents in relation thereto, and other expenses regularly incurred in connection with the annexation of the Development into the District. Expressly, the Developer shall be responsible for paying all LAFCO and State Board of Equalization fees and costs or any other fees in connection with the annexation. District, in its discretion, may require Developer to provide a deposit at the commencement of the annexation process for District’s cost reimbursements described herein. District may require Developer to replenish the deposit within thirty (30) days of written notice. The Developer shall indemnify and defend the District from all legal actions in relation to the annexation.

5. District to Serve Development

5.1 District will deliver water, recycled water and provide sewer service to the Development after final Board Acceptance of the conveyance of the facilities and final Board Acceptance of the facilities (see *Procedures* section 300.25). Thereafter, the District will bill and serve the end-user(s) directly. The Developer shall pay the prepayment of applicable meter fees and Capacity Charges, cross connection charges, and all other applicable fees and charges for service. Once the applicable fees and charges are determined and paid in full, the District will immediately begin water service with the installation of the water meter(s). The District shall provide sewer service upon installation of water meters and payment of all applicable fees. The District’s obligations in this section are subject to District’s rules, regulations, policies and ordinances, which may be updated from time to time.

6. Capacity Charge

6.1 The current Ord Community capacity charges, effective July 1, 2022, for water and sewer services are \$13,125 per EDU and \$3,375 per EDU, respectively, under Title 6 of the MCWD Water Code and which may be adjusted annually under that Title. In addition to these authorized annual adjustments, the District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District’s approval procedures for such charges. The Developer shall pay the capacity charges in effect on the date that the Meter Application for any given EDU is accepted by MCWD.

7. Provision for Non-Potable Water Use

7.1 Based upon existing studies, the District does not have sufficient existing firm water supplies to meet the water demands of projected developments within the District’s service area. Therefore, improvement plans must be compatible with District’s then-in effect master recycled-water capital facilities improvement plans and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations.

7.2 Developer, and its successors or assignees (such as an owners association), agrees to take recycled water for non-potable use. Developer, or its successors or assignees agree that the District-established cost will be paid by the recycled water customers.

8. Non-Completion of Prior Projects and Phases

8.1 To the extent Developer has existing obligations under any other Infrastructure Agreement with District which have yet to be fulfilled, District reserves the right to refuse to provide the services specified herein until Developer completes those tasks to the satisfaction of District.

9. Licensed Contractor

9.1 The Developer, or his authorized representative (contractor, or subcontractors as the case may be) performing the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to perform the specified work required for the Development. District reserves the right to waive this requirement at its sole discretion where permitted under state statute.

910.2 The Developer, or its contractor, shall be skilled and regularly engaged in the installation of water, recycled and sewer systems. The District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty. Upon request, contractors must furnish evidence of their qualifications to do the work in a form suitable to the District prior to the commencement of any work on the facilities.

10. Permits, Easements, and Related Costs

10.1 Except as otherwise provided in this Agreement, the Developer shall obtain all necessary local, county and state permits (including encroachment permits) and conform to requirements thereof. Developer shall obtain all easements (excluding easements within existing public rights of way) necessary for ingress and egress to and from the facilities for the purpose of installation, operation, maintenance, replacement and removal of said facilities and for the location of the facilities. Pipeline easements shall be 20 feet in width or as otherwise agreed by the District Engineer and Developer. Easements shall be in a form approved by the District and it shall be the Developer's responsibility to have the approved easements recorded. Developer shall provide proof of recordation of the easements, in a form satisfactory to the District, prior to the District's obligation to provide any of the services contemplated by this Agreement.

11. Final Inspection and Reimbursement of District Costs

11.1 The District must inspect completed Facilities, or portion thereof. The District will not accept any facility until its Engineer has given written approval that it satisfies the District's requirements. Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the facilities, subject to the limitations set forth in Paragraph 2 *Design and Construction Requirements*. Developer shall reimburse District for costs to correct any damages to facilities related to the construction of the Development caused by the Developer or any authorized representative (developer's contractor). This reimbursement obligation is limited to the warranty period described in paragraph 15 *Warranties*. Developer shall remit to District prior to the conveyance of the facilities to the District, payment of all costs due and unpaid under this Agreement over and above deposits previously paid to the District. If there are surplus deposit funds or any refunds

due Developer, then District shall return to Developer the amount of such surplus or refunds upon acceptance by the District of all facilities required to be constructed under this Agreement.

12. District's Non-responsibility for Acts or Omissions of Developer, etc.; Developer Responsible for Verifying Underground Utility Lines and Surface Obstructions

12.1 The District is not responsible for and does not assume any responsibility or liability whatsoever for, acts and omissions of the Developer, Developer's contractors or any contractor's subcontractors or suppliers at any tier during the design and construction of the facilities. Any location of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience and must be verified by Developer in the field. The District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

13. As-Built Plans, Specifications, Values, Etc.

13.1 Developer shall, as a condition of District's acceptance of the facilities, provide to the District in accordance with Section 400.13 of the *Procedures Guidelines and Design Requirements* the following:

13.1.1 One set each of Mylar drawing prints and AutoCAD digitized files of the improvement plans, which show all of the facilities, and one hardcopy and one electronic copy of the specifications, and one hardcopy and one electronic copy of any contract documents used for the construction of the water, sewer and recycled water system facilities. Scanned and signed copies in Adobe Acrobat format are also required.

13.1.2 One hardcopy and one electronic copy of a complete, detailed statement of account, the form and content to be provided by the District at the time of conveyance, of the amounts expended for the installation and construction of the facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

13.1.3 Any other documents required by Section 400.13 of the *Procedures Guidelines and Design Requirements*.

14. Indemnity, Insurance, and Sureties

14.1 Indemnity and Insurance - The Developer agrees to have every Contractor performing work on the Facilities fully comply with the all of the requirements in Exhibit D. To the extent that any indemnity or insurance coverage provided by any such Contractor does not fully indemnify the District for any and all claims as defined in Exhibit D, Developer agrees to indemnify, hold harmless, and defend the District, its directors, officers, employees, representatives, and authorized volunteers. Coverages required by Exhibit D shall be maintained throughout the term of this Agreement. Every Contractor shall file with the District prior to the commencement of any work under this Agreement, and as policy renewals occur, Certificates of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in full force and effect.

14.2 Performance and Payment Surety - Developer or its Contractor, as the case may be, shall furnish the District with a surety to secure the completion of and payment for the facilities. The

amount of the performance surety shall not be less than 100% of the District's estimate of the total cost to construct all of the facilities required under this Agreement. The amount of the payment surety shall not be less than 100% of the District's estimate of the total cost to construct all of the Facilities required under this Agreement. The surety instrument shall be in a form satisfactory to the District such as a performance and payment bond, irrevocable letter of credit, cash deposit, or irrevocable construction "set-aside" letter. Such surety may include evidence that it was submitted to another public agency of an equivalent or greater amount covering the work to be done under this Agreement. Each surety must be authorized in the State of California to issue the surety instrument provided. All surety instruments signed by an agent must be accompanied by a certified copy of the agent's authority to act.

14.3 Developer shall furnish the District with a Warranty bond or other surety instrument satisfactory to the District in the amount equal to twenty percent (20%) of the actual construction costs to secure the Developer's performance under Section 15, Warranties.

14.4 Submittal of Insurance Certificates and Surety - The required insurance certificates shall be delivered prior to commencement of construction. The required performance and payment surety shall be delivered to the District prior to District approval of plans and specifications. No work may be commenced under this Agreement unless and until all required insurance certificates and performance and payment sureties are submitted to and approved by the District. The Warranty surety shall be provided prior to the District's acceptance of the facilities and shall remain in effect for the duration specified in Section 15.1.

14.5 The performance surety shall remain in effect until final acceptance of the facilities by the District in accordance with Section 13.1. The payment surety shall remain in effect until the last of the following occur: (i) the statutory time has expired to commence a legal action on the payment surety and no legal action was filed, (ii) satisfaction of all judgments against the payment surety, and (iii) as otherwise provided by law. The warranty surety shall remain in effect until all warranties under this Agreement have expired.

15. Transfer of System Facilities to District after Completion

15.1 Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust) and deliver a conveyance satisfactory in form and content to District. This conveyance shall transfer unencumbered ownership of all facilities required by this Agreement to the District together with all real property, interests in real property, easements and rights-of-ways (including any off-site easements or real property) other than those contained in public rights of way, and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to the Development now or hereafter served by the water, sewer and recycled water system facilities that are necessary or appropriate in the opinion of the District for the ownership and operation of the facilities. Provided all conditions set forth in this Agreement are satisfied, the District shall accept the conveyance. All costs of construction of the facilities, for which the Developer is responsible, shall have been paid for by Developer, the time for release of the payment surety under Section 12.5 shall have expired (or Developer shall provide other security acceptable to the District), and the title to all of the facilities and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of any title insurance deemed necessary by the District and is reasonable and customary for the insured transaction type. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be

completed until the conveyance transferring the water, sewer and recycled water system facilities has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the facilities and to expand or improve, or interconnect the facilities with other adjacent facilities, as the District deems appropriate in its sole discretion.

16. Developer Assistance

16.1 Developer shall, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance of the facilities. This obligation shall extend to one year after transfer of the Facilities.

17. Warranties

17.1 Developer hereby warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the Facilities and all components thereof, will be in satisfactory working order and quality and free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier; and that the facilities and all components thereof have been constructed and installed in compliance with all approved specifications and as-built plans being provided to the District, and in accordance with applicable requirements of the District and any other governmental agency having jurisdiction. Developer also warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the Facilities will operate in good and sufficient manner for the purposes intended for (a) one (1) year after the latter of (i) the date of acceptance, (ii) the expiration of all lien enforcement periods, or (iii) proof of conveyance of Facilities, or (b) 180-days from the date new Facilities are subsequently re-installed, repaired, or replaced and inspected and accepted by the District (hereafter *replacement facilities*), whichever of (a) or (b) occurs last. The Developer shall remedy at the Developer's expense any failure to conform with any applicable requirement of the District, by any Contractor or any subcontractor or supplier at any tier, or any defect. If the Developer fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice by the District or any other person or entity, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Developer's expense and the Developer shall indemnify District for all such costs (including District's own labor costs) incurred.

17.2 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Agreement, the Contractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the District;

and

- (3) Enforce all warranties for the benefit of the District, if directed by the District.

In the event any warranty under this section has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

17.3 This Section 15 shall not limit the District's rights under the law with respect to latent

defects, gross mistakes, or fraud.

18. No Water, Recycled Water and Sewer Service Prior to Completion and Transfer

18.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the Facilities without the express written consent of the District. District may impose conditions or restrictions upon any consent to such prior service, such as posting a surety bond. District recognizes that the Development, and hence the Facilities, may be built, accepted and transferred in multiple phases. Notwithstanding any of the foregoing, Developer may use the Facilities before they are accepted for fire protection and construction purposes in all phases, subject to satisfaction of applicable testing.

19. Performance

19.1 Developer agrees to promptly design and construct the Facilities and, transfer the same to the District in accordance with the terms of this Agreement. If construction of the facilities have not been completed and accepted by District within twenty four (24) months from the date of execution of this Agreement (such date may be extended for delays beyond Developer's control and without the fault or negligence of the Developer or any Contractor or subcontractor or supplier at any tier, but in no event shall such delay exceed twelve (12) additional months), the District shall have the option to terminate this Agreement. If construction on any phase is not complete within twenty-four months or as extended as provided above, then an Amendment to this Agreement will be necessary to address each such phase, which shall incorporate the policies, fees and charges of the District then in effect as of the effective date of said Amendment. Subsequent phases also may at District's discretion be addressed by Amendment(s) to this Agreement.

19.2 Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this Agreement, the Developer will require the work to be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

20. Assignment

20.1 Neither party may assign their rights or obligations under this Agreement within its term without the written consent of the other party.

20.2 Provisions of water delivery, recycled water delivery, and sewer service will be deemed assigned to each property owner upon acquisition of his/her commercial and/or residential unit in the Development. Upon assignment, the Developer's responsibilities relating to recycled water facilities, use and approvals will become the assignee's responsibility. This provision will cease to have any effect when the District accepts title to the water facilities, or the Agreement is terminated.

21. Dispute Resolution Procedure

21.1 Disputes arising under this Agreement shall be resolved as provided in this section.

21.2 Prevention of Disputes/Meet and confer - The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential

misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three (3) calendar days of the initial request. If the dispute cannot be negotiated between the parties, the matter shall first be brought to the attention of the District's Board of Directors at the first available regularly scheduled Board Meeting. As a contract dispute, the matter shall be considered by the District Board of Directors in closed session under the Brown Act without the Developer or Contractor in attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 21.3 below.

21.3 Mediation - Either party may demand, and shall be entitled to, mediation of any dispute arising under this agreement at any time after completing the meet and confer process described in subsection 21.2. Mediation shall commence not more than ten (10) days after the initial mediation demand and must be concluded not more than thirty (30) days after the date of the first mediation demand. If mediation is not concluded within that time, then either party may demand arbitration as set forth in Section 21.4.

Mediation shall be submitted first to a mediator with at least ten years' experience with the issues in dispute. The mediator shall be selected by mutual agreement of the parties. Failing such mutual agreement, a mediator shall be selected by the presiding judge of the Monterey County Superior Court. In the interest of promoting resolution of the dispute, nothing said, done or produced by either party at the mediation may be discussed or repeated outside of the mediation or offered as evidence in any subsequent proceeding. The parties acknowledge the confidentiality of mediation as required by Evidence Code 1152.5.

No mediator shall submit, and no arbitrator or court shall consider, any mediator recommendations, declarations, or findings unless the parties give their written consent to the proposed mediator statement.

21.4 Arbitration - If mediation fails to resolve the dispute, the parties shall select an arbitrator by mutual agreement. Failing such agreement, the arbitrator shall be selected by the Presiding Judge of the Superior Court. The decision of the arbitrator shall be final and not subject to judicial litigation.

Arbitration shall be commenced within thirty (30) days of the arbitration demand and concluded within 60 days of arbitration demand.

Arbitration shall follow the so-called "baseball arbitration" rule in which the arbitrator is required to select an award from among the final offers presented by the contending parties. The arbitrator may not render an award that compromises between the final offers.

Unless the arbitrator selects another set of rules, the arbitration shall be conducted under the J.A.M.S. Endispute Streamlined Arbitration Rules and Procedures, but not necessarily under the auspices of J.A.M.S. Upon mutual agreement, the parties may agree to arbitrate under an alternative scheme or statute. The Arbitrator may award damages according to proof. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

NOTICE: IN AGREEING TO THE FOREGOING PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR RIGHTS UNDER THIS AGREEMENT TRIED IN A COURT OF LAW OR EQUITY. THAT MEANS YOU ARE GIVING UP YOUR RIGHT TO TRIAL BY JUDGE OR JURY. YOU ARE ALSO GIVING UP YOUR RIGHT TO DISCOVERY AND APPEAL EXCEPT AS PROVIDED IN THE ARBITRATION RULES. IF YOU REFUSE TO ARBITRATE YOUR DISPUTE AFTER A PROPER DEMAND FOR ARBITRATION HAS BEEN MADE, YOU CAN BE FORCED TO ARBITRATE OR HAVE AN AWARD ENTERED AGAINST YOU BY DEFAULT. YOUR AGREEMENT TO ARBITRATE IS VOLUNTARY.

BY INITIALING THIS PROVISION BELOW, THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING ARBITRATION PROVISIONS AND AGREE TO SUBMIT ANY DISPUTES UNDER THIS AGREEMENT TO NEUTRAL BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.

MCWD's INITIALS_____ Lightfighter Village GP, LLC's: INITIALS_____

22. Waiver of Rights

22.1 Waiver. No waiver of any breach or default by either party shall be considered to be a waiver of any other breach or default. The waiver by any party for the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act to be performed at a later time. None of the covenants or other provisions in this Agreement can be waived except by written consent of the waiving party.

23. Notices

23.1 All notices, demands, or other communications, which this Agreement contemplates or authorizes, shall be in writing and shall be personally delivered, or mailed by certified mail, return receipt requested, or delivered by reliable overnight courier, to the respective party as follows:

To District: Marina Coast Water District
Attn: General Manager
11 Reservation Road
Marina, California 93933

To Developer: Lightfighter Village GP, LLC
Attn: David Egan
22 Pelican Way
San Rafael, CA 94901

23.2 The address to which notice may be sent may be changed by written notification of each party to the other as above provided.

24. Severability

24.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement. Stricken provisions shall not affect the legality, enforceability, or validity of the remainder of this Agreement so long as the stricken provision is

replaced with a legal, enforceable and valid provision that conforms with the allocation of benefits and burdens to the respective parties and intent of the parties as expressed herein.

25. Paragraph Headings

25.1 Paragraph headings are for convenience only and are not to be construed as limiting or amplifying the terms of this Agreement in any way.

26. Successors and Assignees

26.1 This Agreement shall be binding on and benefit the assignees or successors to this Agreement in the same manner as the original parties hereto.

27. Integrated Agreement

27.1 This Agreement integrates and supersedes all prior and contemporaneous Agreements and understandings concerning the subject matter herein. This Agreement constitutes the sole agreement of the parties and correctly sets forth the rights, duties and obligations of each to the others. Future amendments must be in writing signed by the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

28. Negotiated Agreement

28.1 This Agreement has been arrived at through negotiation between the parties. Neither party is deemed the party that prepared the Agreement within the meaning of Civil Code Section 1654.

29. Attorneys' Fees

29.1 If arbitration or suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the arbitrator or Court, in addition to any other relief granted. The "prevailing party" shall be the party entitled to recover costs of suit, whether or not the suit proceeds to arbitrator's award or judgment. A party not entitled to recover costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of an award or judgment for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

29.2 If either party initiates litigation without first participating in good faith in the alternative forms of dispute resolution specified in this Agreement, that party shall not be entitled to recover any amount as attorneys' fees or costs of suit even if such entitlement is established by statute.

30. Exhibits

30.1 All exhibits referred to in this Agreement and attached to this Agreement are incorporated in this Agreement by reference.

31. Disclaimer/Indemnity Regarding Public Works

31.1 District has not determined whether the project would be considered a "Public Works" project for the purposes of California law, and makes no warranties or representations to Developer about whether the project would be considered a "Public Works" project. Developer is aware that

if the project is considered a “Public Works” project, then Developer would have to pay “prevailing wages” under California Labor Code section 1771. If Developer fails to pay such prevailing wages, Developer acknowledges that it will be liable to, among other things, pay any shortfall owed as well as any penalties that might be assessed for failure to comply with the law. If Developer does not pay prevailing wages, and an action or proceeding of any kind or nature is brought against the District based on such failure, Developer will defend and indemnify District in the action or proceeding. District agrees to reasonably cooperate and assist Developer in any the defense of any such action.

32. No Third-Party Beneficiaries

32.1 There are no intended third-party beneficiaries to this Agreement.

33. Compliance with Laws

33.1 Developer will comply with all laws, rules and regulations in carrying out its obligations under this Agreement.

34. Counterparts

34.1 This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document.

Signature Page

By: Lightfighter Village GP, LLC,
a California limited liability company

By: EAH Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Name: David Egan
Title: Assistant Secretary

By **DISTRICT**

Remleh Scherzinger, General Manager
Marina Coast Water District

EXHIBIT A

WATER ALLOCATION DOCUMENTATION



CITY OF MARINA
211 Hillcrest Avenue
Marina, CA 93933
831-884-1278; FAX 831-384-9148
www.cityofmarina.org

July 21, 2022

Remleh Scherzinger
Marina Coast Water District
11 Reservation Road
Marina, CA 93933

RE: Water Allocation Confirmation Lightfighter Village Project

Dear Rem,

This letter confirms that the City of Marina has allocated up to 15 AFY of potable water to the VTC Lightfighter Village project. On December 12, 2017, the City of Marina entered into an agreement with The Fort Ord Reuse Authority (FORA) and received a 15 AFY water allocation for use at the VTC Lightfighter Village housing project. On January 5, 2018, the Army allocated 15 AFY of potable water to FORA for use at the Lightfighter Village project.

At the November 18, 2018, City Council meeting, the Marina City Council adopted Resolution's No. 2018 – 139, 140, and 141 approving the Lightfighter Village project. Additionally, the staff report for these approvals stated, "Water service will be provided to the project by Marina Coast Water District (MCWD), via a transfer of 15-acre feet per year of potable water from the Fort Ord Reuse Authority to the City of Marina, for use at the project site. The Federal Government of the United States of America has transferred the right to use 15 AFY of unutilized Government Water Rights to FORA for the purposes of FORA making such transfer/use available to the City of Marina for the VTC project. The Monterey County Water Resources Agency has confirmed the transfer of the 15 AFY of potable water and consented to the permanent transfer of those water rights for use at the VTC site and for this project".

Subsequently, the Marina City Council adopted Resolution No. 2019-07 finding that the VTC housing project is consistent with the Fort Ord Base Reuse Plan. This consistency determination states that the Federal government of the United States has transferred the right to use 15 AFY of water rights to FORA and, subsequently to the City of Marina for this project and Marina has allocated this 15 AFY for the Lightfighter Village project.

Please let me know if the District needs anything else in order to provide water for this project.

Best Regards,

Layne Long
City Manager
City of Marina

RESOLUTION 2018-141

A RESOLUTION OF THE CITY OF MARINA CITY COUNCIL APPROVING A COMBINED DEVELOPMENT PERMIT CONSISTING OF: 1) GENERAL PLAN LAND USE MAP AMENDMENT (GP 2016-01) TO CHANGE THE DESIGNATION FROM SINGLE-FAMILY TO MULTIPLE FAMILY RESIDENTIAL; 2) CONDITIONAL USE PERMIT (UP 2016-02) FOR RESIDENTIAL DENSITY OVER 25 UNITS PER ACRE; 3) SITE AND ARCHITECTURAL DESIGN REVIEW (DR 2016-05) FOR THE SITE PLAN, ELEVATIONS, AND LANDSCAPE PLAN FOR A NEW THREE-STORY SEVENTY-ONE (71) UNIT MULTIFAMILY RESIDENTIAL APARTMENT COMPLEX; AND 4) TREE REMOVAL PERMIT (TP 2016-02) FOR THE REMOVAL OF NINE (9) TREES FOR THE VETERAN'S TRANSITION CENTER (VTC) PERMANENT SUPPORTIVE HOUSING PROJECT LOCATED AT 229-239 HAYES CIRCLE (ASSESSOR'S PARCEL NUMBER: 031-021-040).

WHEREAS, on September 22, 2015, Ethan Daniels of EAH Inc., a Non-Profit Housing Corporation, made an initial deposit of development review fees and a project proposal to construct the above described project; and

WHEREAS, the applicant has applied for a General Plan Amendment (GP 2016-03) to reclassify the land use designation from "Single Family Residential" to "Multiple-Family Residential" which would allow the development of multi-family apartment style residential units; and

WHEREAS, the overall project application is a Combined Development Permit consisting of:

- A Conditional Use Permit (CUP) for a multiple family residential development exceeding 25 units per acre;
- Site and Architectural Design Review (DR2016-05) for a new three-story, seventy-one (71) unit apartment complex; and
- Tree Removal Permit (TP 2016-02) to allow the removal of nine (9) trees; and

WHEREAS, the project is subject to Site and Architectural Design Review per City Code Section 17.59.040 (A); and

WHEREAS, on April 20, 2016, the Design Review Board (DRB) considered the Site and Architectural Design Review portion (DR2016-05) of the Combined Development Permit and adopted a Resolution recommending Planning Commission approval of the site plan design and overall building layout (DRB Resolution No. 2016-05); and

WHEREAS, development standards and design guidelines pertaining to multi-family residential dwellings have been incorporated into the proposed project; and

WHEREAS, on April 20, 2016, the Tree Committee considered the Tree Removal Permit (TP 2016-02) portion of the Combined Development Permit and adopted a Resolution recommending Planning Commission approval (TC Resolution No. 2016-02); and

WHEREAS, on October 25, 2018, the Planning Commission of the City of Marina conducted a duly noticed public hearing to consider a Combined Development Permit to allow the development of a new three-story seventy-one (71) unit multifamily residential apartment complex, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the October 25, 2018 meeting related to the proposed use; and

WHEREAS, on November 20, 2018, the City Council of the City of Marina conducted a duly noticed public hearing to consider a Combined Development Permit to allow the development of a new three-story seventy-one (71) unit multifamily residential apartment complex, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the October 25, 2018 meeting related to the proposed use; and

WHEREAS, in compliance with the California Environmental Quality Act, an Initial Study/Mitigated Negative Declaration has been prepared and publicly circulated for a period of 30 days (June 12, 2018 through April 13, 2018) and has been submitted for review and consideration by the Planning Commission.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina that it hereby approves the Veteran Transition Center (VTC) Combined Development consisting of a Conditional Use Permit (CUP) for a multiple family residential development exceeding 25 units per acre and Site and Architectural Design Review (DR 2016-05) for a new three-story, seventy-one (71) unit apartment complex and Tree Removal Permit (TP 2016-02) for a project located on a ± 2.4-acre project site (APN 032-171-018) located at 229-239 Hayes Circle (APN: 031-021-040).

FINDINGS:

1. The project must be consistent with the General Plan and Zoning Ordinance.

The project is consistent with requested General Plan Land Use designation of Multi-family residential and the R-4 zoning designation in that the project proposed a multi-family development of 35 units per acre.

General Plan Goals and Policies

Community Goals

- Goal 1.17 states:
“The overall goal of the Marina General Plan is the creation of a community which provides a high quality of life for all its residents; which offers a broad range of housing, transportation, and recreation choices; and which conserves irreplaceable natural resources.”
- Goal 1.18.1 states:
“Housing within the means of households of all economic levels, ages and lifestyles, and therefore, a diversified and integrated housing supply in which new residential development emphasizes a mix of housing types and lot sizes at the neighborhood level.”
- Goal 1.18.5 states:
“A city designed for and attractive to pedestrians, in which most of the housing, shops, businesses, and community facilities are within easy walking distance of each other.”
- Goal 1.18.8 envisions:
“A city physically and visually distinguish-able from the other communities of the Monterey Bay region, with a sense of place and identity in which residents can take pride.”
- Goal 1.18.15 requires:
“Attractive, distinctive residential neighborhoods and commercial districts which contribute to the overall vitality, image and identity of the city.”

Community Land Use Policies

- Policy 2.4.5 states:

“Future land development, whether it involves development of new areas, infilling of existing neighborhoods or commercial areas...shall be organized and have sufficient intensity...to create a pedestrian-oriented community.”

Housing Policies

- Policy 2.31.6 states:

“New housing shall be constructed at densities and in patterns which conserve land, reduce reliance on the private automobile and result in walkable, attractive neighborhoods.”

- Policy 2.31.8 states:

“New housing shall be integrated into the fabric of the City in such a way that it complements existing housing areas and contributes to the overall stability, image, and sense of community of the City.”

Transit and Supportive Land Use Policies

- Policy 3.35.1 states:

“Safe and secure bicycle parking shall...be provided in all new multi-family residential projects.”

Open Space and Significant Natural Features

- Policy 4.17.2 states:

“Future development should incorporate new windrows into site landscaping where appropriate so as to reinforce this distinctive landscape feature of citywide significance. Use of windrows, for example, can serve to define and buffer residential and commercial uses, help distinguish the boundaries of neighborhoods and districts identified below, or serve as a scenic backdrop for new development.”

The Project is consistent with the Goals and Policies contained within the Marina General Plan pertaining to provisions of housing at varying income levels, promoting of pedestrian oriented and friendly development, and establishing community character, vision and identity. The Project includes the provision of bicycle parking/storage facilities.

The project incorporates windrows along the edges of the project site, including the rear (west) side between the project site and adjacent open space, the southern edge around the parking lot, and the northern edge around the bio-retention basin.

The Project is consistent with the applicable development standards within the Marina Municipal Code (Zoning Ordinance) and/or superseding state laws for multiple family developments, specifically to the requirements of density, parking, and the provision of open space (public and private).

1. *The project must be consistent with the Citywide Design Standards and Guidelines.*

The project is consistent with the Citywide Design Standards and Guidelines. The project site and parking plan provide for adequate and safe pedestrian and vehicular traffic. Vehicular routes are separated from pedestrian routes. Parking stall sizes and circulation patterns allow for adequate vehicular movement. Landscaping is in common open space areas between paved areas to soften the hardscape development(s).

2. *That the establishment, maintenance or operation of the use will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons riding or working in the neighborhood and the use will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.*

The use of the site as a higher-density development will not be detrimental to the neighborhood, as it has been designed to be pedestrian-friendly and reduce reliance on the automobile. In addition, the project provides transitional, special needs, and affordable housing units to at-risk military veterans, and is intended to reduce the potential for increase homelessness throughout the community.

3. *The project must be designed and constructed, and so located, that the project will not be unsightly, undesirable or obnoxious in appearance to the extent that they will hinder the orderly and harmonious development of the city, impair the desirability of residence or investment or occupation in the city, limit the opportunity to obtain the optimum use and value of the land and improvements, impair the desirability of living conditions on or adjacent to the subject site, conform with the standards included in the local coastal land use plan and/or otherwise adversely affect the general welfare of the community.*

The Veterans Transition Center (VTC) development has been designed as an upscale, multi-family special needs housing development on the former Fort Ord lands. The modern/urban design aesthetic is intended to set a new standard for similar and future higher density developments within the City. The project includes vast amounts of common open space, a community garden, common indoor facilities (computer lab, common room, and meditation room, and will provide transit to resident to adjacent land uses (shopping, medical, etc.). The provision of affordable transitional housing units to at-risk military veterans is a beneficial impact to the general welfare of the community, by reducing the potential for increased homelessness.

Conditions of Approval

1. Substantial Compliance – The project shall be constructed in substantial compliance with the plans attached hereto as “**EXHIBIT A**”.
2. Permit Expiration (City Council) - This permit will expire 24 months from the date of approval by the City Council, unless a valid building permit has been issued and construction of the project has commenced prior to expiration. The applicant may apply for an extension of this permit, by submitting an extension request application and applicable fees, no less than 30 days prior to expiration date. No renewal notice will be sent to the applicant or property owner.
3. Lighting – Exterior Lighting Plan – All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. Prior to issuance of a building permit, the Owner/Applicant, shall submit three (3) copies of an exterior lighting plan (including a photo-metric analysis) which shall indicate the location, type, and wattage of all light fixtures and include catalog sheet for each fixture. The lighting shall comply with the requirement of the California Energy Code set forth in California Code of Regulation, Title 24, Part 6. The exterior lighting plan shall be subject to approval by the Director of Community Development-Planning.
4. Utilities–Underground – All new utility and distribution lines shall be placed underground.
5. Verification of Building Height – Prior to issuance of a building permit, the Owner/Applicant shall have a benchmark placed upon the property and identify the benchmark on the building plans. The benchmark shall remain visible onsite until final building inspection. The applicant shall provide evidence from a licensed civil engineer or surveyor, to the Director of Community Development-Planning and the Chief Building Official for review and approval, that the height of the structure(s) from the benchmark is consistent with what was approved and associate with the project.
6. Preconstruction Meeting – Prior to the commencement of any grading or construction activities, a preconstruction meeting shall be held on the site. The meeting shall include representative of each of the selected contractors, any consultant who will conduct required monitoring, the owner/applicant, Community Development-Planning, Community Development-Building, Engineering, Marina Fire, and/or any other appropriate departments/agency. The purpose of the meeting is to review the conditions of approval that are applicable to the grading and construction of the development.
7. Indemnification – The Owner/Applicant shall agree as a condition of approval of this project to defend, at its sole expense, indemnify and hold harmless from any liability, the City and reimburse the City for any expenses incurred resulting from, or in connection with, the approval of this project, including any appeal, claim, suit or legal proceeding. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the application of its obligations under this condition.

8. Affordable Housing Agreement/Program – Prior to issuance of the first construction permit, the Owner/Applicant shall develop, sign, notarize and record an Affordable Housing Agreement with the City of Marina. Such agreement shall clearly identify the number of affordable units, the income level of affordability, the estimated rent to be collected for each unit, and the term (length) of all affordability restrictions.
9. Fire Department – The Marina Fire Chief shall certify that the Marina Fire Department is able to provide fire protection services to the project site utilizing current and future fire equipment. Furthermore, the project shall comply with required fire code at the time the construction permit is approved for issuance, and fire protection measures shall be implemented to the satisfaction of the Fire Chief.
10. Landscape Surety Bond – Prior to the issuance of a building permit, the applicant shall provide a bond or other surety acceptable to the City to guarantee that the installed landscaping shall remain in a healthy and growing condition for a minimum of two years from the date of occupancy approval. The amount of the surety shall be a minimum of ten percent of the actual or estimated costs of the installation accepted by the Planning Services Division. An amount greater than ten percent may be required by the Planning Services Division if more exotic, less reliable plant material is specified in the approved planting plan. Two years after the approval of occupancy, the applicant shall contact the Planning Services Division to arrange for an inspection of the landscaping. If or when all landscaping shown on the approved plans is in place and is in healthy and growing condition, the surety shall be returned to the entity that provided the surety or to another entity upon proof of transfer. If plant material is dead, dying or missing and the applicant does not take steps to restore the landscaping, the City shall have the authority to use the surety for the restoration of the landscaping.
11. Bicycle Facilities – On the Site Plan the applicant shall show the location(s) of either indoor or outdoor bicycle lockers, or a bicycle rack placed in a secure and prominent location.
12. Trash Enclosures and Maintenance Building - Prior to the issuance of building permits the applicant submit shall coordinate with the waste hauler for the site and submit proof that adequate service will be accommodated/contracted for the project site.
13. Monterey Bay Air Resources District (Permit) - Prior to issuance of construction permit(s), the Owner/Applicant shall submit evidence, to the Planning Department, that the appropriate permits have been obtained from the Monterey Bay Air Resources District for use of stationary emission sources (boilers and/or generators). Questions regarding MBARD permitting should be directed to MBARD staff at (831) 647-9411.
14. Monterey Bay Air Resources District (BMPs) - The Owner/Applicant shall utilize Best Management Practices (BMPs) for fugitive dust control measures. BMP notes shall be included on all building and/or grading permits for construction activities that may result in soil/ground disturbance
15. Monterey Bay Air Resources District (Construction Equipment) - The Owner/Applicant shall utilize construction equipment that conforms to Air Resources Board (ARBs) Tier 3 or Tier 4 emission standards, which include but are not limited to, use of alternative fuels such as compressed natural gas, propane, electricity or biodiesel.

16. (MM 1) AES-1 – Lighting Specifications. Any exterior lighting installed on the project site shall be low intensity, low glare design, and shall be hooded to direct light downward onto the subject parcel and prevent spillover onto adjacent residential parcels and open space. The lights shall be certified as Dark Sky Friendly by the International Dark Sky Association.
17. (MM 2) B-1 – Worker Environmental Awareness Training. Prior to the start of any construction activities, all construction personnel shall attend a work environmental awareness training from a qualified biologist. The training shall include the identification of all special status plant and animal species with potential to occur on the project site, a description of their habitats, their regulatory statuses, and all measures being implemented to avoid and minimize impacts.
18. (MM 3) B-2 – Special Status Plant Avoidance. All special status plants that can be avoided shall be demarcated with highly visible orange construction fencing installed with a 30-foot buffer from construction activities. The fencing shall be inspected on a weekly basis during construction to ensure it is in good condition. If Monterey spineflower cannot be avoided, then mitigation measure “B-3” shall be implemented.
19. (MM 4) B-3 – Monterey Spineflower Mitigation. Impacts to Monterey spineflower shall be mitigated as follows:
 - ***Weed Management and Monitoring Plan.***

To avoid the introduction of and spread of invasive plant species, a weed management and monitoring plan shall be prepared and implemented during the first two years following construction. The plan shall be submitted to the USFWS for review and include methods to prevent establishment of invasive plant that could spread to adjacent native habitat.
 - ***Silt Fencing.***

Prior to construction activities, in areas where listed plants are adjacent to the proposed project construction footprint, silt fencing or similar barrier will be installed at the limits of work to prevent burial of plants.
 - ***Topsoil/Seed Salvage.***

Initial ground disturbance shall be timed to allow for collection of seed and/or topsoil with seed bank after seed has set for that year, as determined by a qualified botanist. A qualified botanist shall salvage seed and/or topsoil from occupied areas prior to ground disturbance in that area. The seed and/or topsoil shall be stored dry in a climate controlled environment appropriate for the storage of seed. To the extent feasible, seed and/or topsoil shall be applied back to the project site after construction in undeveloped open areas. Any excess seed and/or topsoil shall be made available to nearby sites that are suitable for restoration efforts, such as State Parks properties, the University of California Reserve, California State University Monterey Bay lands, or Bureau of Land Management lands. If suitable receivers are unwilling to participate in restoration efforts, the applicant shall fund permanent storage of the seed and/or topsoil at a qualified seed bank with appropriate credentials to store native plant seed for long-term conservation.

20. (MM 5) B-4 – Black Legless Lizard Preconstruction Survey. Preconstruction surveys for black legless lizard shall be conducted in areas of suitable habitat (central maritime chaparral and ruderal areas) within the project site. Surveys shall include visual inspections and raking/sifting as necessary to locate individuals prior to ground disturbance activities, and shall be conducted by a qualified biologist. The contractor and/or qualified biologist shall receive approval from the City, in consultation with CDFW as needed, to identify a relocation site that is nearby with habitat suitable for the species. If individuals are identified during surveys, the qualified biologist shall:
- Store all individuals in an appropriate container (insulated with lid);
 - Transfer individuals within four hours of capture;
 - Release in appropriate/comparable habitat (in coordination with the City, who may choose to consult with CDFW regarding release sites);
 - Document translocation effort through photos, GPS salvage and relocation sites, and standard measurements (temperature, time); and
 - Provide the City with a final report of translocation efforts once completed.
21. (MM 6) B-5 – Nesting Bird Surveys and Avoidance. Initial site disturbance shall be prohibited during the general avian nesting season (February 1 – August 30), if feasible. If nesting season avoidance is not feasible, a qualified biologist shall conduct a preconstruction nesting bird survey to determine the presence/absence, location, and status of any active nests on or adjacent to the project site. The extent of the survey buffer area surrounding the site shall be established by the qualified biologist to ensure that direct and indirect effects to nesting birds are avoided. To avoid the destruction of active nests and to protect the reproductive success of birds protected by MBTA and CFGC, nesting bird surveys shall be performed not more than 14 days prior to the scheduled vegetation clearance. In the event that active nests are discovered, a suitable buffer shall be established around such active nests and no construction within the buffer allowed until a qualified biologist has determined that the nest is no longer active (e.g. the nestlings have fledged and are no longer reliant on the nest). No ground disturbing activities shall occur within this buffer until the qualified biologist has confirmed that breeding/nesting is completed and the young have fledged the nest. Nesting bird surveys are not required for construction activities occurring between August 30 and February 1.
22. (MM 7) B-6 – Roosting Bats Impact Avoidance and Minimization. Prior to construction activities, a qualified biologist shall conduct a survey of existing structures and trees within the project site to determine if roosting bats are present. The survey shall be conducted during the non-breeding season (November through March). The biologist shall have access to all interior attics, as needed. If a colony of bats is found roosting in any structure, further surveys shall be conducted sufficient to determine the species present and the type of roost (day, night, maternity, etc.) If the bats are not part of an active maternity colony, passive exclusion measures may be implemented in coordination with the City, who may choose to consult with CDFW regarding exclusion methodology. These exclusion measures may include one-way valves that allow bats to exit the structure but are designed so that the bats may not re-enter the structure.

Prior to demolition of any structure or removal of any trees, a survey shall be conducted by a qualified biologist to determine if any structures or trees proposed for removal harbor sensitive bat species or maternal bat colonies. If a non-maternal roost is found, the qualified biologist, in close coordination with the City, who may choose to consult with CDFW regarding methodology, shall install one-way valves or other appropriate passive relocation method. Maternal bat colonies may not be disturbed. Other measures to avoid impacts to bats may necessary as determined by the City in consultation with CDFW.

23. (MM 8) C-1 – Worker’s Environmental Awareness Program. Prior to project construction, the project operator shall retain a qualified archaeologist meeting the Secretary of the Interior’s Standards for historic archaeology to conduct a Worker’s Environmental Awareness Program (WEAP) for all construction personnel working on the project. The training shall include an overview of potential cultural resources that could be encountered during ground disturbing activities to facilitate worker recognition, avoidance, and notification to a qualified archaeologist in the event of unanticipated discoveries.
24. (MM 9) GEO-1 – Geotechnical Report. The project shall incorporate the recommendations made in the Geotechnical Engineering Investigation Report (Moore Twining Associates, Inc. 2015) including use of excavation of undocumented fill soils throughout the project site and placement of engineered fill soils throughout.
25. (MM 10) N-1 – Mufflers. Construction equipment shall be properly maintained and all internal combustion engine driven machinery with intake and exhaust mufflers and engine shrouds, as applicable, shall be in good condition and appropriate for the equipment. During construction, all equipment, fixed or mobile, shall be operated with closed engine doors and shall be equipped with properly operating and maintained mufflers, consistent with manufacturers’ standards.
26. (MM 11) N-2 – Electrically Powered Tools and Facilities. To the extent practical, electrical power shall be used to run air compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities.
27. (MM 12) N-3 – Stationary Equipment. All stationary construction equipment shall be placed so that emitted noise is directed away from the nearest sensitive receptors.
28. (MM 13) N-4 – Equipment Staging Areas. Equipment staging shall be located in areas that will create the greatest distance feasible between construction-related noise sources and noise-sensitive receptors.
29. (MM 14) TCR-1 – Unanticipated Discovery of Tribal Cultural Resources. In the event that cultural resources of Native American origin are identified during construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find and an appropriate Native American representative, based on the nature of the find, is consulted. If the City determines that the resource is a tribal cultural resource and thus significant under CEQA, a mitigation plan shall be prepared and implemented in accordance with state guidelines and in consultation with Native American groups. The plan would include avoidance of the resource or, if avoidance of the resource is infeasible, the plan would outline the appropriate treatment of the resource in coordination with the archeologist and the appropriate Native American tribal representative.

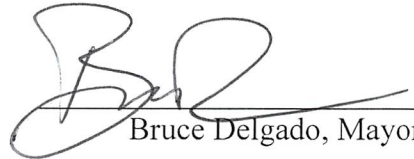
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 20th day of November 2018, by the following vote:

AYES, COUNCIL MEMBERS: Amadeo, Morton, O'Connell, Brown, Delgado

NOES, COUNCIL MEMBERS: None

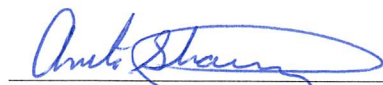
ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None



Bruce Delgado, Mayor

ATTEST:



Anita Sharp, Deputy City Clerk

MCWD WATER CODE: APPENDIX C*

Marina Coast Water District Assigned Water Use Factors for Determining Water Capacity Charges

The district, through the general manager, assigns water use factors from this Appendix C for new and modified uses. Each new or modified service connection that involves two or more uses shall be subject to a use calculation for each proposed use. Where a proposed use may be designated as more than one type of use, the type of use which most accurately depicts the proposed use shall be selected. Where doubt exists, the higher intensity use type shall be chosen. Water use rates are assigned for various uses per unit - square footage, number of rooms, seats, etc. The assigned water use rates determined considering estimated water use availability for various uses. The type of use and assigned water use rates are listed below.

| Type of Use | Basis | Assigned MCWD Water Use Rates By Acre-Ft | Project Quantity (Units) | Total Project Water Use Per Annum by Use (Acre-Ft) |
|------------------------------------------------------------------|----------|------------------------------------------|--------------------------|----------------------------------------------------|
| Residential | | | | |
| Multi Family - Apartment | DU | 0.21 | 7 | 1.47 |
| Apartment (senior complex) | DU | 0.12 | 64 | 7.68 |
| Group Housing (boarding, dormitory, convalescent) | Occupant | 0.062 | | 0 |
| Condominium/Townhouse | DU | 0.24 | | 0 |
| Mobile Home | DU | 0.21 | | 0 |
| Multi-Family - Duplex to Fourplex | DU | 0.24 | | 0 |
| Single Family 0 < lot < 0.08 acres (13 or more units per acre) | DU | 0.25 | | 0 |
| Single Family 0.08 <= lot < 0.22 acres (5—12 Units/Acre) | DU | 0.28 | | 0 |
| Single Family 0.22 <= lot < 0.67 acres (2—4 Units/acre) | DU | 0.52 | | 0 |
| Single Family (lot >= 0.67 acres) | acres | 0.89 | | 0 |
| Accessory Dwelling Unit < 640 sq. ft. | DU | 0.17 | | 0 |
| Accessory Dwelling Unit 641 to 800 sq. ft. | DU | 0.21 | | 0 |
| Accessory Dwelling Unit 841 to 1,200 sq. ft. | DU | 0.25 | | 0 |
| TOTAL RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT | | | | 9.15 |

| Type of Use | Basis | Assigned MCWD Water Use Rates By Acre-Ft | Project Quantity (Units) | Total Project Water Use Per Annum by Use (Acre-Ft) |
|-------------------------------------------------------|----------|------------------------------------------|--------------------------|----------------------------------------------------|
| Non-Residential | | | | |
| Auto Sales/Repair Shops (Gross Floor Area) | sq. ft. | 0.00006 | | - |
| Bank | sq. ft. | 0.0003 | | - |
| Bakery | sq. ft. | 0.00027 | | - |
| Bar (w/o restaurant) | sq. ft. | 0.00023 | | - |
| Beauty shop/barber shop | stations | 0.05 | | - |
| Car Wash w/ recycle | sq. ft. | × * | | |
| Child Care | sq. ft. | 0.0061 | | - |
| Dry Cleaners (onsite cleaning) | sq. ft. | 0.0004 | | - |
| Gas Station (w/o minimart or restaurant) | pumps | 0.1051 | | - |
| Gym, Health Club (w/o aquatics) | sq. ft. | 0.00012 | | - |
| Hotel/Motel/Bed & Breakfast (Guest room portion only) | units | 0.11 | | - |
| Laundromat (self-serve) | washers | 0.202 | | - |
| Laundry - Commercial | sq. ft. | × * | | |
| Office - General (nonmedical, includes chiropractor) | sq. ft. | 0.0001 | 1156 | 0.12 |
| Office - Government, Education | sq. ft. | 0.000092 | | - |
| Office - Medical, Dental | sq. ft. | 0.00016 | | - |
| Manufacturing (other than food, beverage, chemical) | sq. ft. | 0.056 | | - |
| Manufacturing (food, beverage, chemical) | sq. ft. | × * | | |

| | | | | |
|----------------------------------------------------------------------|---------|----------|------|-------------|
| Meeting Halls, Churches, School Room | sq. ft. | 0.000092 | | - |
| Nursing Home (care portion only) | bed | 0.12 | | - |
| Laboratory | sq. ft. | 0.000082 | | - |
| Laboratory - Photographic | sq. ft. | 0.003 | | - |
| Landscape (non-turf) | acres | 2.1 | 1.11 | 2.33 |
| Landscape (turf) | acres | 2.5 | 0.04 | 0.10 |
| Plant Nursery | sq. ft. | 0.00009 | | - |
| Public Restroom | toilets | 0.058 | | - |
| Restaurant (full service - 3 meals, dish washing) | sq. ft. | 0.00125 | | - |
| Restaurant (Fast food/casual with onsite prep) | sq. ft. | 0.00051 | | - |
| Restaurant (take out w/ minimal onsite prep) | sq. ft. | 0.00027 | 952 | 0.26 |
| Store - General Retail (Department Store) | sq. ft. | 0.00005 | | - |
| Store - Grocery and Markets | sq. ft. | 0.00033 | | - |
| Swimming Pool (per 100 sq. ft. pool area) | sq. ft. | 0.02 | | - |
| Theater | seats | 0.0012 | | - |
| Veterinary | sq. ft. | 0.00022 | | - |
| Warehouse, Distribution, Self-Storage | sq. ft. | 0.00001 | | - |
| TOTAL NON RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT | | | | 2.80 |

| | | | | |
|---------------------------------------------------------------|--|--|--|--------------|
| TOTAL COMBINED ACRE-FEET THIS INFRASTRUCTURE AGREEMENT | | | | 11.95 |
|---------------------------------------------------------------|--|--|--|--------------|

The assigned water use rate is then multiplied by the appropriate square footage, room, or seat number for each use and the capacity charge per acre-foot of water.

Example: To compute capacity charges in October 2020 for a 1,000 sq. ft. office (assume only a single use) in Central Marina, multiply 1,000 by 0.0001 (from table) and then by \$6,332. The resultant capacity charge for this office in Central Marina would be \$633.20.

* See manufacturer's recommendation.

EXHIBIT B
LEGAL DESCRIPTION

EXHIBIT B

LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Marina, County of Monterey, state of California and is described as follows:

Being a portion of that certain Parcel B, as shown on the map filed in Volume 20 of Surveys, at Page 74, records of said County, being particularly described as follows:

Beginning at 5/8" diameter rebar at the most Northerly corner of said Parcel B, and running thence along the boundary thereof

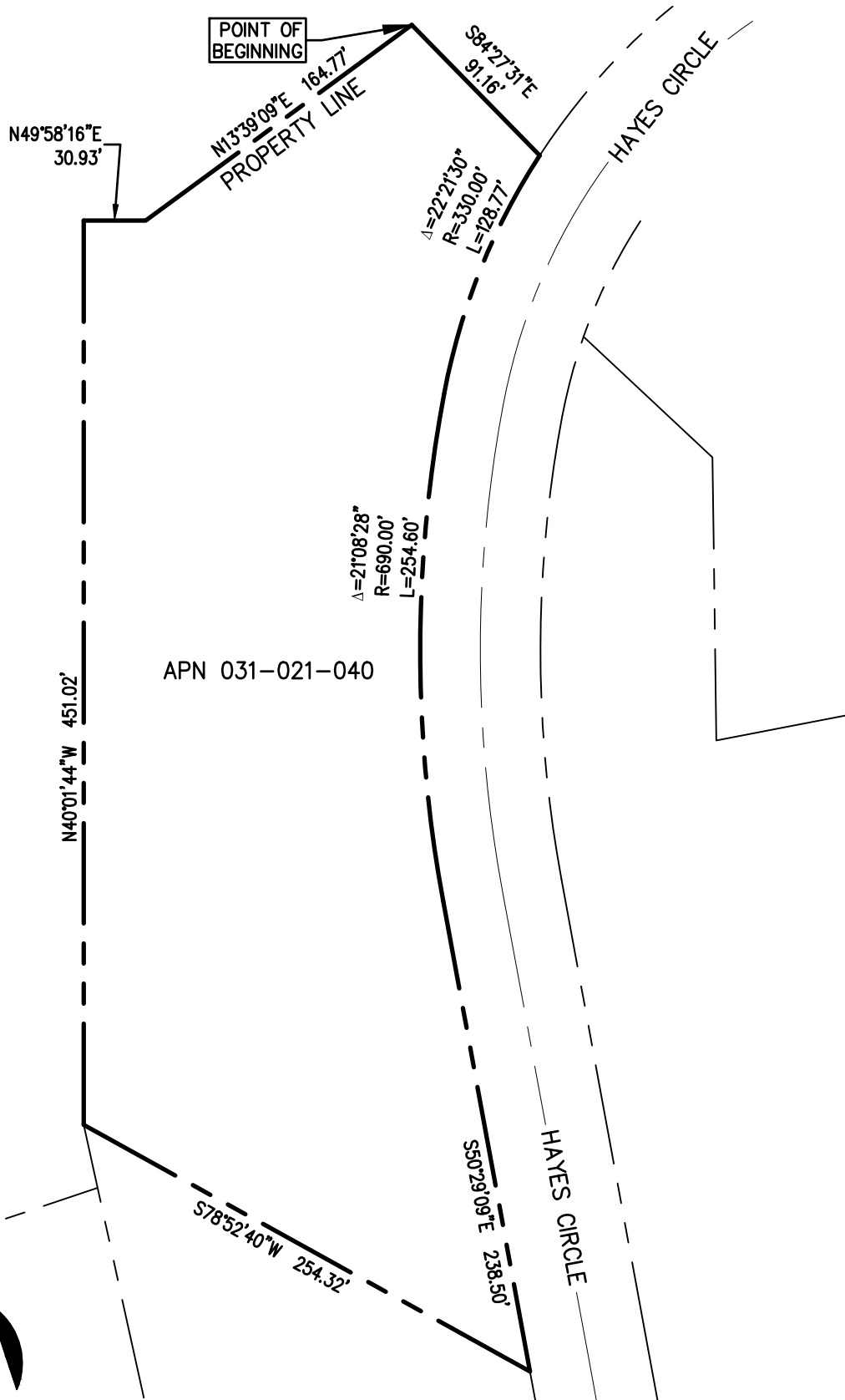
1. S. 84° 27' 31" E., 91.16 feet to a 5/8" diameter rebar in the Northeasterly boundary of said Parcel B and the Southwesterly line of Hayes Circle; thence along said boundary,
2. Curving to the left on a circular arc of 330 feet radius (the center of the circle of which said arc bears N. 83° 00' 39" E.), through an angle of 22° 21' 30", for a distance of 128.77 feet to a 5/8" diameter rebar at a point of compound curvature; thence tangentially,
3. Curving to the left on a circular arc of 690 feet radius, through an angle of 21° 08' 28", for a distance of 254.60 feet to a 5/8" diameter rebar; thence tangentially,
4. S. 50° 29' 09" E., 238.50 feet to a 5/8" diameter rebar; thence leave said boundary along Hayes Circle.
5. S. 78° 52' 40" W., 254.32 feet to a 5/8" diameter rebar at an angle point in the Southwesterly boundary of said Parcel B; thence along said boundary,
6. N. 40° 01' 44" W., 451.02 feet to a 5/8" diameter rebar;
7. N. 49° 58' 16" E., 30.93 feet to a 5/8" diameter rebar;
8. N. 13° 39' 09" E., 164.77 feet to the point of beginning.

APN: 031-021-040-000

END OF DESCRIPTION

Job No. 3394.04

T:\Monterey Projects\3394 - VTC Housing\CIVIL\EXHIBITS\XB-Plat.dwg



PLAT TO ACCOMPANY LEGAL DESCRIPTION

INFRASTRUCTURE AGREEMENT WITH MCWD

MARINA, CALIFORNIA

JUNE 16, 2022

78



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

EXHIBIT C

MAP OF DEVELOPMENT

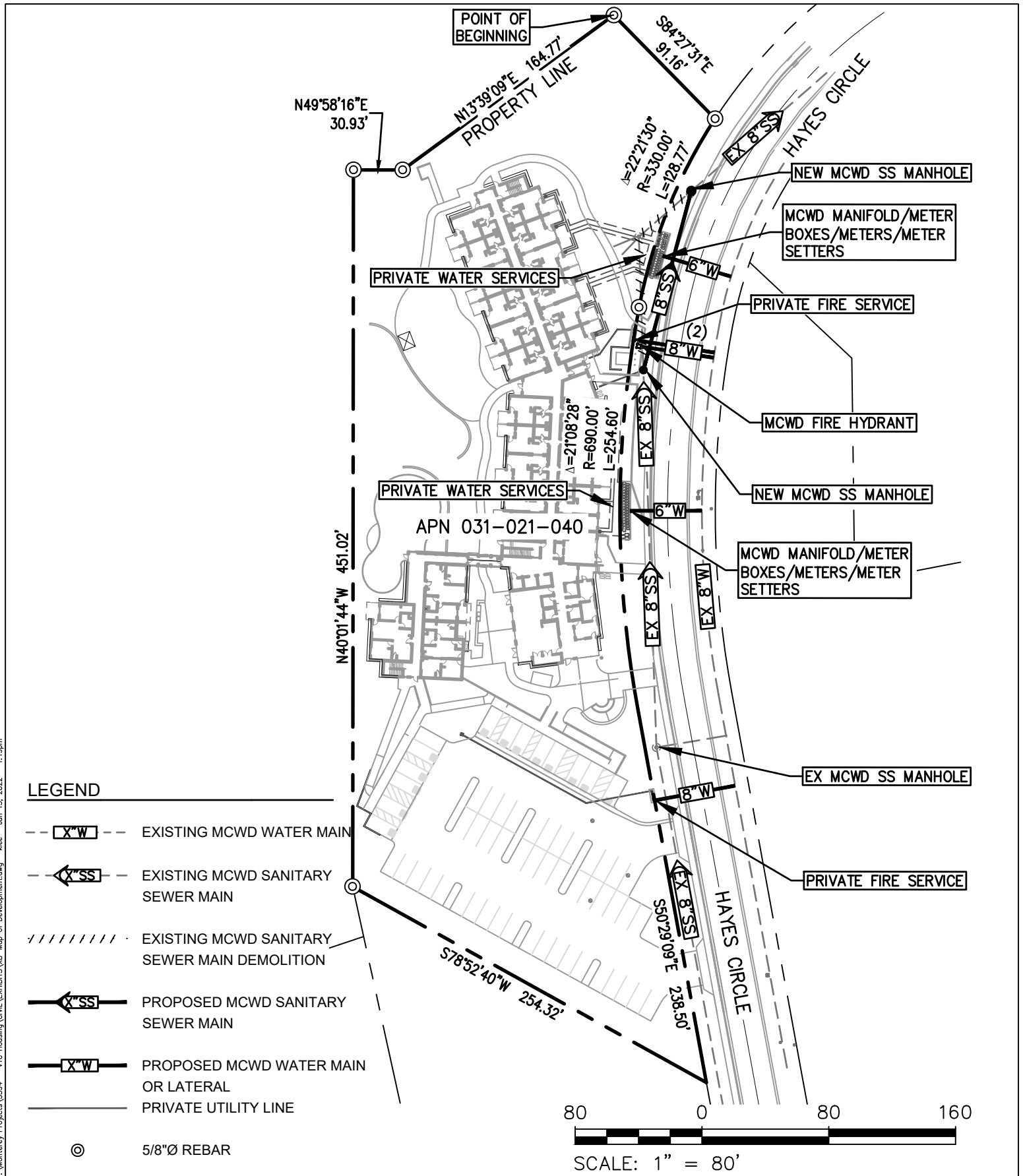


EXHIBIT C - MAP OF DEVELOPMENT

VETERANS SUPPORTIVE HOUSING

CITY OF MARINA, CALIFORNIA

EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

1. Workers' Compensation and Employer's Liability Insurance –

- a. The Developer shall require every Contractor to certify that it and all of its subcontractors are aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of any work under this Agreement.
- b. The Developer shall require every Contractor and all sub-contractors to insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.
- c. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.

2. Definitions – For purposes of this Exhibit, the following terms shall have the following respective meanings:

“Claim” - shall be used collectively to refer to and include any and all claims, demands, causes of action, damages, costs, attorneys’ fees, expert fees, court costs, expenses, penalties, losses or liabilities, in law or in equity, of every kind and nature whatsoever.

3. Indemnification - To the fullest extent permitted by law, the Developer will require every Contractor to indemnify, hold harmless, and defend District, its directors, officers, employees, representatives, and authorized volunteers (collectively, the “indemnitees”), and each of them from and against:

- a. Any claim, including, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, or authorized volunteers, except to the extent caused by the sole negligence or willful misconduct or active negligence of District or its directors, officers, employees, or authorized volunteers;
- b. Any claim arising out of, resulting from, or relating in any way to a violation of any governmental law or regulation, compliance with which is the responsibility of the

Contractor;

- c. Any claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any indemnitee may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations to the Developer for work to be performed under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, expert fees, and court costs, incurred by an indemnitee in any lawsuit to which the indemnitee is a party.
- d. Contractor acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Contractor under this Agreement shall specifically include any claim involving, arising out of or related to MEC.

The Developer will require their Contractor to pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, or authorized volunteers, relating to any claim.

The Developer will require their Contractor to reimburse District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's indemnification obligation shall not be limited to the proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers from any insurance required to be provided under this Agreement.

4. Commercial General Liability and Automobile Liability Insurance - The Developer will require their Contractor to provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
2. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) (owned, non-owned and hired automobiles)

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

1. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO

CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

2. ***Automobile Liability*** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The District, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

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

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

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

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

5. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be disclosed in writing to and approved by the District.

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

7. Munitions and Explosives Coverage (MEC) - The Developer will require their Contractor to maintain insurance that includes coverage for services and work in or around MEC, or claims, damage or injury related in any way to this Agreement which arise from MEC. The Marina Coast Water District, its officers, directors and employees and any of its authorized representatives and volunteers shall be named as additional insureds under all insurance maintained by Contractor related in any way to work performed by it on behalf of the Marina Coast Water District.

8. Builder's Risk Insurance - The Developer or the Developer's Contractor will provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified by the District, to insure against such losses until final acceptance of the work by the District. Such insurance shall include¹ explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor by the Developer shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

9. Waiver of Rights of Subrogation - The Developer will require their Contractor's insurer to waive all rights of subrogation against the District, its directors, officers, employees, or authorized volunteers.

10. Evidences of Insurance - Prior to the commencement of construction activities under this Agreement, the Developer will require their Contractor to file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Developer will require their Contractor, upon demand of the District, to deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

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

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: Management Services Administrator

11. Sub-Contractors' Required Insurance Requirements - In the event that the Contractor employs sub-contractors as part of the work to be performed under this Agreement, it shall be the Developer's responsibility to require and confirm that every Contractor requires each of its sub-contractor to meet the same minimum insurance requirements specified in this Exhibit for every Contractor.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-A

Meeting Date: August 15, 2022

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-43 to Execute a Mutual Assistance Agreement Between Marina Coast Water District and the Castroville Community Services District

Staff Recommendation: Staff recommends that the Board of Directors approve the Mutual Assistance Agreement and authorize the General Manager to execute the agreement.

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

Castroville Community Services District (CCSD) is a local special District governed by a five-member elected Board of Directors. CCSD provides water, sewer, storm, street lighting, and street maintenance activities for the town of Castroville and sewer services for Moss Landing. A majority of CCSD service area is considered a severely disadvantaged community.

Discussion/Analysis: CCSD has a small water system with approximately 2,400 service connections and relies solely on groundwater to provide its potable water. The entire CCSD has a staff of 6 to provide essential services to its customers. In comparison, Marina Coast Water District (MCWD) has approximately 9,700 service connections with a staff of approximately 50 to provide similar services, which is a slightly better ratio but is still significantly short in staff size compared to similar agencies.

Having a mutual assistance agreement (agreement) would be beneficial for both agencies' given the size of our agencies and the proximity of the service areas. The agreement would provide the necessary contractual language to recover the cost of equipment, labor, and materials should any of those assets be called upon by the neighboring agency. Further, the agreement includes language that addresses the fact that a response is strictly voluntary upon either party should they be called upon. This will prevent any hardship to either party if the responding agency is already experiencing and/or responding to its own emergency.

In essence, this agreement is a way to streamline aid for the parties should that aid be needed. The agreement would also provide redundancy and much needed operational security to both entities, ensuring continuity of high-quality service to our respective communities.

MCWD's commitment to CCSD as a regional partner provides a collaborative framework and commitment to solving long-standing water supply issues in our regional community.

The agreement has already been reviewed by CCSD staff and was recommended by their General Manager for approval. Thus, on June 21, 2022, CCSD's Board of Directors reviewed and unanimously approved the agreement at their regularly scheduled board meeting.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

Other Considerations: None

Material Included for Information/Consideration: Resolution 2022-43, and, copy of the Mutual Assistance Agreement

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

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

August 15, 2022

Resolution No. 2022-43
Resolution of the Board of Directors
Marina Coast Water District
Approving a Mutual Assistance Agreement Between Marina Coast Water District
and the Castroville Community Services District

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), a regular meeting duly called and held on August 15, 2022, via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, Marina Coast Water District (District), is a Special County Water District that serves water, sewer, and recycled water to approximately 38,000 customers within Central Marina and the Ord Communities; and,

WHEREAS, Castroville Community Services District (CCSD) is a special Community Service District that provides water, wastewater, and other services to approximately 9,700 customers within the town of Castroville and Moss Landing; and,

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

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

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

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

1. Adopt Resolution No. 2022-43 to approve the mutual assistance agreement between the District and CCSD.
2. Authorize the General Manager to execute the Mutual Assistance Agreement and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 15, 2022 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2022-43 adopted August 15, 2022.

Remleh Scherzinger, Secretary

MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT (this "Agreement") is made and entered into effective as of July 19, 2022, by and between the Marina Coast Water District, a public agency (the "MCWD"), and the Castroville Community Services District, a public agency (the "DISTRICT").

Recitals

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

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

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

1. Requests for Assistance. In the event that either party to this Agreement (the "Borrower") has a need for the equipment, supplies, personnel or other resources of the other party hereto (the "Lender") for purposes of undertaking a necessary public project or activity, the Borrower may request that the Lender provide such resources. Any such request shall be submitted as follows:

If to the MCWD:

Address:

Phone:

Email:

Attn:

If to the DISTRICT: Address: 11499 Geil Street, Castroville CA. 95012

Phone: (831) 633-2560

Email: Eric@CastrovilleCSD.ORG

Attn: Eric Tynan

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

3. Equipment. If the Lender loans equipment to the Borrower, such as construction equipment, vehicles, tools, pumps or generators, such loaned equipment shall be subject to the following conditions:

- (a) If the Lender so determines, the loaned equipment shall be operated by the Lender's personnel, which personnel will then be provided with the equipment.
- (b) The loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned.
- (c) In the event the Borrower has an emergency and, in its discretion, requires use of the loaned equipment, the Lender will immediately return the loaned equipment.
- (d) The Borrower shall, at its own expense, supply all fuel, lubrication and maintenance for the equipment.
- (e) The Lender may, at its option, charge the Borrower for costs related to the use, transportation, handling, loading and unloading of the equipment. The costs will be determined by the Lender's adopted fees for the fiscal year in which the equipment was loaned. If a piece of equipment is not listed within the Lender's fee schedule, the rate shall be based on the then-in-effect Caltrans equipment rental rates.
- (f) In the event that loaned equipment is damaged while in the custody or use of the Borrower, the Borrower shall reimburse the Lender for the reasonable cost of repairing such damage. If the equipment cannot be repaired or has been destroyed, the Borrower shall reimburse the Lender for the cost of replacing the equipment with comparable equipment. If the Lender is required to lease replacement equipment while the loaned equipment is being repaired or replaced by the Borrower, the Borrower shall reimburse the Lender for such lease costs.

4. Supplies. The Borrower shall reimburse the Lender in kind or at the actual replacement cost for the use of expendable or non-returnable supplies provided by the Lender. Supplies of reusable items that are returned to the Lender in a clean and undamaged condition will not be charged to the Borrower.

5. Personnel. In the event that the Lender makes its personnel available to the Borrower, the Lender will pay when requested, such personnel's applicable salary or hourly wage plus fringe benefits and insurance, including workers' compensation insurance, while the personnel is providing services to the Borrower. Personnel so loaned to the Borrower will take direction from the Borrower but will remain under control and Supervision of the Lender.

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

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

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

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

10. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

11. Entire Agreement/Amendments. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

12. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but

rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

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

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

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

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

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

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

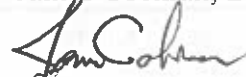
MARINA COAST WATER DISTRICT

CASTROVILLE
SERVICES DISTRICT

COMMUNITY

By: _____

By: James Cochran, Board President



ATTEST:

ATTEST:

By: _____

By: James Eric Tynan, General Manager

