



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 ZEFFERMAN

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, October 17, 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, this will be a hybrid meeting with some staff and Board members attending the October 17, 2022 meeting in person and some remotely from various locations. Members of the public may not yet attend the Board meeting in person but can continue to attend remotely via the Zoom link. 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, October 17, 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/87289991544?pwd=bDlzMWQ4enVjdDkzazZoWWg4Y29wZz09>

Passcode: 106387

To participate via phone: 1-669-900-9128; Meeting ID: 872 8999 1544; Passcode: 106387

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. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, October 13, 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
Appeal No. A-3-MRA-19-0034 by California-American Water Company to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project

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

- C. Pursuant to Government Code section 54956.9(d)(4)
Conference with Legal Counsel – Initiation of Litigation
One Potential Case

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. Consent Calendar

- A. [Receive and File the Check Register for the Month of September 2022](#)
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- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of September 19, 2022](#)
(Page 11)

- C. [Adopt Resolution No. 2022-51 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days](#)
(Page 19)

- D. [Receive the 3rd Quarter 2022 MCWD Water Consumption Report](#)
(Page 23)

- E. [Receive the 3rd Quarter 2022 Sewer Flow Report](#)
(Page 31)

[F. Receive a Report on Current Capital Improvement Projects](#)

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9. 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 Approve and Execute a Mutual Assistance Agreement Between Marina Coast Water District and the Castroville Community Services District](#)

(Page 41)

B. [Adopt Resolution No. 2022-53 to Amend the CIP to Include the Castroville Intertie Project](#)

(Page 57)

C. [Receive an Update on the AB 2449 Teleconference Meeting Brown Act Requirement](#)

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

A. General Manager's Report

B. Committee and Board Liaison Reports

1. Budget and Personnel Committee
2. Executive Committee
3. Community Outreach Committee
4. M1W Board Member Liaison

11. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, November 14, 2022, 6:30 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8

Meeting Date: October 17, 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 September 2022
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of September 19, 2022
- C) Adopt Resolution No. 2022-48 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days
- D) Receive the 3rd Quarter 2022 MCWD Water Consumption Report
- E) Receive the 3rd Quarter 2022 MCWD Sewer Flow Report
- F) Receive a Report on Current Capital Improvement Projects

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

Legal Counsel Review: 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 September 2022; draft minutes of September 19, 2022; Resolution No. 2022-51; 3rd Quarter Water Consumption Report; 3rd Quarter Sewer Flow Report; and, Current Capital Improvement Projects list.

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: 8-A

Meeting Date: October 17, 2022

Prepared By: Remleh Scherzinger

Approved By: Remleh Scherzinger

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

Staff Recommendation: The Board of Directors receive and file the September 2022 expenditures totaling \$2,789,041.72.

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

Discussion/Analysis: These expenditures were paid in September 2022 and the Board is requested to receive and file the check register. The September check register was larger than normal due to the following payments:

- Check No 72585 – Construction payment to Anderson Pacific Engineering for the amount of \$978,608.09 for the A1/A2 Tanks B/C Booster Pump Station Project
- Check No 72596 – Purchase of a 2022 Ford Ranger for the amount of \$27,288.69
- Check No 72604 & 72683 – Payment to Salinas Valley Basin Groundwater Sustainability Agency for Corral de Tierra GSP, a subgrantee of our Sustainable Groundwater Planning Grant (Proposition 1) in the amount of \$179,350.32 & \$19,927.84 respectively.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

Other Consideration: None.

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

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

September 2022 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
09/06/2022	ACH	Friedman & Springwater LLP	38,806.80
09/06/2022	72583 - 72607	Check Register	1,331,488.68
09/12/2022	72608 - 72628	Check Register	276,778.87
09/20/2022	72629 - 72661	Check Register	64,134.69
09/26/2022	72662 - 72699	Check Register	266,105.47
09/29/2022	72700 - 72709	Check Register	42,735.86
09/02/2022	ACH	CalPERS	27,513.99
09/02/2022	ACH	Empower Retirement	14,120.22
09/02/2022	ACH	Internal Revenue Service	48,254.82
09/02/2022	ACH	State of California - EDD	11,279.99
09/02/2022	ACH	WageWorks, Inc.	842.95
09/02/2022	ACH	Payroll Direct Deposit	116,555.18
09/02/2022	501408	Check Register	863.00
09/12/2022	501409 - 501414	Check Register	82,784.39
09/13/2022	501415	Check Register	440.00
09/16/2022	ACH	CalPERS	28,193.96
09/16/2022	ACH	Empower Retirement	14,120.22
09/16/2022	ACH	Internal Revenue Service	57,586.67
09/16/2022	ACH	State of California - EDD	13,369.90
09/16/2022	ACH	WageWorks, Inc.	842.95
09/16/2022	ACH	Payroll Direct Deposit	128,300.53
09/16/2022	501416 - 501417	Check Register	576.80
09/22/2022	ACH	Internal Revenue Service	91.82
09/22/2022	501418	Board Compensation Checks and Direct Deposit	554.09
09/30/2022	ACH	CalPERS	27,456.76
09/30/2022	ACH	Empower Retirement	15,065.54
09/30/2022	ACH	Internal Revenue Service	48,534.50
09/30/2022	ACH	State of California - EDD	11,151.88
09/30/2022	ACH	WageWorks, Inc.	698.35
09/30/2022	ACH	Payroll Direct Deposit	119,216.04
09/30/2022	501419	Check Register	576.80
TOTAL DISBURSEMENTS			<u>2,789,041.72</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	08/04/2022	09/06/2022	Friedman & Springwater LLP	Legal Services 07/2022	38,806.80
72583	07/26/2022	09/06/2022	Valley Saw and Garden Equipment	General Supplies	45.87
72584	08/18/2022	09/06/2022	Verizon Wireless	(4) Cell Phones, Accessories - Conservation, Engineering, O&M; Cell Phone Service 08/2022	3,440.82
72585	08/05/2022	09/06/2022	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #10	978,608.09
72586	08/08/2022	09/06/2022	Harris & Associates	Inspection Services - RUWAP Distribution System; Project Management - Recycled Water; Developers (Abdy Way Subdivision, CHISPA East Garrison Apartments, Dunes 2 East, East Garrison, Enclave at Cypress Grove, Home2 Suites, Lower Stilwell, Wathen-Castanos Homes)	39,951.83
72587	08/16/2022	09/06/2022	Orkin Franchise 925	BLM/ IOP Pest Control 08/2022	205.00
72588	08/29/2022	09/06/2022	Maynard Group	Installation of Optimized Meraki Redundancy Solution - MCWD Offices	5,493.49
72589	08/17/2022	09/06/2022	HD Supply Facilities Maintenance LTD	General Supplies	388.98
72590	08/15/2022	09/06/2022	Carollo Engineers, Inc.	Construction Meetings - RUWAP	370.05
72591	08/04/2022	09/06/2022	Fastenal Industrial & Construction Supplies	General Supplies	47.97
72592	08/11/2022	09/06/2022	Conservation Rebate Program	3089 Bostick Ave - Washer Rebate	150.00
72593	08/15/2022	09/06/2022	Univar Solutions USA, Inc.	(650) gals Chlorine - Intermediate Reservoir	2,118.66
72594	08/11/2022	09/06/2022	Conservation Rebate Program	304 Carmel Ave #15 - Toilet Rebate	75.00
72595	08/31/2022	09/06/2022	State Board of Equalization	Campus Town - Annexation	3,050.00
72596	08/11/2022	09/06/2022	National Auto Fleet Group	2022 Ford Ranger	27,288.69
72597	08/24/2022	09/06/2022	Marina Tire & Auto Repair	Oil Change - Vehicles 1238, 1702, 1304	251.26
72598	08/12/2022	09/06/2022	Richards, Watson & Gershon	Legal Services 03/2022 - 07/2022	38,622.50
72599	08/25/2022	09/06/2022	U.S. Bank National Association	IOP Office Copier Lease 08/20 - 09/19	287.34
72600	08/25/2022	09/06/2022	ICONIX Waterworks (US), Inc.	(5) Gate Valves, (6) Couplings, Supplies - CSUMB Valve Project; (2) Repair Clamps - Hillcrest Ave Water Line Repair; (2) Concrete Extensions, DI Spool - Seaside Middle School; General Supplies	19,719.54
72601	08/16/2022	09/06/2022	Lou's Gloves, Inc.	Nitrile Gloves	705.00
72602	08/22/2022	09/06/2022	Western Exterminator Company	Pest Control - Beach Office 08/2022	106.75
72603	08/25/2022	09/06/2022	WEX Bank	Fleet Gasoline 08/2022	6,834.83
72604	06/17/2022	09/06/2022	Salinas Valley Basin Groundwater Sustainability Agency	Corral de Tierra GSP	179,350.52
72605	05/03/2022	09/06/2022	Process Measurement Group	Intermediate Reservoir Recoating - Retention Release	11,195.00
72606	08/15/2022	09/06/2022	HPS West, Inc.	12" Octave Meter without Module - RUWAP	13,031.49
72607	08/11/2022	09/06/2022	Conservation Rebate Program	3290 Monterey Rd - Washer Rebate	150.00
72608	08/24/2022	09/12/2022	Salinas Valley Ford	Replacement Coil, Spark Plug - Vehicle #1235	602.53

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72609	07/31/2022	09/12/2022	Schaaf & Wheeler	Construction Meetings, Respond to RFI's, Review Submittals, Environmental Support, MCC Pad, Genset Pad, Fence Easements - Ord Village LS FM Improvements; Construction Phase - A1/A2 Tanks B/C Booster; Prepared GIS Map/ Data; Developers (Dunes 1B Promenade, Dunes 2 West, Dunes Brass Tap)	27,410.00
72610	08/23/2022	09/12/2022	Monterey Bay Analytical Services	Laboratory Testing	924.00
72611	06/06/2022	09/12/2022	Monterey County Auditor-Controller	LAFCO Administrative Charges FY 2023	29,184.00
72612	09/02/2022	09/12/2022	Federal Express	Shipping Charges	49.77
72613	08/16/2022	09/12/2022	Core & Main LP	(108) 1" Allegro Kit Register Upgrade - Stock Replacement from Lower Stilwell Project	6,131.94
72614	08/04/2022	09/12/2022	American Supply Company	Janitorial Supplies	338.95
72615	08/31/2022	09/12/2022	Geiger	(5,000) Engineering Graph Paper Pads	611.11
72616	08/26/2022	09/12/2022	Val's Plumbing & Heating, Inc.	HVAC Service, Repaired Leak/ Installed New Water Gauge - BLM	2,172.61
72617	08/18/2022	09/12/2022	Koraleen Enterprises	(5) Water Sampling Stations	2,220.56
72618	08/25/2022	09/12/2022	Abacherli Fence Co.	Gate Installation - Beach Office	1,985.00
72619	08/11/2022	09/12/2022	Remy Moose Manley, LLP	Legal Services 07/2022	69,484.67
72620	09/06/2022	09/12/2022	Monterey Bay Technologies, Inc.	IT Support Services 09/2022	3,600.00
72621	08/10/2022	09/12/2022	Griffith, Masuda & Hobbs	Legal Services 07/2022	27,920.58
72622	08/28/2022	09/12/2022	AT&T	Phone and Alarm Line Services 08/2022	248.62
72623	09/01/2022	09/12/2022	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 08/2022	5,670.79
72624	08/31/2022	09/12/2022	Cintas Corporation No. 630	Uniforms, Towels, Rugs 08/2022	1,152.93
72625	08/15/2022	09/12/2022	Psomas	Construction Management/ Inspections - A1/A2 Tanks B/C Booster, Gigling LS FM, Ord Village LS FM Improvements	83,906.81
72626	08/24/2022	09/12/2022	Monterey Environmental Solutions & Services	Hazardous Material Removal - Ord Office	1,450.00
72627	08/22/2022	09/12/2022	Conservation Rebate Program	2369 4th Army Rd - Washer Rebate	150.00
72628	07/29/2022	09/12/2022	Monterey Bay Air Resources District	Permit Fees - Gensets	11,564.00
72629	08/31/2022	09/20/2022	Ace Hardware of Watsonville, Inc.	General Supplies	632.98
72630	09/03/2022	09/20/2022	Becks Shoe Store, Inc. - Salinas	Boot Benefit - O&M	200.00
72631	08/31/2022	09/20/2022	Insight Planners	Web Development/ Maintenance and Hosting 08/2022	2,139.00
72632	08/26/2022	09/20/2022	Grainger	General Supplies	652.00
72633	08/24/2022	09/20/2022	Area Communications	Answering Service 07/27 - 08/23	348.14
72634	08/31/2022	09/20/2022	Monterey Regional Waste Management District	(2) Refrigerator Disposals - Beach Office Lab	40.00
72635	09/07/2022	09/20/2022	Pitney Bowes Purchase Power (Postage)	Postage Meter Refill	1,026.99
72636	08/31/2022	09/20/2022	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
72637	09/13/2022	09/20/2022	Monterey Bay Analytical Services	Laboratory Testing	1,288.00
72638	09/05/2022	09/20/2022	Staples Credit Plan	Standing Desk Converter - Engineering, Office Supplies	629.10

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72639	09/01/2022	09/20/2022	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 08/2022 - 09/2022	9,813.00
72640	09/01/2022	09/20/2022	HD Supply Facilities Maintenance LTD	(2) Colorimeters, (3) Swivel Adapters, (6) Chlorine Swiftest Dispensers and (2) Refills	2,898.53
72641	08/31/2022	09/20/2022	DataProse, LLC	Customer Billing Statements 08/2022	5,027.49
72642	09/15/2022	09/20/2022	Dilbeck & Sons, Inc.	Rear Walk In Gate Service - BLM	480.00
72643	08/28/2022	09/20/2022	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	241.35
72644	08/30/2022	09/20/2022	Val's Plumbing & Heating, Inc.	Boiler Inspection - IOP Office	419.37
72645	09/15/2022	09/20/2022	Imjin Office Park Owners Association	2022 Association Fees - IOP/ BLM Offices	7,500.00
72646	09/14/2022	09/20/2022	Daiohs USA	Coffee Supplies	181.11
72647	08/26/2022	09/20/2022	Conservation Rebate Program	5019 Telegraph Blvd - Landscape Rebate	222.24
72648	08/31/2022	09/20/2022	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
72649	08/29/2022	09/20/2022	Green Rubber-Kennedy AG, LP	(40) ft 1/2" Hydraulic Tubing, General Supplies	772.30
72650	08/29/2022	09/20/2022	Edges Electrical Group, LLC	General Supplies	57.83
72651	08/31/2022	09/20/2022	Access Monterey Peninsula, Inc.	Filming and Production 08/2022	460.00
72652	09/02/2022	09/20/2022	Aleshire & Wynder, LLP	Legal Services 07/2022	21,430.46
72653	08/31/2022	09/20/2022	Peninsula Messenger LLC	Courier Service 09/2022	255.00
72654	09/06/2022	09/20/2022	TIAA, FSB	Ord Office Copier, eCopy ScanStation Leases 09/2022	422.04
72655	08/31/2022	09/20/2022	Iron Mountain, Inc.	(80) File Boxes/ On Site Shredding Service - Beach Office Cleanup, Shredding Service 08/2022	1,634.71
72656	09/01/2022	09/20/2022	Simpler Systems, Inc.	UB Datapp Maintenance 09/2022	500.00
72657	08/31/2022	09/20/2022	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 08/2022	391.26
72658	08/12/2022	09/20/2022	Verizon Connect NWF, Inc.	(2) GPS Installation Services - Fleet	130.00
72659	08/31/2022	09/20/2022	AutoZone Parts, Inc.	Fleet Supplies	89.37
72660	07/15/2022	09/20/2022	Norfield Development Partners, LLC	Locator LOGiX Subscription 07/15/22 - 07/14/23	900.00
72661	09/01/2022	09/20/2022	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 09/2022, Yard Waste Disposal - O&M Yard	2,121.02
72662	09/12/2022	09/26/2022	Salinas Valley Ford	Speed Sensor Replacement - Vehicle #1238	661.10
72663	09/09/2022	09/26/2022	PG&E	Gas and Electric Service 08/2022	106,584.09
72664	08/28/2022	09/26/2022	Home Depot Credit Services	General Supplies	481.24
72665	08/02/2022	09/26/2022	Monterey Peninsula Engineering	RUWAP Distribution System - Construction Pmt #22A	41,849.90
72666	09/16/2022	09/26/2022	MBS Business Systems	eCopy Software License 09/2022 - 08/2023	722.90
72667	09/06/2022	09/26/2022	Harris & Associates	Inspection Services - RUWAP Distribution System; Project Management, Develop Permit Application Process - Recycled Water; Developers (Abdy Way Subdivision, CHISPA East Garrison Apartments, Dunes 2 East, East Garrison, Home2 Suites, Lower Stilwell)	26,452.00
72668	09/16/2022	09/26/2022	Federal Express	Shipping Charges	64.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72669	08/09/2022	09/26/2022	Commercial Truck Co.	Vehicle Service - Vehicle #2001	967.48
72670	08/29/2022	09/26/2022	Fastenal Industrial & Construction Supplies	General Supplies	236.36
72671	09/02/2022	09/26/2022	Wallace Group	Inspection Services - Wathen-Castanos Homes	5,862.03
72672	09/08/2022	09/26/2022	Univar Solutions USA, Inc.	(1,697) gals Chlorine - Intermediate Reservoir, Wells 10 and 11	5,531.36
72673	08/31/2022	09/26/2022	Pacific Ag Rentals LLC	Mobile Restroom Rental - Beach/ Ord Offices	2,027.81
72674	09/06/2022	09/26/2022	U.S. Bank Corporate Payment Systems	Employment Advertisement (Engineering Technician); (7) Pressure Transducers/ (500) ft Electrical Wire; Sample Collection Training - (4) O&M; TV Monitor and Installation, Wall Mount - IOP Conference Room; Cloud Hosted Server - CityWorks/ ESRI; SCADA Internet Service; SCADA Mobile/ Laptop Hotspot; General Supplies	6,152.24
72675	09/12/2022	09/26/2022	Marina Tire & Auto Repair	New Tires - Vehicles 0505, 1802	1,251.59
72676	09/14/2022	09/26/2022	U.S. Bank National Association	Beach Office Copier Lease 09/10 - 10/09	275.32
72677	09/19/2022	09/26/2022	Monterey Bay Technologies, Inc.	StorageCraft Cloud Backup for Disaster Recovery - Finance/ Laserfiche; (2) Type C Wall Chargers/ Cables, Wireless HDMI Transmitter/ Receiver - IOP Conference Room; (6) DisplayPort to HDMI Adapters; (3) Wireless Keyboards/ Mice; (2) USB DVD Drives; Wireless Headset	1,820.88
72678	09/13/2022	09/26/2022	ICONIX Waterworks (US), Inc.	Pipe Saddle, (2) Ball Valves - B Reservoir PSI Transmitter; (4) Couplings, Fittings - Abrams Dr; General Supplies	1,910.85
72679	09/07/2022	09/26/2022	Tesco Controls, Inc.	General Supplies	196.65
72680	09/08/2022	09/26/2022	Conservation Rebate Program	4875 Peninsula Point Dr - Toilet Rebate	50.00
72681	08/30/2022	09/26/2022	EKI Environment & Water, Inc.	CalAm Water Supply Project	111.50
72682	09/15/2022	09/26/2022	M3 Environmental Consulting, LLC	Hazardous Materials Survey - (5) Ord Buildings	3,460.00
72683	06/17/2022	09/26/2022	Salinas Valley Basin Groundwater Sustainability Agency	Corral de Tierra GSP Retention	19,927.84
72684	10/01/2022	09/26/2022	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 10/2022	1,700.00
72685	09/15/2022	09/26/2022	HPS West, Inc.	(4) 3" SS Octave Flow Meters - 294 Hillcrest Ave, 400 Gigling Rd, 5060 General Jim Moore Blvd, Schoonover Rd/ Henson Ct; (3) 4" SS Octave Flow Meters - 225 Normandy Rd, 3320 Del Monte Blvd, 390 Carmel Ave; (5) 2" MS Multi-Jet Meters with Allegro Register; Reading Case	28,895.48
72686	09/06/2022	09/26/2022	Conservation Rebate Program	3006 Shorebird Pl - Washer Rebate	100.00
72687	09/14/2022	09/26/2022	Conservation Rebate Program	347 Carmel Ave #16 - Toilet Rebate	50.00
72688	09/14/2022	09/26/2022	Conservation Rebate Program	328 Reservation Rd - Landscape Rebate	4,881.50
72689	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - Hydrant Meter	2,036.94
72690	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - Hydrant Meter	1,311.50
72691	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - 123 Saipan Rd	27.48
72692	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - 479 Palisade Dr	21.68

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72693	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - 14930 Breckinridge Ave	124.64
72694	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - 3139 Crestview Ct	35.00
72695	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - 2787 Telegraph Blvd	40.00
72696	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - 2755 Tidepool Ln	145.12
72697	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - 205 - Sicily Rd	35.00
72698	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - 148 Sweet Pea Cir	48.37
72699	09/21/2022	09/26/2022	Customer Service Refund	Refund Check - 3267 Begonia Cir	55.62
72700	09/18/2022	09/29/2022	Verizon Wireless	Cell Phone, Accessories - Engineering; (3) LTE Network Extenders - IOP/ Ord Offices; Cell Phone Service 09/2022	2,868.79
72701	09/12/2022	09/29/2022	Core & Main LP	D-5 Drilling Machine	2,357.70
72702	07/05/2022	09/29/2022	American Public Works Association	Membership Dues - (4) Engineers	740.00
72703	08/31/2022	09/29/2022	The Paul Davis Partnership, LLP	Conceptual Design Phase - IOP	343.20
72704	09/20/2022	09/29/2022	Green Rubber-Kennedy AG, LP	General Supplies	245.98
72705	09/28/2022	09/29/2022	ICONIX Waterworks (US), Inc.	Pump Control Valve - Well 11; Air/ Vacuum Valve, (3) Galvanized Bushings, Supplies - Well Field Line; DI Spool, (2) Bolt Up Sets, (2) Gaskets - Schoonover Irrigation Meter Replacement; 3/4" Backflow Prevention Device - San Pablo LS; (2) Couplings - CSUMB Valve Replacement Project; General Supplies	20,749.45
72706	09/28/2022	09/29/2022	Department of Motor Vehicles	Replacement License Plate Fee - Vehicle #1002	22.00
72707	09/01/2022	09/29/2022	Verizon Connect NWF, Inc.	GPS Service - (28) Fleet Vehicles 08/2022	443.26
72708	09/06/2022	09/29/2022	Zanjero, Inc.	Seaside Development Analysis - On Call Services	5,450.00
72709	08/23/2022	09/29/2022	Dell Marketing LP	(2) Dell Latitude 5520 Laptops, (2) Dell Optiplex 7090 Computers, (9) Monitors, (3) Docking Stations	9,515.48
ACH	09/02/2022	09/02/2022	CalPERS	Payroll Ending 08/26/2022	27,513.99
ACH	09/02/2022	09/02/2022	Empower Retirement	Payroll Ending 08/26/2022	14,120.22
ACH	09/02/2022	09/02/2022	Internal Revenue Service	Payroll Ending 08/26/2022	48,254.82
ACH	09/02/2022	09/02/2022	State of California - EDD	Payroll Ending 08/26/2022	11,279.99
ACH	09/02/2022	09/02/2022	WageWorks, Inc.	Payroll Ending 08/26/2022	842.95
ACH	09/02/2022	09/02/2022	Payroll Direct Deposit	Payroll Ending 08/26/2022	116,555.18
501408	09/02/2022	09/02/2022	General Teamsters Union	Payroll Ending 08/26/2022	863.00
501409	09/01/2022	09/12/2022	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 10/2022	78,647.00
501410	09/05/2022	09/12/2022	Pre-Paid Legal Services, Inc.	Employee Paid Benefits 09/2022	25.90
501411	08/18/2022	09/12/2022	Principal Life	Employee Paid Benefits 09/2022	406.47
501412	08/31/2022	09/12/2022	Justifacts Credential Verification, Inc.	Background Check - New Hire	181.63
501413	08/10/2022	09/12/2022	Lincoln National Life Insurance Company	Life, Short/ Long Term Disability, AD&D Insurance 09/2022	2,849.99
501414	08/16/2022	09/12/2022	Transamerica Life Insurance Company	Employee Paid Benefits 08/2022	673.40

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
501415	09/09/2022	09/13/2022	MBWWA	Water Wells/ Meters, Well Pumps/ Motors Training - Conservation/ (2) Engineers/ (6) O&M; Water/ Wastewater Applications Training - (2) O&M	440.00
ACH	09/16/2022	09/16/2022	CalPERS	Payroll Ending 09/09/2022	28,193.96
ACH	09/16/2022	09/16/2022	Empower Retirement	Payroll Ending 09/09/2022	14,120.22
ACH	09/16/2022	09/16/2022	Internal Revenue Service	Payroll Ending 09/09/2022	57,586.67
ACH	09/16/2022	09/16/2022	State of California - EDD	Payroll Ending 09/09/2022	13,369.90
ACH	09/16/2022	09/16/2022	WageWorks, Inc.	Payroll Ending 09/09/2022	842.95
ACH	09/16/2022	09/16/2022	Payroll Direct Deposit	Payroll Ending 09/09/2022	128,300.53
501416	09/16/2022	09/16/2022	MCS	Payroll Ending 09/09/2022	576.80
501417			Void		
ACH	09/22/2022	09/22/2022	Internal Revenue Service	Board Compensation 08/2022	91.82
501418	09/22/2022	09/22/2022	Board Compensation Checks and Direct Deposit	Board Compensation 08/2022	554.09
ACH	09/30/2022	09/30/2022	CalPERS	Payroll Ending 09/23/2022	27,456.76
ACH	09/30/2022	09/30/2022	Empower Retirement	Payroll Ending 09/23/2022	15,065.54
ACH	09/30/2022	09/30/2022	Internal Revenue Service	Payroll Ending 09/23/2022	48,534.50
ACH	09/30/2022	09/30/2022	State of California - EDD	Payroll Ending 09/23/2022	11,151.88
ACH	09/30/2022	09/30/2022	WageWorks, Inc.	Payroll Ending 09/23/2022	698.35
ACH	09/30/2022	09/30/2022	Payroll Direct Deposit	Payroll Ending 09/23/2022	119,216.04
501419	09/30/2022	09/30/2022	MCS	Payroll Ending 09/23/2022	576.80
Total Disbursements for September 2022					2,789,041.72

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-B

Meeting Date: October 17, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of September 19, 2022

Staff Recommendation: The Board of Directors approve the draft minutes of the September 19, 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 September 19, 2022 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of September 19, 2022.

Action Required: Resolution 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
September 19, 2022

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:31 p.m. on September 19, 2022 via Zoom teleconference in Marina, California. President Shriner then proceeded with a land acknowledgement. “As Marina Coast Water District celebrates its 62nd 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
David Hobbs, Assistant District Counsel
Derek Cray, Operations and Maintenance Manager
Mary Lagasca, Director of Administrative Services
Garret Haertel, District Engineer
Brian True, Senior Civil Engineer
Andrew Racz, Senior Civil Engineer
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Agenda Item 2 (continued):

Audience Members:

Tony Kelsey
Andy Sterbenz, Schaaf & Wheeler
Phil Clark, Seaside Resident
Joe Pineda, MCWD
Dana Gillespie
Steve Lucas
Dan Garson

3. Public Comment on Closed Session Item:

There were no comments made.

The Board entered into closed session at 6:35 p.m. to discuss the following item:

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

Appeal No. A-3-MRA-19-0034 by California-American Water Company to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project

B. Pursuant to Government Code Section 54956.9(d)(2)

Conference with Legal Counsel – Anticipated Litigation

Significant Exposure of Litigation

One Potential Case

C. Pursuant to Government Code Section 54956.9(d)(4)

Conference with Legal Counsel – Initiation of Litigation

One Potential Case

The Board ended closed session at 8:29 p.m. President Shriner reconvened the meeting to open session at 8:30 p.m.

5. Reportable Actions Taken During Closed Session:

Mr. David Hobbs, Assistant District Counsel, stated that 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:

No comments were made.

8. Presentations:

- A. Adopt Resolution No. 2022-46 Congratulating and Recognizing Kelly Cadiente in her Retirement as the Director of Administrative Services with 12 Years of Service to MCWD:

Mr. Remleh Scherzinger, General Manager, introduced this item, thanking Ms. Cadiente for all her achievements during her tenure at the District.

Director Moore made a motion to adopt Resolution No. 2022-46 congratulating and recognizing Kelly Cadiente in her retirement as the Director of Administrative Services with 12 years of service to MCWD. Director Moore seconded the motion. Mr. Derek Cray, Operations and Maintenance Manager, thanked Ms. Cadiente for everything she has done for the District and wished her well in her retirement. The motion was passed by the following vote:

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

Ms. Paula Riso, Executive Assistant/Clerk to the Board, noted that Ms. Cadiente could not be present to the meeting as she had a prior engagement. Ms. Riso read a statement prepared by Ms. Cadiente in which she thanked the Board and staff for the opportunity to serve the District over the last 12 years and stated it was an honor to be part of this organization that values the community it serves and works hard to provide save water and wastewater collection. President Shriner read the narration of the Resolution. Director Morton commented that Ms. Cadiente did a wonderful job when attending the FORA meetings and making presentations on behalf of the District.

- B. Adopt Resolution No. 2022-47 Congratulating and Recognizing Tony Kelsey in his Retirement as a System Operator II for 43 Years of Service to MCWD:

Mr. Cray introduced this item thanking Mr. Kelsey for his many years of dedicated service to the District and wished him well in his future endeavors.

Director Moore made a motion to adopt Resolution No. 2022-47 congratulating and recognizing Tony Kelsey in his retirement as a System Operator II for 43 years of service to MCWD. 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			

President Shriner read the narration of the Resolution. Mr. Kelsey thanked everyone for the well wishes and expressed his gratitude for working for the District all these years.

9. Consent Calendar:

Director Morton pulled item 9-D from the Consent Calendar.

Director Morton made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of August 2022; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 15, 2022; C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of August 25, 2022; and, E) Adopt Resolution No. 2022-48 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. Receive an Update on the Fiscal Impacts to the District due to Covid-19:

Director Morton inquired how the customers would be credited the arrearage funds received by the District and how did they qualify for the credits. Mr. Scherzinger explained that the accounts were identified by meeting certain criteria, and once the funds were received, staff began applying the funds to the identified accounts. He added that customers don't have to ask for the credits and staff was reaching out to customers who still have a remaining balance offering them payment arrangements if they were interested.

Director Morton made a motion to receive an update on the Fiscal Impacts to the District due to Covid-19. 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			

10. Action Items:

- A. Adopt Resolution No. 2022-49 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 3 Development in Seaside, CA:

Mr. True, Senior Civil Engineer, introduced this item. Director Morton asked for clarification regarding recycled water usage and how the District keeps track of how much recycled water and potable water is used for each development. Mr. True answered that the District is keeping track of all water allocated to developments.

Agenda Item 10-A (continued):

Director Moore made a motion to adopt Resolution No. 2022-49 to approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 3 Development in Seaside, CA. 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. 2022-50 to Accept the Infrastructure Improvements Installed Under a Water, Sewer, and Recycled Water Infrastructure Agreement Between Marina Coast Water District and Marina Developers, Inc. for the Sea Haven Phases 3A and 3B Development Projects:

Mr. Andrew Racz, Senior Civil Engineer, introduced this item.

Director Morton made a motion to adopt Resolution No. 2022-50 to accept the infrastructure improvements installed under a Water, Sewer, and Recycled Water Infrastructure Agreement Between Marina Coast Water District and Marina Developers, Inc. for the Sea Haven Phases 3A and 3B Development Projects. 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			

- C. Appoint the General Manager as a Real Property Negotiator for District and City of Marina Owned Properties:

Mr. Scherzinger introduced this item stating that the Budget and Personnel Committee recently discussed the District owned Veterinary historical building and this will allow the opportunity for discussions to begin with interested parties.

Director Moore made a motion to appoint the General Manager as a real property negotiator for District and City of Marina owned properties. Director Zefferman 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			

11. Informational Items:

A. General Manager's Report:

Mr. Scherzinger gave the following updates:

- 1) Mr. Scherzinger and Mr. Brent Ives are working on the Strategic Plan and plan to bring it to the October meeting.
- 2) It was great meeting with Senator Laird and his staff for their tour of the District.
- 3) The 2nd Water Forum is scheduled for September 20th at 2 p.m.
- 4) Mr. Scherzinger introduced Mr. Garrett Haertel as the new District Engineer.

B. Committee and Board Liaison Reports:

1. Budget and Personnel Committee:

Director Morton gave a brief update.

2. Executive Committee:

Vice President Cortez and President Shriner gave a brief update.

3. Community Outreach Committee:

Director Zefferman gave a brief update.

4. Joint City District Committee:

Director Morton gave a brief update.

5. M1W Board Member Liaison:

Director Moore gave a brief update and noted the next meeting is September 26th.

12. Board Member Requests for Future Agenda Items:

Vice President Cortez requested an item to amend the CIP to include a Castroville Inter-Tie Project. Director Zefferman asked to only receive the Covid Updates as needed and not a monthly report. Mr. Scherzinger suggested adding it to the quarterly budget to actuals report.

13. Director's Comments:

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

Joint Board/GSA Meeting
September 19, 2022
Page 7 of 7

14. Adjournment:

The meeting was adjourned at 9:42 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-C

Meeting Date: October 17, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-51 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. 2022-51 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 September 19, 2022, the Board adopted Resolution No. 2022-48 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.

Legal Counsel Review: Legal Counsel reviewed the original staff report in September 2021 and there have been no significant changes to the report since that time.

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. 2022-51.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

October 17, 2022

Resolution No. 2022 - 51
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 October 17, 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 October 17, 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. 2022-51 adopted October 17, 2022.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-D

Meeting Date: October 17, 2022

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger

Agenda Title: 3rd Quarter 2022 District Water Consumption Report

Staff Recommendation: The Board receive the 3rd Quarter 2022 District Water Consumption Report.

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 Board of Directors is requested to receive the 3rd Quarter 2022 District Water Consumption Report. The report is a ten-year comparative report that is provided to the Board on a quarterly basis. Quarterly water consumption reports of the Ord Community have been submitted to the Board since 2006 and are organized by land-use jurisdiction. Reports submitted since 2016 include the consumption information for Central Marina as well as an analysis of variances between current-year projected consumption and prior-year consumption. In addition, two graphs of the data in the consumption report are included; 1) 10-Year Comparison of Annual Usage of Central Marina and the Ord Community, and 2) 10-Year Comparison of Annual Usage of the Ord Community by Jurisdiction.

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

- The only measurable rainfall for the third quarter of 2022 was due to an early seasonal storm that delivered 0.70” inches of rain on August 13th. The historic average for the third quarter is 0.38” inches of rain. The rainfall received is 207% of the historical average for the quarter.
- The third quarter measured evapotranspiration (ET) rate in South Salinas was 18.03” inches. Lots of clear, sunny weather carried the quarterly ET measurement 1.39” inches above the historic average reading of 16.64” inches. This is 108% higher than the historical average.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

Other Considerations: None.

Material Included for Information/Consideration: 10-Year comparison of annual usage of Central Marina and the Ord Community; and, 10-Year comparison of annual usage of the Ord Community by jurisdiction.

Action Required: _____Resolution _____Motion X Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____



Marina Coast Water District

10 Year Annual Consumption as of September 30, 2022

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2013..2022; Subdivision = *

Subdivision	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	As of 09/30/2022 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
Boundary: Central Marina													
Central Marina	1,696.27	1,599.58	1,388.97	1,327.46	1,349.94	1,400.92	1,315.18	1,402.40	1,343.82	1,004.58			
East Ridge	11.03	10.15	8.16	7.92	8.04	8.18	9.30	8.92	8.14	6.04			
MarinaConstruction	-	-	-	-	-	-	3.33	0.14	0.24	2.47			
MB Estates II	14.48	12.27	9.74	9.40	9.61	10.66	9.10	10.17	9.55	7.20			
MB Estates III	4.47	3.86	3.17	2.73	2.95	3.46	4.00	4.20	3.79	2.89			
Sea Breeze	11.24	10.27	9.02	8.81	8.80	8.91	7.92	8.87	9.83	7.11			
Total Central Marina	1,737.50	1,636.13	1,419.05	1,356.32	1,379.34	1,432.12	1,348.83	1,434.69	1,375.36	1,030.31			
Boundary: Army													
Army (unmetered)	377.00	200.75	205.80	224.64	190.94	52.17	10.52	0.21	-	-			
Army	27.53	22.84	19.39	25.05	24.51	26.59	26.71	22.47	18.75	11.85			
Fitch Park	80.05	66.31	60.20	56.96	97.06	101.43	102.71	105.04	96.03	78.10			
Hayes Park	77.32	71.18	53.40	46.78	53.23	59.12	53.65	51.37	49.65	39.68			
Marshall Park	-	-	-	-	5.66	56.31	59.42	56.48	56.84	43.05			
Ord Kidney	104.17	80.47	71.44	70.02	70.14	83.27	108.33	128.11	116.49	88.80			
Stilwell Park	44.01	28.44	33.74	23.91	21.47	32.05	50.20	45.78	44.89	44.22			
Total Army	710.07	470.00	443.97	447.35	463.01	410.93	411.55	409.47	382.64	305.72	1,577.00	394.25	77.54%
Boundary: County													
County	9.75	3.00	3.17	5.40	8.78	4.91	5.01	1.04	2.10	1.94			
CountyConstruction	0.57	-	-	0.68	-	0.86	-	-	-	-			
EastGarrison	5.56	35.21	71.61	65.92	136.90	175.55	202.19	225.57	219.40	162.30			
Total County	15.89	38.21	74.78	72.00	145.68	181.32	207.20	226.62	221.50	164.24	710.00	177.50	92.53%
Boundary: CSUMB													
CSUMB	176.63	152.68	104.04	97.61	128.61	130.90	113.71	86.87	117.16	130.14			
Frederick Park	93.21	63.02	65.91	67.34	63.52	56.50	42.83	30.22	32.67	27.13			
Schoonover I	123.49	105.32	102.44	97.96	98.39	103.86	99.17	101.81	94.37	59.28			
Schoonover II	32.10	23.92	20.69	20.15	23.84	26.73	21.77	23.47	20.61	14.47			
Total CSUMB	425.43	344.95	293.08	283.06	314.36	317.98	277.48	242.37	264.81	231.03	1,035.00	258.75	89.29%



Marina Coast Water District

10 Year Annual Consumption as of September 30, 2022

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2013..2022; Subdivision = *

Subdivision	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	As of 09/30/2022 2022 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
Boundary: Marina													
Abrams HAuthor	12.14	8.98	8.39	9.43	10.77	12.02	5.90	7.16	5.09	2.24			
Abrams Interim	5.42	4.92	3.89	3.75	4.12	4.56	3.43	5.15	4.74	3.39			
Abrams Park	56.35	56.92	44.20	39.54	50.91	54.50	52.45	47.92	45.30	32.17			
Dunes CHOMP	7.14	9.12	8.58	6.77	5.41	6.88	6.42	3.51	4.28	5.16			
Dunes Comm	16.81	14.28	12.71	14.06	30.12	32.89	30.66	25.43	30.53	26.71			
Dunes on MB Res	-	0.10	4.69	24.69	45.20	64.16	64.39	79.30	83.14	66.43			
Dunes UV Apts	9.13	28.85	33.97	20.23	23.56	23.86	23.85	20.72	23.60	15.43			
Dunes UVSpecPlan	5.06	3.52	1.98	2.45	3.24	2.25	1.34	0.88	0.71	0.57			
Dunes VA DOD	-	-	-	0.09	5.42	2.08	2.61	2.25	1.92	1.44			
Imjin Office Park	1.28	1.60	2.03	4.89	4.61	2.47	7.93	9.09	7.69	6.72			
Marina	17.81	13.80	16.99	31.61	31.54	33.71	33.89	21.60	23.69	26.38			
MarinaAirport	4.08	2.75	2.30	2.03	2.77	7.50	3.45	6.24	4.87	3.35			
MarinaConstruction	16.55	35.13	25.33	39.64	42.83	25.28	35.63	68.54	54.52	45.86			
MarinaRecreation	-	-	-	-	0.05	-	-	-	-	-			
Preston Park	101.17	83.30	51.93	51.63	56.29	61.31	55.97	66.12	63.13	48.31			
Preston Shelter	6.63	5.85	5.43	6.63	5.83	5.92	5.06	4.16	7.25	5.85			
School	4.26	3.34	4.54	1.93	1.95	2.27	2.72	2.64	1.44	1.39			
SeaHaven	13.61	7.49	7.34	10.02	23.37	37.67	61.92	75.21	74.77	78.54			
Total Marina	277.44	279.97	234.28	269.40	348.00	379.34	397.62	445.91	436.66	369.95	1,325.00	331.25	111.68%
Boundary: Seaside													
Bay View	91.10	79.48	44.24	46.43	57.97	51.60	46.94	57.50	56.77	67.35			
GolfCourse	457.47	524.88	139.06	1.18	1.11	1.16	0.19	0.15	51.52	8.03			
Marina Coast Water District	-	-	-	-	-	-	0.04	0.08	0.82	1.20			
School	102.72	39.80	50.02	48.91	30.95	43.57	44.06	58.89	71.24	49.38			
Seaside	5.65	4.17	3.91	7.08	5.97	8.06	2.24	3.21	6.51	5.12			
Seaside Resort	0.45	0.63	0.51	0.89	0.98	1.23	1.21	1.89	1.15	0.92			
Seaside Soper	11.38	12.70	9.58	9.30	8.50	9.12	8.13	11.04	7.94	7.65			
SeasideConstruction	10.00	11.39	18.86	14.39	13.41	13.65	8.64	9.64	35.60	6.67			
SeasideHighland	158.76	134.27	123.69	109.28	114.89	126.20	116.47	134.89	125.56	94.54			
Sun Bay	64.40	44.95	48.70	57.89	58.66	59.44	59.13	61.21	51.80	35.36			
The Enclave at Cypress Grov	-	-	-	-	-	-	-	-	-	1.98			
Total Seaside	901.94	852.27	438.57	295.35	292.44	314.02	287.04	338.50	408.93	278.19	1,012.50	253.13	109.90%



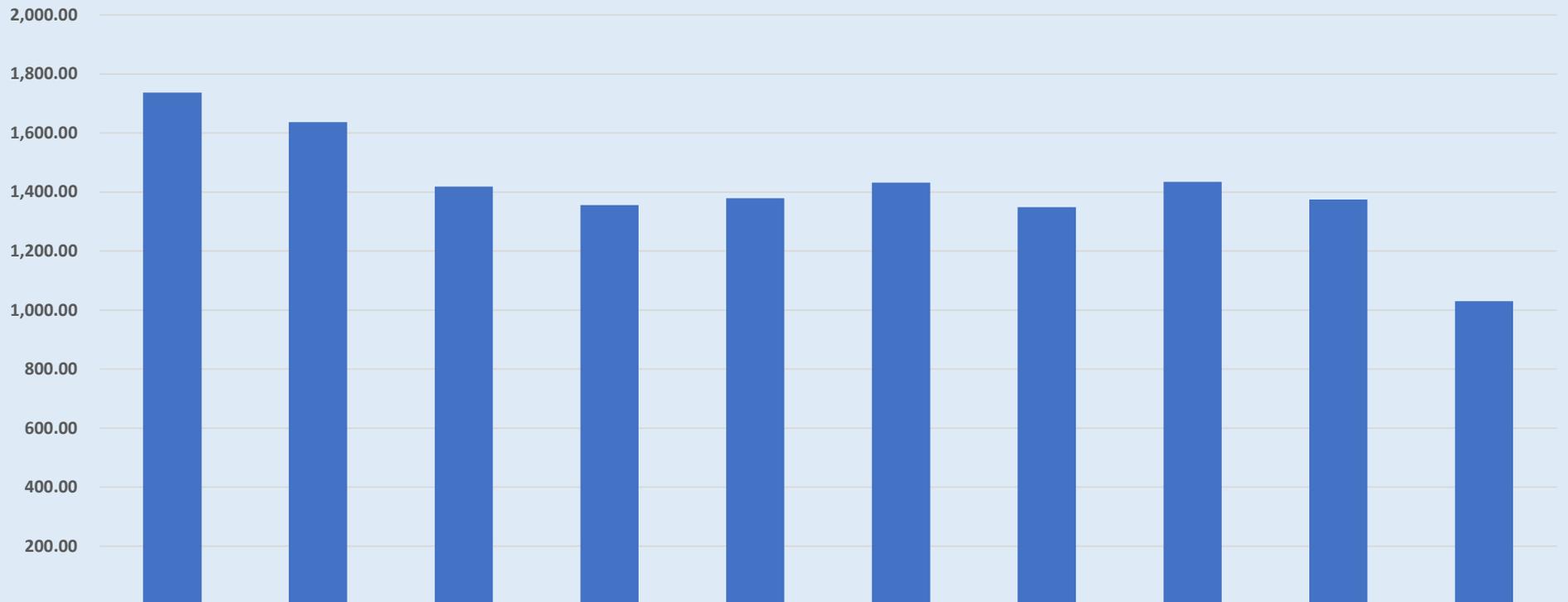
Marina Coast Water District
 10 Year Annual Consumption as of September 30, 2022

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2013..2022; Subdivision = *

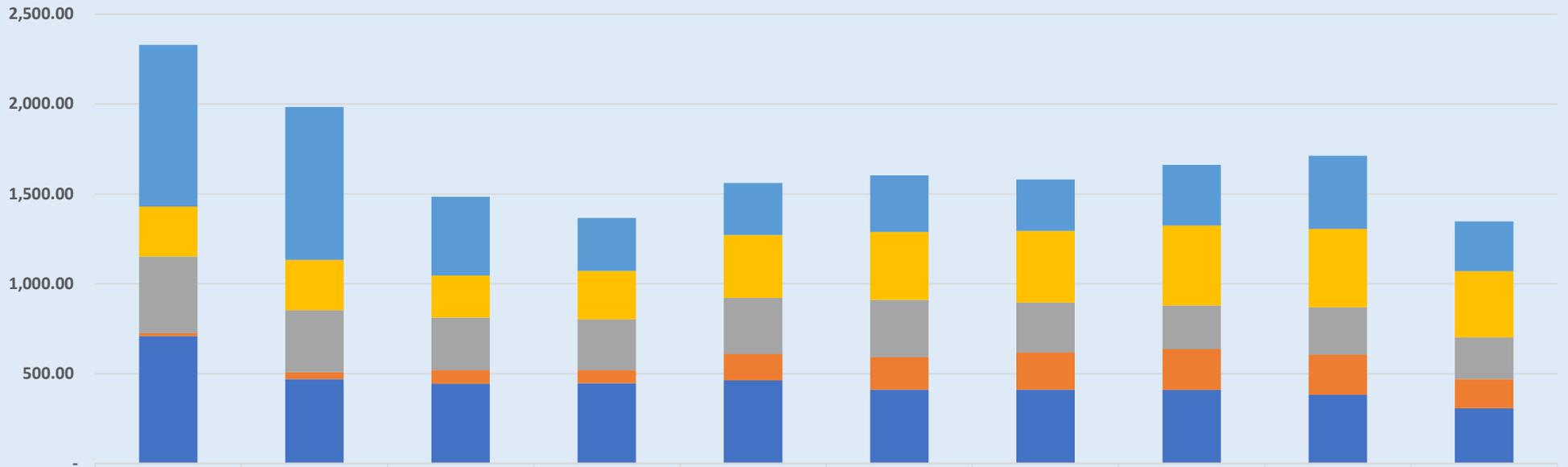
Subdivision	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	As of 09/30/2022 2022 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
Boundary: UCMBES													
UCMBest	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	0.63			
Total UCMBES	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	0.63	230.00	57.50	1.10%
Total Ord Community	2,332.06	1,986.51	1,485.61	1,367.91	1,564.79	1,605.39	1,581.99	1,663.59	1,715.62	1,349.76	5,889.50	1,414.88	95.40%
Grand Total	4,069.56	3,622.64	2,904.66	2,724.23	2,944.13	3,037.52	2,930.82	3,098.29	3,090.98	2,380.07			

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

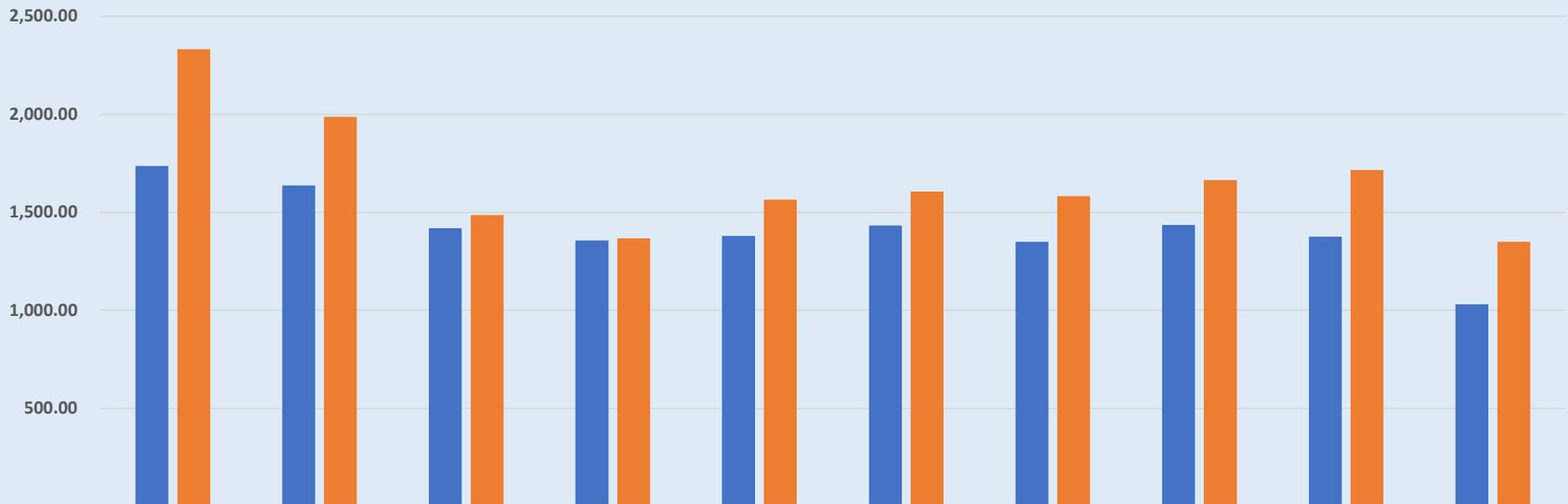


	2013	2014	2015	2016	2017	2018	2019	2020	2021	As of 09/30/2022
■ Central Marina	1,737.50	1,636.13	1,419.05	1,356.32	1,379.34	1,432.12	1,348.83	1,434.69	1,375.36	1,030.31

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



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



	2013	2014	2015	2016	2017	2018	2019	2020	2021	As of 09/30/2022
Central Marina	1,737.50	1,636.13	1,419.05	1,356.32	1,379.34	1,432.12	1,348.83	1,434.69	1,375.36	1,030.31
Ord Community	2,332.06	1,986.51	1,485.61	1,367.91	1,564.79	1,605.39	1,581.99	1,663.59	1,715.62	1,349.76

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-E

Meeting Date: October 17, 2022

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger

Agenda Title: 3rd Quarter 2022 Sewer Flow Report

Staff Recommendation: The Board receive the 3rd Quarter 2022 Sewer Flow Report.

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 Board is requested to receive the 2022 Sewer Flow Report for the 3rd quarter of 2022 ended September 30, 2022. This staff report includes tracking information on sewer flows through the Monterey One Water Agency’s (M1W) Fort Ord and Marina pump stations.

M1W provides flow data for the Marina Pump Station monthly through an automated report. Central Marina sanitary sewer flows for the quarter ended September 30, 2022, were 91.180 million gallons or 336.051 Acre Feet (AF) which yielded an average daily sewer flow of 0.991 million-gallons-per-day (MGD) or 3.652 per day.

The Ord Community’s sanitary sewer flow to the M1W interceptor system is measured by a District flume structure located adjacent to the retired Main Garrison wastewater treatment plant. M1W also provides the flow data for the District flume through an automated report. The Ord Community sanitary sewer flows for the quarter ended September 30, 2022, was 80.390 million gallons or 296.284 AF, which yielded an average daily sewer flow of 0.874 MGD or 3.221 AF per day.

This staff report also includes charts for January – September 2022 average daily flows and total flows in million gallons by month.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

Other Considerations: None.

Material Included for Information/Consideration: Monthly sewer flow report.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

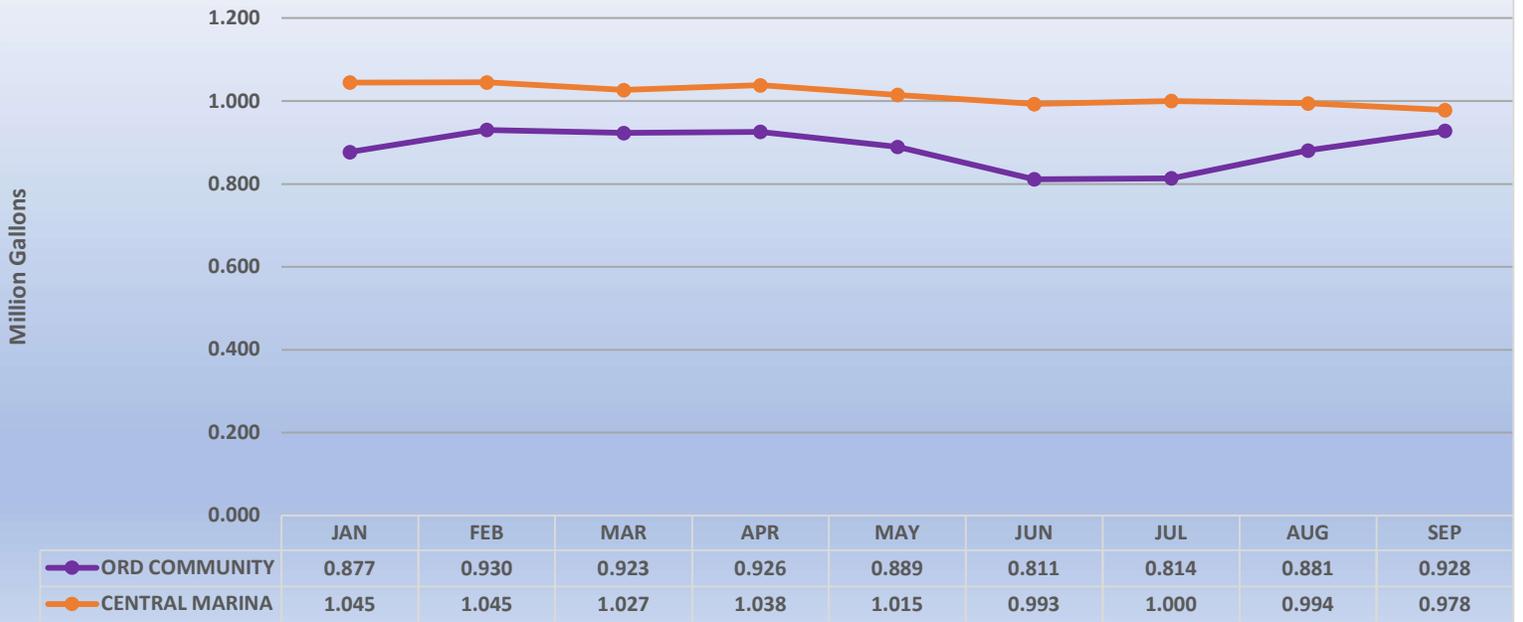
Ayes _____

Abstained _____

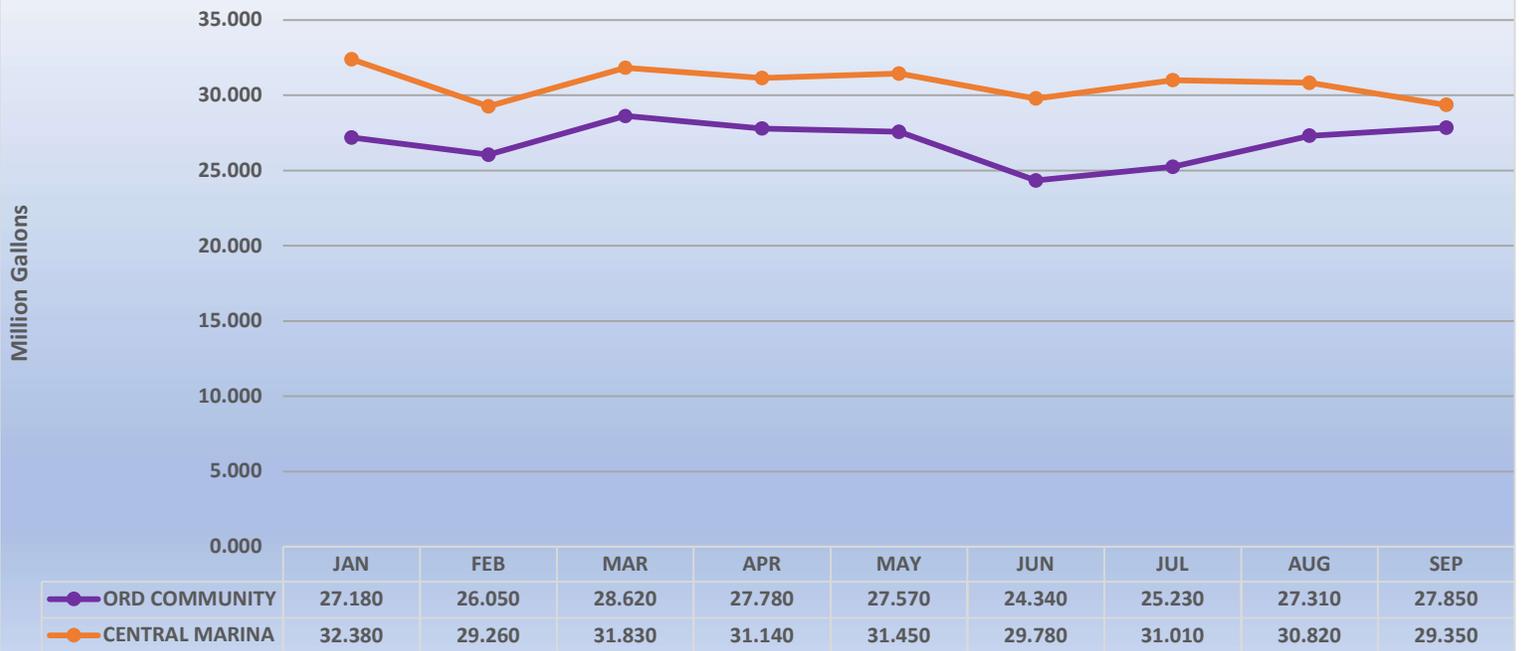
Noes _____

Absent _____

MCWD 2022 Average Daily Sewer Flows by Month



MCWD 2022 Total Sewer Flows by Month



**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-F

Meeting Date: October 17, 2022

Prepared By: Garrett Haertel

Approved By: Remleh Scherzinger

Agenda Title: Capital Improvement Program – Project Update Report

Staff Recommendation: The Board of Directors to receive requested quarterly project update report on the current Capital Improvement Program (CIP).

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

The FY 2022-2023 Budget approved by the Board of Directors included improvements and expansion plans for existing water delivery and wastewater collection systems. The following CIP update report prioritizes and provides project lists currently in design/construction based on the board adopted annual list. This update satisfies the Board requested quarterly project update report on the current CIP.

Projects listed include details on service area and system. For reference, the project number contains an identifier prefix for the appropriate cost center. The prefixes include:

- General Water (GW),
- General Sewer (GS), (General projects affect both service areas)
- Marina Water (MW),
- Marina Sewer (MS),
- Ord Community Water (OW),
- Ord Community Sewer (OS),
- Recycled Water (RW), and
- District-wide projects (WD) (Projects affecting all four cost centers).

Discussion/Analysis: The attached CIP Project Status Report lists active projects with project number, title, description, justification and status of progression through design and construction.

During this quarter the largest project occurring is the A1/A2 Tanks and B/C Booster Station project (GW-0112). The project consists of constructing two 1.6-million-gallon tanks and a booster station. The booster station will pump water into storage tanks and pressure zones in higher elevations. The project is located on the Cal State University Monterey Bay campus. The assembly of both tanks is complete. One tank has been coated and is awaiting the final aesthetic application and the other is being prepared for the interior and exterior tank coating. The booster station walls and foundation are complete, site piping and booster station roof is under construction.

Another significant project that is nearing completion is the Ord Village Lift Station and Force Main Improvements project (OS-0147). One of the final pieces of work to occur is the installation of the permanent backup power generator. This station was located on the western side of Highway 1 within environmentally sensitive land previously controlled by the Army and

transferred to California State Parks. This installation of the new station and improvements to the force main eliminates the sewage lift station within sensitive habitats, improves maintenance access and eliminates two Highway 1 pipeline crossings.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

Material Included for Information/Consideration: CIP Status Report.

Action Required: _____Resolution _____Motion X Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
1	GW-0112	A1/A2 BC Booster Improvements	<ul style="list-style-type: none"> • Two 1.6 MG A-Zone storage tanks • B/C-Zone BPS upgrade • Associated piping and facilities 	This project will provide water storage for Zone A in the Ord Community and Central Marina. The B and C booster pumps will pump water from Zone A tanks to Zones B and C tanks. It will provide needed storage and fire flows for the community.	Construction	Patrick Breen	<ul style="list-style-type: none"> • A1 Tank steel complete. Coating underway. • A2 Tank steel complete. Coating underway. • B/C Pumphouse construction continues; masonry complete, roof joists installed, roof deck underway.
2	GW-0378	Well 12 Rehab	<ul style="list-style-type: none"> • Initial Investigations to Identify and Develop Rehabilitation Requirements 	Well 12 needs Rehabilitation and Treatment for high temperature and hydrogen sulfides in order to work as regular supply source.	Preliminary	Garrett Haertel	<ul style="list-style-type: none"> • Preliminary Design to be initiated early 2023
3	OS-0147	Ord Village LS & FM	<ul style="list-style-type: none"> • Relocate Ord LS east of Hwy 1 • Install 10" SSFM in new alignment. 	This project replaces a 50+ old SSFM for Ord and Giggling LS that has leaked and is not accessible by O&M. Several SSOs has occurred from these SSFM in past. Relocating the Ord LS will eliminate two highway crossings and restores environmentally sensitive CA State Parks land.	Startup	Andrew Racz	<ul style="list-style-type: none"> • Demolition of existing lift station to begin by end of October into November of 2022 • Startup and testing to be completed October 2022



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
4	OS-0152	Hatten & Booker LS Improvements	<ul style="list-style-type: none"> Rehabilitate existing LS using submersible pumps and new wet well. 	This project will replace the smaller lift stations that are beyond their useful life as a submersible wet well configuration LS.	Complete	Andrew Racz	<ul style="list-style-type: none"> Project Complete
5	OS-0153	Misc. Lift Station Improvements	<ul style="list-style-type: none"> Conduct Programmatic Improvements as issues at Lift Stations are identified. 	Ongoing programmatic Lift Station Improvements address asset failures of District's aging Lift Stations and extend asset life.	Preliminary	Garrett Haertel	<ul style="list-style-type: none"> Project scope to be finalized 2Q FY23
6	OS-0218	Gigling Lift Station Renovation	<ul style="list-style-type: none"> Replace existing wet pit/dry pit pump station with wet pit submersible pumping station 	The Pumping Station has reached the end of asset life.	Preliminary	Andrew Racz	<ul style="list-style-type: none"> Preliminary Project design to be initiated 2Q FY23
7	OS-0348	Odor Control for Imjin parkway LS	<ul style="list-style-type: none"> Conduct programmatic odor control activities as sites are identified. 	Ongoing programmatic odor control efforts reduce corrosive environments that deteriorate sewer infrastructure and efforts also address public concerns at identified location.	Design	Andrew Racz	<ul style="list-style-type: none"> Project design to be completed 2Q FY23
8	OS-2301	CIPP Lining of 1 st . St. Sewer Lines (550')	<ul style="list-style-type: none"> Rehabilitate 550 LF of clay pipe through cured in place pipe (CIPP) methods. 	TV inspection indicates clay pipe is in poor condition.	Design	Derek Cray	<ul style="list-style-type: none"> O & M reviewing proposals from contractors. Project award January 2023 Construction complete March 2023



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
9	OS-2303	Hatten Lift Station Improvements	<ul style="list-style-type: none"> Replacement of existing Lift Station and adding SCADA 	Pumping equipment needs replacement to extend asset life.	Design	Derek Cray	<ul style="list-style-type: none"> Replacement Station parts procured. Estimated beginning construction January 2023. O & M in-house install
10	OS-2304	Hodges Lift Station Improvements	<ul style="list-style-type: none"> Replace pumps and associated pipe as necessary. 	Pumps have reached end of asset life and need replacement.	Preliminary	Derek Cray	<ul style="list-style-type: none"> Preliminary project design initiated 2Q FY23 Project completed 3Q FY23
11	OS-2305	Lightfighter Manhole Rehabilitation and Lining	<ul style="list-style-type: none"> Rehabilitate and line 21 sewer manholes along Lightfighter. 	Manholes are deteriorated and need refurbishment to extend asset life.	Design	Derek Cray	<ul style="list-style-type: none"> O & M coordinating bid package Expected completion of project 4Q FY23
12	OW-0193	Imjin Pkwy Water Main Pipeline	<ul style="list-style-type: none"> Install 2,800 LF of 12-inch water main 	This project will improve connectivity within the Zone B between the Airport/UCMBest and Abrams/Preston Park area.	Design	Andrew Racz	<ul style="list-style-type: none"> Part of RW-0174 project
13	OW-0201	Giggling Transmission Main - D Booster to General Jim Moore	<ul style="list-style-type: none"> Install 1,800 LF of 12-inch water main 	This project will replace an existing 12" AC water main that has leaked and repaired several times.	Preliminary	Andrew Racz	<ul style="list-style-type: none"> Preliminary project design to be initiated 2Q FY23
14	OW-2302	East Garrison Second Supply	<ul style="list-style-type: none"> Add a second supply pipeline connection between East Garrison and F Reservoir via Watkins Gate alignment. 	East Garrison system only has one supply source and needs a second source for redundancy and emergencies.	Preliminary	Garrett Haertel	<ul style="list-style-type: none"> Preliminary project design to be initiated 2Q FY23



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
15	OW-2306	Ord Blight Removal and Demolition	<ul style="list-style-type: none"> Demolish of military structures located at the MCWD Corporation Yard and Ord Wasterwater Treatment Facility. 	FORA initiated project to remove aging structure and improve site safety.	Preliminary	Dave Meza	<ul style="list-style-type: none"> Preliminary project design to be initiated 2Q FY23
16	RW-0174	RUWAP - Distribution Mains	<ul style="list-style-type: none"> Install 5-mile of RW pipe 12 PRV stations B&J @ Intx crossing 	This project will Implement Recycled Water as a water source to meet the needs of MCWD's customers & to augment the current groundwater supply for the former Fort Ord.	Startup	Andrew Racz	<ul style="list-style-type: none"> Substantial construction complete Change Order work continues Blackhorse/Bayonet Golf Course pressure reducing station complete Water deliveries beginning October 2022
17	RW-2307	RUWAP – Onsite Recycled Water Conversions	<ul style="list-style-type: none"> Provide onsite system improvements for Recycled Water as identified. 	Programmatic budgeting to provide onsite Recycled Water System improvements as sites are constructed and request assistance.	Preliminary	Dominique Bertrand	<ul style="list-style-type: none"> Preliminary project design to be initiated 2Q FY23
18	WD-0106	Corp Yard Demolition and Rehab	<ul style="list-style-type: none"> Includes supplemental blight removal of rehabilitation of buildings not covered by Project OW-2306. 	Project supplements budget needs to repair/replace existing facilities at Corporation Yard.	Preliminary	Garrett Haertel	<ul style="list-style-type: none"> Preliminary project design to be initiated 2Q FY23
19	WD-0379	Beach Office Corrosion Improvements	<ul style="list-style-type: none"> Replace doors and frames. 	Doors and frames are corroded and failing.	Design	Derek Cray	<ul style="list-style-type: none"> Vendor selected by O & M. Installation to begin December 2022



CIP Status Report

No	Project No.	Title	Description	Justification	Phase	PM	Status
20	WD-2308	SCADA Improvements	<ul style="list-style-type: none"> Project includes a variety of efforts including: upgrade to latest InTouch version, update interface screens, add pressuring, pump efficiency, and power monitoring, new switches and alarms at various sites, chlorine dosing capabilities, cellular backup, and others. 	Remote monitoring and control capabilities need enhancement to increase operational efficiency and risk management.	Design	Derek Cray	<ul style="list-style-type: none"> Begin project activities January 2023.
21	WD-2309	Water/Sewer Pipeline Replacement Program (R/R)	<ul style="list-style-type: none"> Replace failing and/or old pipeline through an annual program. 	Programmatic budgeting to provide Pipeline Replacement needs as identified to prevent systematic pipeline failures over time.	Design	Derek Cray	<ul style="list-style-type: none"> Developing project scoping First task includes valve replacement project

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-A

Meeting Date: October 17, 2022

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-43 to Approve and 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 adopt Resolution No. 2022-43 to approve a 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.

Marina Coast Water District (MCWD) provides water, sewer, and recycle water to Central Marina and the Ord Communities. MCWD is a County Water District, with a five-member elected Board of Directors.

Discussion/Analysis: On August 15, 2022, the Board received for review a copy of the proposed Mutual Assistance Agreement (Agreement) between CCWD and MCWD. During that meeting, direction was given to the staff to fix several areas where there had been typos and to ensure the agreement has all the necessary protections within it to ensure the entities were provided protection from liabilities. Staff has since taken the Board's considerations and worked closely with Legal Counsel, Mr. Masuda, to incorporate those changes. District Counsel has therefore reviewed and provided necessary edits to the proposed agreement.

The following is a summary of the changes from the previous version:

- Typos corrected where the Lender and Borrower were in the wrong order
- The addition that documentation shall follow all verbal approval for assistance
- The addition of a fee schedule must be provided to both entities
- Change in replacement of destroyed equipment to the actual cost
- Additional insurance clause and requirements
- The addition of digital signatures from facsimile only
- County changed to Monterey from Santa Barbara

In addition to General Counsel, staff had the Association of California Water Agencies, Joint Powers Insurance Authority (ACWA JPIA) legal review the agreement and incorporated their suggestions into the document.

As mentioned at the prior meeting, having a mutual assistance 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 costs, should the neighboring agency call upon the use of any of those assets. Further, the agreement includes language that addresses cost recovery of damaged or unsalvageable equipment.

Response under the agreement would be strictly voluntary to either agency, and it would be at the sole discretion of the agency providing assistance with what equipment and personnel to accompany it would be provided.

Environmental Review Compliance: None required.

Legal Counsel Review: District Counsel, and the Association of California Water Agencies, Joint Powers Insurance Authority have reviewed and provided necessary edits to the proposed agreement.

Climate Adaptation: Not applicable.

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

Other Considerations: The Board can agree to not approve the agreement.

Material Included for Information/Consideration: Resolution No. 2022-43; and, redlined and clean copy of the Mutual Assistance Agreement.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

October 17, 2022

Resolution No. 2022-43
Resolution of the Board of Directors
Marina Coast Water District
Approving and Executing 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 October 17, 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 October 17, 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 October 17, 2022.

Remleh Scherzinger, Secretary

MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT (this “Agreement”) is made and entered into effective as of _____, 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 verbal request for assistance shall be followed with a documented request and shall become supporting documentation under this Agreement when assistance is granted. Any such request shall be submitted as follows:

If to the MCWD:

Address: 11 Reservation Road, Marina, CA 93933

Phone: (831) 384-6131

Email: rscherzinger@mcwd.org

Email:

Attn: Remleh Scherzinger

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

Phone: (831) 633-2560

Email: Eric@CastrovilleCSD.org

Email:

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, but not limited to construction equipment, vehicles, tools, pumps or generators, such loaned equipment shall be subject to the following conditions:

- (a) If the Lender so determines, the loaned equipment shall be operated by the Lender's personnel, which personnel will then be provided with the equipment.
- (b) Unless subsection 3(c) applies, the loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned.
- (c) In the event the LenderBorrower has an emergency and in its discretion requires use of -the loaned equipment and/or, the associated Lender employees, the Borrower will immediately return the loaned equipment and/or release the recalled employees.
- (d) The Borrower shall, at its own expense, supply all fuel, lubrication and maintenance for the equipment during the assistance period, unless other arrangements are made.
- (e) The Lender will normally~~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. Each party shall provide to the other party the applicable fee schedule in effect when this Agreement is approved and whenever the fee schedule changes.
- (f) In the event that loaned equipment is damaged while in the custody or use of the Borrower, the Borrower shall reimburse the Lender for the reasonable cost of repairing such damage. If the equipment cannot be repaired or has been destroyed, the Borrower shall reimburse the Lender for the full actual replacement cost of the equipment. If the same make and model is not available, the cost of a similar make and model that is agreed upon by the Lender shall be used.~~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. The reimbursement obligations of this section shall be

independent of, and in addition to, either party's insurance requirements as set forth in this Agreement.

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

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

5. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Entire Agreement/Amendments. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party who is the beneficiary of the obligation. No waiver by any party shall, except as may otherwise be stated in such waiver, be applicable to subsequent obligations.~~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 MontereySanta 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. DigitalFaesimile Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile, or email transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile, or email copies and the signatures thereon shall for all purposes be treated as originals.

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

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

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

MARINA COAST WATER DISTRICT

CASTROVILLE COMMUNITY SERVICES DISTRICT

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT (this “Agreement”) is made and entered into effective as of _____, 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 verbal request for assistance shall be followed with a documented request and shall become supporting documentation under this Agreement when assistance is granted. Any such request shall be submitted as follows:

If to the MCWD:

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

If to the 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, but not limited to construction equipment, vehicles, tools, pumps or generators, such loaned equipment shall be subject to the following conditions:

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- (b) Unless subsection 3(c) applies, the loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned.
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(a) Coverage. Coverage shall be at least as broad as the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MARINA COAST WATER DISTRICT

CASTROVILLE COMMUNITY SERVICES DISTRICT

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

DRAFT

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-B

Meeting Date: October 17, 2022

Prepared By: Dominique Bertrand
Reviewed By: Garrett Haertel

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-52 to Amend the FY 2022-2023 Capital Improvement Program to Add Preliminary Conceptual Design for the Castroville Pipeline Alignment

Staff Recommendation: Adopt Resolution No. 2022-52 creating project GW-2310 and authorizing a Budget Amendment to transfer funds from Capital Improvement Program (CIP) project # WD-2309 within the FY 2022-2023 CIP Budget to the newly created Project GW-2310 for FY 2022-2023.

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

This project has the primary goal of producing a preliminary conceptual design for the potential alignment of a potable water pipeline extending the existing Marina Coast Water District (MCWD)'s distribution network to the Castroville Community Service District (CCSD). These pipelines are of paramount importance to increasing the water resiliency for the CCSD and the surrounding community. The reason for the urgency for this project is the increasing vulnerability of the CCSD.

The CCSD is facing a severe threat to their water supply due to diminishing well water quality. The CCSD has four domestic water production wells that are susceptible to saltwater intrusion, three of which are currently impacted. This project would allow CCSD access to their existing Zone 2 water rights through a distribution wheeling agreement with MCWD from a more sustainable source location.

This CIP would directly support MCWD's 5-year strategic plan vision statement of developing projects to secure a long-term sustainable water supply through the protection of the Salinas Valley groundwater basin from seawater intrusion.

Discussion/Analysis: A CIP Project #GW-2310 needs to be created for the preliminary conceptual design for the potential Castroville pipeline alignment. This project will bolster a collaborative partnership to improve water accessibility to regional organizations through the diversification of system capabilities and capacities. MCWD infrastructure would be used to pump CCSD's existing water supply. The new pipeline would be the conduit through which the water supply was delivered to the CCSD community.

The Preliminary Conceptual Design for the potential Castroville Pipeline Alignment (GW-2310) would include potential alignments paths, pipe sizing and a rate study. In addition, this pipeline design will explore concepts of collaboration with Monterey One Water (M1W) and ReGen Monterey (Monterey Regional Waste Management District) to increase their access to existing water rights from sustainable locations. By adding these two entities to the MCWD distribution

network, it will greatly reduce localized pumping from an impacted area of the Salinas Valley basin and improve resiliency of the groundwater resources of the region.

In order to fund minimal consulting services to complete the route selection and conceptual design of the potential pipeline, adjustments will need to be made to the current year CIP and corresponding FY 2022-2023 budget through a budget amendment moving funds from CIP Project #WD-2309 to the newly created project.

Environmental Review Compliance: None required as this is a Preliminary Conceptual Design.

Climate Adaptation: This project addresses Climate Adaptation through exploring the potential need of creating a more flexible regional water delivery system to be more resilient to potential sea level rise and saltwater intrusion. Greater pumping diversification in the regional water delivery network will allow MCWD, and the region, to actively engage in meaningful climate adaptation.

Legal Counsel Review: Legal Counsel reviewed and provided language to this agenda item.

Other considerations: None.

Financial Impact: Yes No **Funding Source/Recap:** Capital Improvement Project GW-2310 will use transferred funds from the current Water and Sewer Pipeline Replacement Program WD-2309. Project WD-2309 balance remaining will be \$229,250 which is sufficient to compete the anticipated 2022/2023 work.

Staff recommends amending the FY 2022-2023 CIP Budget to transfer funds from CIP project # WD-2309 to CIP project # GW-2310 as outlined above.

CIP Budget Amendment	Budget FY 2022/2023	Prior Amendment	Budget As of 10/12/2022	Change	Amended Budget
From: WD-2309 Water/sewer pipeline replacement program R/R Marina Water Fund	\$71,500	\$ -	\$71,500	\$(25,000)	\$46,500
From: WD-2309 Water/sewer pipeline replacement program R/R Ord Water Fund	\$156,750	\$ -	\$156,750	\$(25,000)	\$131,750
To: GW-2310 Preliminary Conceptual Design for the Castroville Pipeline Alignment	\$ -	\$ -	\$ -	\$50,000	\$50,000
Net Change	\$228,250	\$ -	\$228,250	\$0	\$228,250

Material Included for Information/Consideration: Resolution No. 2022-52.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

October 17, 2022

Resolution No. 2022-52
Resolution of the Board of Directors
Marina Coast Water District
Amending the FY 2022-2023 Capital Improvement Budget to Include
a Preliminary Conceptual Design for the Castroville Pipeline Alignment

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on October 17, 2022 via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the District, established in 1958, owns and operates a water system that serves the area of Marina - Ord Community; and,

WHEREAS, the Castroville Community Services District (CCSD), established in 1952 and serving approximately 2000 connections, is facing an imminent threat to their potable water supply due to diminishing well water quality; and,

WHEREAS, this Capital Improvement Project (CIP) would be a collaborative partnership between the District and CCSD with the goal to assess the situation and develop a conceptual design that would meet the need of establishing water security via sustainably sourced water access for the CCSD via the development of a potential potable water pipeline alignment; and,

WHEREAS, this conceptual design CIP would not in any way commute any water rights from either the District or the CCSD as this CIP would be designing a sustainable way for the CCSD to obtain access to the water they have existing rights to; and,

WHEREAS, the project will additionally explore the concept of providing Monterey One Water (MIW) and ReGen Monterey (Monterey Regional Waste Management District) with pipeline access with the intent on eliminating the two mentioned agencies’ dependency on well water from an impacted area of the Salinas Valley groundwater basin will improve the resiliency of the groundwater resources for the region, and,

WHEREAS, budget remains and is not expected to be fully used in the fiscal year for the CIP Project # WD-2309 Water/sewer pipeline replacement program R/R project included in the current year CIP Budget; and,

WHEREAS in approving funding for the Preliminary Conceptual Design for the potential Castroville Pipeline Alignment, MCWD is not approving, or irreversibly committing to the Project. Rather, the preliminary design work is necessary to inform possible future environmental analysis under the California Environmental Quality Act. MCWD maintains complete lawful discretion to consider, approve, deny, or modify the proposed Project, including the authority to adopt any mitigation measures or alternatives necessary to avoid or substantially lessen any environmental impacts of the proposed Project; and,

WHEREAS, staff recommends amending the FY 2022-23 CIP Budget to transfer funds from WD-2309 to GW-2310.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby create CIP Project # GW-2310 and amend the FY 2022-2023 Capital Improvement Budget to transfer funds from CIP project # WD-2309 to the newly created Project # GW-2310 and authorize the General Manager to execute all necessary documents.

PASSED AND ADOPTED on October 17, 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. 2022-52 adopted on October 17, 2022.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-C

Meeting Date: October 17, 2022

Prepared By: Paula Riso/Roger Masuda

Approved By: Remleh Scherzinger

Agenda Title: Receive an Update on the AB 2449 Teleconference Meeting Brown Act Requirements

Staff Recommendation: Receive an update on the AB 2449 Brown Act Teleconference requirements.

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 September 13, 2022, California Governor Gavin Newsom signed into law Assembly Bill 2449 marking the latest development of the Brown Act in a post -pandemic world.

Discussion/Analysis: Mr. Masuda has provided a table with the Traditional Brown Act requirements, the AB 361 Brown Act requirements, and AB 2449 Brown Act requirements. Mr. Masuda will review with the Board the changes that take effect on January 1, 2023.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal counsel prepared the Brown Act Teleconferencing Requirement table.

Climate Adaptation: Not applicable.

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

Other Considerations: None.

Material Included for Information/Consideration: Ralph M. Brown Act Teleconferencing Requirement table.

Action Required: _____Resolution _____Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Ralph M Brown Act Teleconferencing Requirements (Local Agencies)

Traditional Brown Act Gov. Code §54953	AB 361 (Rivas) effective 9/16/2021 Added Gov. Code §54953(e)	AB 2449 (Rubio) effective 1/1/2023 Adds New Gov. Code §54953(f)
In effect until 12/31/2022. For 2023, covered in new Gov. Code §54953(a)-(c) in AB 2449.	In effect until 12/31/2022. For 2023, covered in Gov. Code §54953(e) in AB 2449 and expires on 1/1/2024.	Takes effect 1/1/2023. Expires on 1/1/2024.*
Applies at all times except when AB 361 or AB 2449 applies.	Applies during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing and Board determines by a majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees. Otherwise, Pre-Pandemic Brown Act teleconferencing requirements apply.	The AB 361 requirements are continued in Gov. Code §54953(e) if declared state of emergency. Expires on January 1, 2024. If no state of emergency, then follow new Gov. Code §54953(f) requirements listed below.
Public shall have opportunity to speak on (1) any item within the subject matter jurisdiction of the agency and (2) any agenda item. (Gov. Code §54954.3(a))	Must provide opportunity for the public to address the Board and offer comment in real time. Agenda shall identify a call-in option or internet-based service option. Agency not required to provide physical location from which public may attend or comment.	Agenda shall identify and include an opportunity for all persons to attend and address the Board directly via a call-in option, via an internet-based service option, and at the in-person location of the public meeting.
	Board required to adopt findings specified in Gov. Code §54953(e) every 30 days.	
Board agenda – identify each teleconferencing (TC) location	Not required.	Not required.
Board agenda – post at each TC	Not required.	Not required.
Each TC location shall be accessible to the public	Not required.	Not required.
Quorum must participate from one or more physical locations within agency’s jurisdictional boundaries.	Not required.	Quorum must participate from a <u>single</u> physical location within agency’s jurisdictional boundaries and open to the public.
Public must have opportunity to address Board directly from each TC location	Not required.	Not required.

* AB 2449 also has additional sections, which addresses after 2023 but is not reflected in this table, which focuses on the rest of 2022 and 2023.

Prepared by Griffith, Masuda & Hobbs

10/7/2022

<p align="center">Traditional Brown Act Gov. Code §54953</p>	<p align="center">AB 361 (Rivas) effective 9/16/2021 Added Gov. Code §54953(e)</p>	<p align="center">AB 2449 (Rubio) effective 1/1/2023 Adds New Gov. Code §54953(f)</p>
<p>Limitations on Board member's use of TC</p>		<p>(1) Need to participate remotely for <u>just cause</u>, which means (a) caregiving for specified persons, e.g., child, parent, spouse, etc.; (b) contagious illness; (c) physical or mental disability. Just cause shall not be used by Board member for more than 2 meetings per calendar year (CY).</p> <p>(2) Need to participate remotely due to emergency circumstances (“a physical or family medical emergency that prevents a member from attending in person”) and the Board must take action to approve the request. Board member must provide a general description of member’s need to appear remotely in 20 words or less and member not required to disclose any personal medical information. Request shall be included in Board agenda or added at the meeting by majority vote under new Gov. Code §54954.2(b)(4).</p> <p>(3) Board member shall publicly disclose at the beginning of the Board meeting whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member’s relationship with any such individuals.</p> <p>(4) The Board member shall participate through both audio and visual technology.</p> <p>(5) “Omnibus” use limitation (§54953(f)(3)): TC from remote location shall not exceed more than 3 consecutive months or 20% of the Board regular meetings within a CY, or more than 2 meetings if Board regularly meets fewer than 10 times per CY.</p>