



MARINA COAST WATER DISTRICT

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DIRECTORS

GAIL MORTON

President

JAN SHRINER

Vice President

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THOMAS P. MOORE

STACEY SMITH

Agenda

Special Board Meeting, Board of Directors

Marina Coast Water District

and

Special Board Meeting, Board of Directors

Marina Coast Water District Groundwater Sustainability Agency

920 2nd Avenue, Suite B, Marina, California

Tuesday, October 7, 2025, 4:00 p.m. PST

Members of the public may attend the Board meeting in person or can attend remotely via Zoom conference.

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. Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Public comment on the action item can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Tuesday, October 7, 2025; 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/86535805653?pwd=EYaqQLOWeJaHEC9qf8FdtgeNH8jQZX.1>

Passcode: 651538

To participate via phone, please call: 1-669-900-9128; Meeting ID: 865 3580 5653 Passcode: 651538

Our Mission: Marina Coast Water District delivers safe and environmentally sustainable water, recycled water, and wastewater services that meet community needs.

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**

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 920 2nd Avenue, Suite B, Marina, CA. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Monday, October 6, 2025. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5931.

4. Action Item

- A. Adopt Resolution No. 2025-50 to Approve an Emergency Inter-Connection Agreement with California American Water Company

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

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

Regular Meeting: Monday, October 20, 2025, 6:00 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 4-A

Meeting Date: October 7, 2025

Prepared By: Remleh Scherzinger, PE

Approved By: N/A

Agenda Title: Adopt Resolution No. 2025-50 to Approve an Emergency Inter-Connection Agreement with California-American Water Company

Staff Recommendation: Adopt Resolution No. 2025-50 Approving an Emergency Inter-Connection Agreement with California-American Water Company (CalAM); and authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

Background: *Strategic Plan, Goal No. 4 – INFRASTRUCTURE: Reliable, Cost-Effective, and Sustainable Facilities and Properties. The District will develop a comprehensive plan to guide the use of its properties and the renewal and replacement of facilities for timeliness, cost-effectiveness, and maximum long-term benefit.*

The District and CalAm operate in close proximity to one another and are currently sharing the use of the District's General Jim Moore (GJM) pipeline. The parties cohabit the Coe Avenue / GJM Boulevard inter-section in the City of Seaside and previous projects have contemplated inter-connection. It is a common industry practice for adjacent water purveyors to have inter-ties to support each other in times of crisis or operational difficulty.

Pure Water Monterey expansion is in the final phase of the start-up and is in need of some permitting and contract support from MCWD. Outstanding issues are currently the Notice and Response plan (NRP), the PWM pipeline annual flow allocation of 3700 AFY, and the flow velocity exceedance through the 16" CSUMB section of the RUWAP transmission main. This Inter-Connection Agreement and subsequently the NRP will address the first of these issues. The other issues remain outstanding and will need to be addressed in the coming months.

The Division of Drinking Water Permit to operate the Pure Water Monterey (PWM) requires a Notice and Response Plan (NRP). That plan requires that in the unlikely event that the PWM project cannot deliver water per its agreements that MCWD be asked to provide water to CalAm at the GJM inter-tie. The District currently has the operational capacity to deliver up to 800 gpm or 1.15 MGD. Total Capacity of the District's systems is roughly 20 MGD.

GJM Blvd. Pipeline intertie is currently in place and was constructed for just this occasion. The facility needs a meter to be set, and valves tested. The intertie is currently closed.

Discussion/Analysis: M1W has requested that MCWD engage and agree to terms of inter-connection with CalAm. The attached Agreement allows for the District to inter-tie with the CalAm system and thus allows both parties to share water in the event of an Emergency. The Agreement specifically vests the Board with authorization of any connection.

With regard to the Agency Act and its covenants, the District has communicated with Monterey County Water Resource Agency (WRA) staff and outlined how water provided under this

Agreement will not violate Agency Act which controls which are embedded in the 1996 Annexation Agreement and Groundwater Mitigation Framework for Marina Lands, Section 5.2 “All groundwater withdrawn from the Basin by MCWD maybe used only within the Basin.” The Seaside Sub-basin is within the Salinas Valley Groundwater Basin. Water delivered to CalAm will be balanced with water they deliver to the City of Seaside and Sand City and as long as those meters total more than the MCWD inter-tie meter then we can affirm to WRA that the restriction for use has been met. CalAm has agreed to provide the necessary meter data and certify that data on a 30-day period in keeping with industry practice.

Currently, the District has 1377 AF of unutilized Agreement rights, and the Inter-Connection Agreement calls for 800 gpm, this would mean that MCWD could provide up to a year of water without exceeding its contractual limitations.

The Agreement also provides the opportunity for MCWD to take water from CalAm should it need to in the event of an emergency.

Both parties have agreed to cover the costs for the water taken in the event of inter-tie. There is a 25% surcharge also in the Agreement to cover the capacity costs to the District and the Shareholder costs to CalAm.

Lastly, the Agreement can be terminated by either party with 30-day notification.

This is a standard Inter-Connection Agreement; it is singular in nature so very simple. It is staff’s recommendation to execute the agreement.

Environmental Review Compliance: None required.

Legal Review: Legal has reviewed to Agreement.

Climate Adaptation: The Agreement protects the environment and by extension the Seaside Sub-basin be providing water to CalAm customers in the event the off-specification water is delivered to the Pure Water Monterey system, or the Advanced Water Treatment Plant is shut down. Thus, protecting the current storage reserves.

Financial Impact: X Yes No **Funding Source/Recap:** Should the inter-tie be needed the revenue or expense would come from or flow to operating funds.

Material Included for Information/Consideration: Resolution No. 2025-50; and, Draft Emergency Inter-Connection Agreement.

Action Required: X Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

October 7, 2025

Resolution No. 2025-50
Resolution of the Board of Directors
Marina Coast Water District
Approving an Emergency Inter-Connection Agreement with
California-American Water Company

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“MCWD” or “District”) at a special meeting duly called and held on October 7, 2025 at 920 Second Avenue, Marina, California as follows:

WHEREAS, MCWD is a County Water District and political subdivision of the State of California, organized under Division 12, Sections 3000 and following for the California Water Codes, established in 1960; and,

WHEREAS, the MCWDGSA is a Sustainable Groundwater Agency (GSA) and a Political subdivision of the State of California, organized under Division 6 of the California Water Code; and,

WHEREAS, MCWD entered into a contract with the Federal Government to serve Fort Ord and the communities that followed its reorganization; and,

WHEREAS, the District owns and operates facilities and property for the supply, treatment and distribution of water, including recycled wastewater (the “Water System”), and the collection, treatment and disposal of wastewater (the “Wastewater System”) and the District wishes to allocate funds for the acquisition, construction and installation of improvements to the Water System and the Wastewater System, consisting generally of infrastructure improvements to pipelines, pumping stations, storage, groundwater wells, other water supply sources, facilities, and District operational systems to modernize the District’s water, wastewater and recycled water systems (the “Projects”); and,

WHEREAS, on May 18, 2020, the Directors of the District accepted the Water, Sewer and Recycled Water Master Plans; and,

WHEREAS, the Directors of the District passed and adopted Resolution No. 2025-31 adopting the District Budget for FY 2025-2026; and,

WHEREAS, the District owns and operates the General Jim Moore Pipeline which was installed between 2004 and 2010; and,

WHEREAS, the District and CalAm entered into a Wheeling Agreement in 2009.

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

1. adopt Resolution No. 2025-50 to Approve an Emergency Inter-Connection Agreement with California-American Water Company,

2. authorize the General Manager to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on October 7, 2025, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2025-50 adopted October 7, 2025.

Remleh Scherzinger, Secretary

EMERGENCY INTER-CONNECTION AGREEMENT

New Service

This Emergency Inter-connection Agreement (the "Agreement") is made and entered into on _____, by and between Marina Coast Water District, a public agency formed and operating under County Water District law, Water Code Section 30000 *et seq.*, ("MCWD"), and California-American Water Company, a California corporation, ("Cal-Am").

RECITALS

- A. MCWD is the owner of a public water system including reservoirs and other works for the distribution of water to its customers. MCWD's water system includes water mains and other facilities which presently extend to or are in close proximity to the boundaries of the Cal-Am service area in the vicinity of the intersection of General Jim Moore Avenue and Coe Avenue in the City of Seaside, Monterey County, California.
- B. Cal-Am is a public water utility and operates, through its Central District, a water utility system which includes water mains which intersect or are in close proximity to the aforementioned MCWD distribution system.
- C. The parties desire by this Agreement to provide for a mutual emergency connection between their respective water systems, as more specifically shown on Exhibit A, attached hereto and made a part hereof, whereby either MCWD or Cal-Am, as the circumstances may dictate, may temporarily deliver surplus water to the other party for emergency domestic and fire protection use.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. Definitions
 - a. "Requesting Party" means that party which is requesting Emergency water.
 - b. "Emergency" means circumstances involving danger to public health and safety within the Requesting Party's service area.
 - c. "Inter-connection Infrastructure" shall be owned by MCWD and consists of an 8" water meter, flow control valve, an existing MCWD vault, and any other appurtenances as determined by MCWD.

- d. "Point of Inter-connection" means the connection between the Cal-Am and MCWD water systems at the location shown on Exhibit A hereto and identified thereon as the "Cal-Am/MCWD Inter-connection" and consists of the Interconnection Infrastructure owned by MCWD.
- e. "Supply Party" means that party which may supply Surplus Water (defined below) to the Requesting Party.
- f. "Surplus Water" means that amount of water as determined solely by the Supply Party to be in excess of the amount necessary to meet its then current and reasonably anticipated system demands.

2. Terms

- a. Subject to the terms of this Agreement, the parties agree to supply Surplus Water to each other for Emergency purposes only to meet current customer demand or fire protection needs.
- b. The inter-connection infrastructure shall meet the applicable standards of MCWD and the California Public Utilities Commission.
- c. A bi-directional water meter (the "Meter") will be installed by MCWD at the Point of Inter-connection between the two water systems. MCWD will bear the cost of the Meter and its ongoing maintenance, replacement, and will be responsible for reading the meter. Cal-Am will have access to the meter for the purposes of reading the Meter.
- d. Each party shall be responsible for the total costs of pipe, equipment, parts, materials, and all other infrastructure needed to connect to their respective side of the Point of Interconnection.
- e. If a party requires the Point of Inter-connection to be relocated, then that party shall be responsible for all costs otherwise incurred by both parties to relocate the Meter and the inter-connection infrastructure described in Paragraphs 2(c) and 2(d).
- f. There is no intention by this Agreement to create any partnership or joint venture relationship between the parties, and there is no intention by MCWD to dedicate any of its facilities to public use. There is no intention by this Agreement to create in either party any ownership rights of any kind in any water rights of the other party.
- g. In the event of an Emergency, the Requesting Party shall use its best efforts to provide at least twenty-four (24) hours advance written notice to the Supply Party of the nature of the emergency and the need for water.

h. Upon receipt of the Requesting Party's request to deliver water pursuant to this Agreement, the Supply Party shall determine whether Surplus Water exists within its system. The Supply Party shall, within twenty-four (24) hours, advise the Requesting Party whether or not Surplus Water then exists and whether or not the Supply Party can and will supply water to the Requesting Party under the terms of this Agreement. If the Supply Party supplies water to the Requesting Party, the Supply Party shall be entitled, upon twenty-four (24) hours written notice to the Requesting Party, to terminate such service if the Supply Party, in its sole and absolute discretion, determines that circumstances have changed and that Surplus Water is no longer available. Notwithstanding, in the event a party determines that exigent circumstances requiring immediate termination of delivery of Surplus Water, the parties shall work together to try and reduce or eliminate a hardship between the parties.

i. Neither party, when acting as the Supply Party under this Agreement, makes any representation, warranty or guarantee as to pressure, quantity, the time of service, or the duration of service. Furthermore, the parties acknowledge that their primary obligation is to provide water service to their own water customers and/or residents, as the case may be. Consequently, the parties hereby understand, acknowledge and agree that the Supply Party is under no obligation to supply any water at all to the Requesting Party and that the amount of water supplied, if any, and the duration of such supply are subject to the sole and absolute discretion of the Supply Party.

j. Water provided by either party hereto shall be potable and shall meet all requirements imposed by the Federal Safe Drinking Water Act (and implementing regulations thereto) and all drinking water quality requirements and cross connection control requirements imposed by the State of California and implemented and enforced by the Department of Public Health.

k. Groundwater provided under this Agreement shall comply with the Monterey County Water Resources Agency Act (see Attachment 1). Any water supplied to Cal-Am shall only be used within the Salinas Valley Groundwater Basin as the boundaries of the basin are determined by the California Department of Water Resources pursuant to SGMA Water Code sections 10722 to 10722.4. Meter reads shall be provided monthly to MCWD by Cal-Am beginning with the date of each Emergency water delivery showing the amount of water used within Cal-Am's service area within the Salinas Valley Groundwater Basin. MCWD will compare that data to the delivered amount at the Inter-connection Meter. Cal-Am shall provide a certified report monthly of meter reads and certify compliance with this requirement so long as Emergency water is being supplied.

3. Purpose

This Agreement is for the purpose of supplying Surplus Water for domestic and/or fire flow purposes. Any obligation of the parties to deliver Surplus Water under

the terms of this Agreement shall be conditioned upon the availability of Surplus Water from the system making the delivery. The parties acknowledge and agree that groundwater is very difficult to estimate or control, and is subject to a variety of forces, both natural and man-made, which are not within the power of either party to control or anticipate, and which may materially affect the quantity or quality of the water produced by a given well or wells from time to time. Neither Cal-Am nor MCWD shall be liable to the other, nor to the consumers or members of the other for failure to supply Surplus Water in any specific quantity or quality at any given time.

4. Payment

All water delivered to the Requesting Party through Point of Inter-connection shall be paid at the then published residential rates charged by the Supply Party plus 25% in lieu of a connection fee and in accordance with the terms of this Agreement. No other charges, such as "capacity" or "system" charges, shall be made. All water delivered to the Requesting Party shall be paid for by the Requesting Party within 30 days after receipt of a billing statement from the Supply Party.

5. Compliance with Law

This Agreement is subject to compliance with all requirements of law, and requirements lawfully imposed by any governmental agency having jurisdiction over such water service. This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. This provision is subject to each party's termination rights under Section 11 of this Agreement.

This Agreement shall become effective when it is approved by the California Public Utilities Commission. This Agreement will not become effective unless it is so approved. Promptly upon execution of this Agreement by both parties, Cal-Am shall apply for such approval. By executing this Agreement, MCWD is requesting such approval. By entering into this Agreement, MCWD is not subjecting itself to the jurisdiction of the Public Utilities Commission of the State of California.

6. Indemnification

Each party (the "Indemnifying Party") shall indemnify, defend and hold each other party and the other party's directors, officers, agents, legal representatives, contractors, and employees (the "Indemnified Party") free and harmless from any and all claims, demands, losses, damages (including, but not limited to, consequential damages), expenses or costs (including, without limitation, reasonable attorneys' fees) that the Indemnified Party may incur in any manner in connection with, resulting from or arising from, any and all acts, omissions, or the activities of the Indemnifying Party or the Indemnifying Party's directors, officers, agents, legal representatives, contractors, or employees under this Agreement.

Under no circumstances shall either party hereto be liable to the other party for any refusal or failure to provide any water, or refusal or failure to provide a certain quantity or quality of water or to deliver water at the time or times requested, at any time, without limitation.

7. Insurance

During the term of this Agreement, each of the parties hereby covenant and agree to maintain comprehensive general liability and property damage insurance for their respective water systems with limits of liability in the amount of at least One Million Dollars (\$1,000,000) per occurrence, which insurance may be under an umbrella policy of insurance. MCWD is insured for Liability and Property by the Association of California Water Agencies Joint Powers Insurance Authority (JPIA). MCWD 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.

8. Successors and Assigns

The terms, covenants and conditions contained in this Agreement shall apply to and be binding upon and inure to the benefit of the grantees, successors and assigns of Cal-Am and MCWD.

9. Notices

All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, including but not limited to email, duly addressed to the parties as follows:

If to Cal-Am at:
California American Water
511 Forest Grove Road #100
Pacific Grove, CA 93950
Attention: Director of
Operations

With copy to:
California American Water
511 Forest Grove Road #100
Pacific Grove, CA 93950
Attention: Operations Manager

If to MCWD at:
920 Second Ave.
Marina, CA 93933
Attention: General
Manager

With copy to:
MCWD
2840 4th Ave.
Marina, CA 93933
Attention: Operations Manager

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received at 5:00 p.m. two (2) business days after it is so addressed and mailed with postage prepaid. Any such notice sent by a recognized overnight courier service, shall be deemed to have been duly given and received at 5:00 p.m. one (1) business day after it is so addressed and sent with the cost for such overnight service prepaid. Notice sent by any other manner, including email, shall be effective only upon receipt thereof. Any party may change its address and/or email address for purposes of this Agreement by giving notice to the other party as provided herein.

10. Modification of Agreement

This Agreement contains the entire agreement between the parties. This Agreement shall only supersede a provision in any prior agreement between the parties if a party discloses the specific provision or provisions in any such prior agreement to the other party prior to the other party approving this Agreement. This Agreement may be changed or modified only by an agreement in writing dated and signed by both parties.

11. Termination

This Agreement may be terminated by either party giving written notice delivered to the other party not less than thirty (30) days in advance of the date specified in such notice of termination.

12. Applicable Law

The interpretation of this Agreement shall be governed by California law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MARINA COAST WATER DISTRICT

CALIFORNIA-AMERICAN WATER
COMPANY

By: _____

By: _____

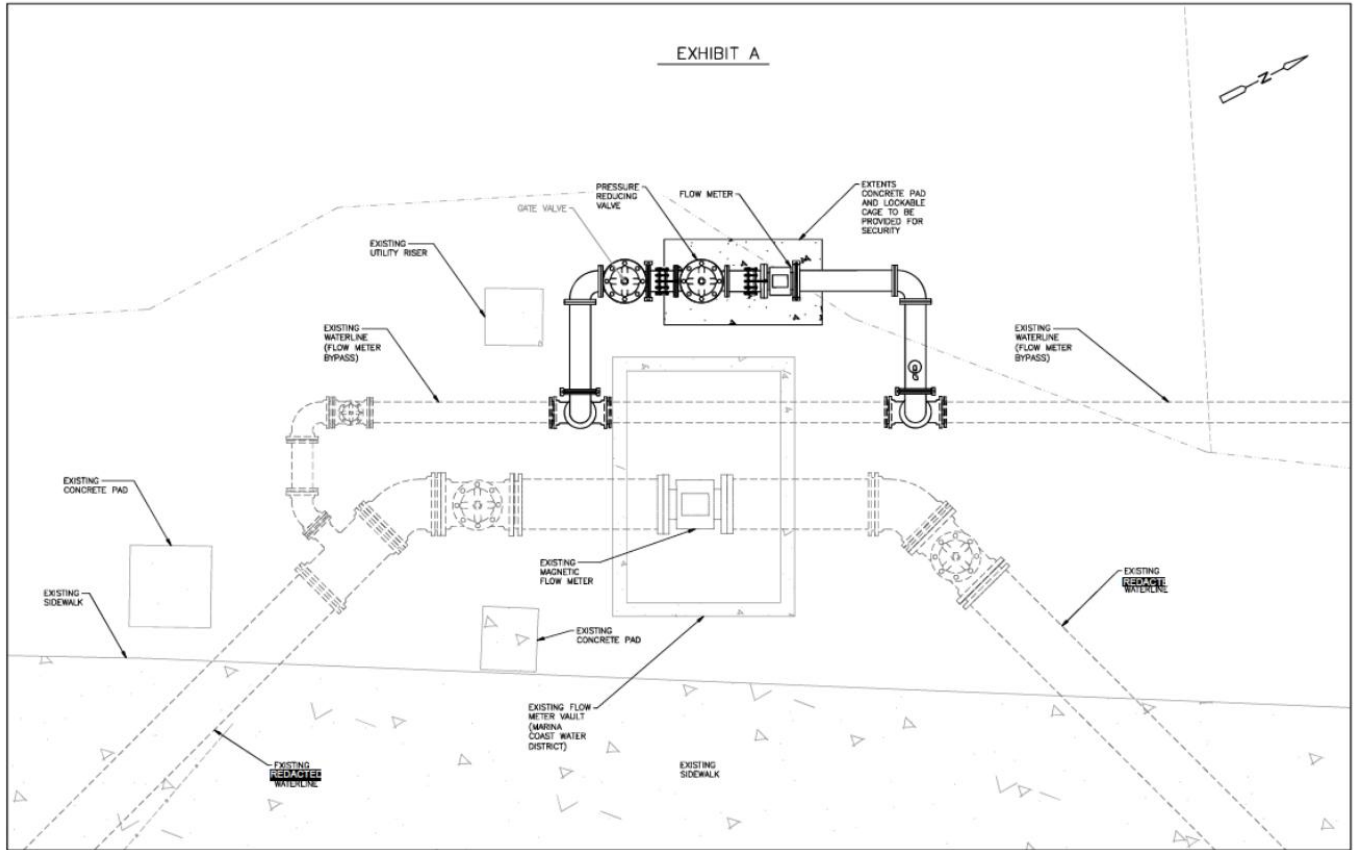
Print Name and Title

Print Name and Title

Date: _____

Date: _____

EXHIBIT A



Cal-AM MCWD Interconnection Enlarged Plan

SCALE: 1/2" = 1'-0"

