



MARINA COAST WATER DISTRICT & GROUNDWATER SUSTAINABILITY AGENCY

920 SECOND AVENUE, MARINA, CA 93933-6009

Home Page: www.mcwd.org

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DIRECTORS

GAIL MORTON
President

JAN SHRINER
Vice President

BRAD IMAMURA
THOMAS P. MOORE
STACEY SMITH

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**

Dual Locations

920 2nd Avenue, Marina, California 93933

and

1265 First Street SE, Washington, District of Columbia 20003

Monday, June 15, 2026, 6:00 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 Katie Lampkin at klampkin@mcwd.org by 9:00 am on Monday, June 15, 2026; 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/82926179415?pwd=GjwWvJxaa60iNkm6cMDGMtbb1ZpaUL.1>

Passcode: 526032

To participate via phone: 1-669-900-9128; Meeting ID: 829 2617 9415 Passcode: 526032

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, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, June 11, 2026. 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. **Public Comment on Closed Session Items** *Anyone wishing to address the Board on matters appearing in Closed Session may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board. Disruptive behavior may result in the removal of the individual responsible.*

5. **Closed Session**

- A. Pursuant to Government Code 54956.8
Agreement for Storage and Recovery
- B. Pursuant to Government Code 54957
Public Employee Performance Evaluation
Title: General Manager

Reconvene to Open Session Estimated to be at 7:00 p.m.

6. **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.*

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

8. **Consent Calendar**

- A. [Receive and File the Check Register for the Month of May 2026](#)
(Page 3)
- B. [Adopt Resolution No. 2026-34 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2026-2027](#)
(Page 11)
- C. [Adopt Resolution No. 2026-35 to Approve a FY 2026-2027 Professional Services Agreement with Rauch Communications](#)
(Page 16)
- D. [Adopt Resolution No. 2026-36 to Approve the FY 2026-2027 Professional Services Agreement with Regional Government Services Authority to Provide Human Resources and Risk Management Services to the District](#)
(Page 37)
- E. [Adopt Resolution No. 2026-37 to Approve the Purchase of the Locker Room and Restroom Modular Unit for the District's Corporation Yard for FY 2026-2027](#)
(Page 61)
- F. [Adopt Resolution No. 2026-38 to Amend the Garney Pacific, Inc. Construction Contract for Phase 1 of the Reservation Road Desalination Plant Renovation Project \(CIP #OW-2404\)](#)
(Page 68)

9. Action Items

- A. [Conduct a Public Hearing to Receive Public Comment on the Draft 2025 Urban Water Management Plan; Adopt Resolution No. 2026-39 Approving the 2025 Marina Coast Water District Urban Water Management Plan](#)
(Page 72)
- B. [Review Proposed MCWD Art Policy](#)
(Page 76)

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. Resources and Groundwater Sustainability Committee
 - 2. Community Outreach Committee
 - 3. 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), and time(s):*

Regular Meeting: Monday, July 20, 2026, 6:00 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8

Meeting Date: June 15, 2026

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Consent Calendar

Staff Recommendation: Approve the Consent Calendar as presented.

Background: *Strategic Plan, Mission Statement – Marina Coast Water District delivers safe and environmentally sustainable water, recycled water, and wastewater services that meet community needs.*

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of May 2026
- B) Adopt Resolution No. 2026-34 to Approve Prepayment of Marina Coast Water District’s CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2026-2027
- C) Adopt Resolution No. 2026-35 to Approve a FY 2026-2027 Professional Services Agreement with Rauch Communications
- D) Adopt Resolution No. 2026-36 to Approve the FY 2026-2027 Professional Services Agreement with Regional Government Services Authority to Provide Human Resources and Risk Management Services to the District
- E) Adopt Resolution No. 2026-37 to Approve the Purchase of the Locker Room and Restroom Modular Unit for the District's Corporation Yard for FY 2026-2027
- F) Adopt Resolution No. 2026-38 to Amend the Garney Pacific, Inc. Construction Contract for Phase 1 of the Reservation Road Desalination Plant Renovation Project (CIP #OW-2404)

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

Legal Counsel Review: See individual transmittals.

Climate Action: Not applicable.

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

Material Included for Information/Consideration: Check Register for May 2026; Resolution No. 2026-34; CalPERS Classic and PEPRRA Actuarial Valuation - Required Employer Contributions for FY 2026-2027; Resolution No. 2026-35; FY 2026-2027 Cost Proposal from RCC; Resolution No. 2026-36; FY 2026-2027 Professional Services Agreement with Regional Government Services Authority; Resolution No. 2026-37; Mobile Modular Proposal; and, Resolution No. 2026-38.

Action Required: X Resolution Motion Review

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: June 15, 2026

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Receive and File the Check Register for the Month of May 2026

Staff Recommendation: Receive and file the May 2026 expenditures totaling \$6,067,984.05.

Background: *Strategic Plan, Objective No. 3.2: Finances are well managed to provide adequate revenue and avoid volatile rates.*

Discussion/Analysis: These expenditures were paid in May 2026, and the Board is requested to receive and file the check register. The May check register contained the following significant items:

1. Check No. 78718 – Construction Payment #2 to Monterey Peninsula for the Imjin LS Odor Control Program Project for \$214,367.50.
2. Check No. 78722 – Construction Retention Payment to Anderson Pacific Engineering for \$824,570.08 for the A1/A2 Tanks B/C Booster Project.
3. Check No. 78740 – SGMA/Corral de Tierra GSP Grant Payment #9 to Salinas Valley Groundwater Sustainability Agency for \$262,886.39.
4. Check No. 78748 – Solar and Solar System payment to Scudder Roofing Sun Energy Systems for \$379,283.70.
5. Wire Transfer – U.S. National Bank in the amount of \$695,325 for 2019 Series Bond Payment.
6. Wire Transfer – U.S. National Bank in the amount of \$1,371,050.53 for 2025 Series Bond Payment.
7. Wire Transfer – U.S. National Bank in the amount of \$412,465.16 for 2024 Series Bond Payment.

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, 07-Groundwater Sustainability.

Other Consideration: None.

Material Included for Information/Consideration: May 2026 Summary Check Register.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

MAY 2026 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
05/05/2026	78693 - 78712	Check Register	61,754.27
05/12/2026	ACH	Friedman & Springwater LLP	98,977.46
05/12/2026	ACH	Griffith, Masuda & Hobbs	40,277.28
05/12/2026	78713 - 78752	Check Register	2,460,337.79
	78753 - 78794	Void	
05/18/2026	Wire	U.S. Bank National Association	2,478,840.69
05/18/2026	78795 - 78836	Check Register	125,033.54
05/21/2026	78837 - 78838	Check Register	9,065.61
05/27/2026	78839 - 78850	Check Register	49,872.17
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05/01/2026	ACH	Board Compensation Direct Deposits	554.09
05/01/2026	ACH	Internal Revenue Service	91.82
05/08/2026	ACH	Payroll Direct Deposits	154,400.59
05/08/2026	ACH	CalPERS	41,727.85
05/08/2026	ACH	Empower Retirement	22,570.61
05/08/2026	ACH	Internal Revenue Service	69,810.27
05/08/2026	ACH	State of California - EDD	16,019.71
05/08/2026	ACH	WageWorks, Inc.	3,276.08
05/14/2026	502142 - 502143	Check Register	1,125.46
	502144 - 502155	Void	
05/19/2026	502156 - 502167	Check Register	138,751.11
05/21/2026	502168 - 502170	Check Register	597.00
05/22/2026	ACH	Payroll Direct Deposits	148,965.97
05/22/2026	ACH	CalPERS	40,264.37
05/22/2026	ACH	Empower Retirement	20,746.31
05/22/2026	ACH	Internal Revenue Service	66,471.13
05/22/2026	ACH	State of California - EDD	15,176.79
05/22/2026	ACH	WageWorks, Inc.	3,276.08
TOTAL DISBURSEMENTS			6,067,984.05

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
78693	04/22/2026	05/05/2026	Monterey Bay Analytical Services	Laboratory Testing	2,487.00
78694	04/18/2026	05/05/2026	Verizon Wireless	Cell Phone Service 04/2026	430.51
78695	04/24/2026	05/05/2026	Federal Express	Lab Sample Shipping	204.17
78696	04/16/2026	05/05/2026	Maggiora Bros Drilling	Well 34 Disinfection	4,260.40
78697	04/25/2026	05/05/2026	McGrath Rent Corp.	Locker Room Trailer Rental - Ord Office 05/2026	7,286.98
78698	04/06/2026	05/05/2026	Univar Solutions USA, Inc.	(1,603) gals Chlorine - (3) Sites	6,028.68
78699	04/17/2026	05/05/2026	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	460.88
78700	04/30/2026	05/05/2026	Iron Mountain, Inc.	Shredding Service 04/2026	187.67
78701	04/22/2026	05/05/2026	AT&T	Phone and Alarm Line Services 04/2026	156.20
78702	04/09/2026	05/05/2026	In-Situ Inc.	(6) Aqua TROLL Data Loggers, Accessories - RDP Reservation Rd Desal Plant	20,180.95
78703	04/21/2026	05/05/2026	Ferguson Enterprises, Inc.	Brass Fittings	1,885.93
78704	04/25/2026	05/05/2026	WEX Bank	Fleet Gasoline 04/2026	8,049.51
78705	03/31/2026	05/05/2026	AutoZone Parts, Inc.	General Operations/ Maintenance Supplies	33.91
78706	05/01/2026	05/05/2026	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 05/2026	1,870.00
78707	04/21/2026	05/05/2026	T-Mobile	Cell Phone Service 04/2026	2,253.45
78708	04/21/2026	05/05/2026	T-Mobile	GPS Service - (40) Fleet Vehicles 04/2026	874.00
78709	03/31/2026	05/05/2026	Vortex Industries, LLC	Skylight Service, Repair - IOP Office	2,435.00
78710	04/21/2026	05/05/2026	InfoSend, Inc.	Professional Services - Update Charge Description	150.00
78711	03/25/2026	05/05/2026	DKF Solutions Group, LLC	CalOSHA/ TrainingLINK Pro Subscription 03/12/26 - 06/30/26	2,268.00
78712	02/19/2026	05/05/2026	U-Rock Utility Equipment, LLC	General Operations/ Maintenance Supplies	251.03
ACH	04/09/2026	05/12/2026	Friedman & Springwater LLP	Legal Services 03/2026	98,977.46
ACH	04/09/2026	05/12/2026	Griffith, Masuda & Hobbs	Legal Services 03/2026	40,277.28
78713	04/22/2026	05/12/2026	Quinn Company	Generator Troubleshoot, Fuel Level Gauge Repair - Gigling LS;	
78714	04/30/2026	05/12/2026	PG&E	Generator Troubleshoot, Fuel Pump Repair - Hodges LS; Heater Coolant - D Booster	17,456.46
78715	04/29/2026	05/12/2026	Jane's Answering Service	Gas and Electric Service 04/2026	96,835.88
78716	03/31/2026	05/12/2026	Schaaf & Wheeler	Answering Service 04/01 - 04/28	292.50
78717	04/07/2026	05/12/2026	ACWA Joint Power Insurance Authority	Construction Phase On-Call Engineering Services - A1/A2 Tanks B/C	
78718	04/30/2026	05/12/2026	Monterey Peninsula Engineering	Booster; Design Phase Engineering Services - Bayer St Water Main, Gigling LS FM Replacement; Engineering Support - CA Ave Water Main, Fire Hydrant Replacement Project, Gigling Rd Water Pipeline; Helicopter Fill Tanks Modeling Study - ASP Booster Station 03/2026	38,662.89
78719	04/15/2026	05/12/2026	Owen Equipment	Basic Property, Mobile Equipment/ Vehicle Insurance 04/2026 - 03/2027	150,445.93
78720	04/28/2026	05/12/2026	Monterey Bay Analytical Services	Imjin LS Odor Control Program - Construction Pmt #2	214,367.50
78721	04/30/2026	05/12/2026	Rauch Communication Consultants, Inc.	Replacement Reel, Swivel - Vehicle #2001	2,671.80
78722	02/18/2026	05/12/2026	Anderson Pacific Engineering Construction, Inc.	Laboratory Testing	3,879.00
78723	04/22/2026	05/12/2026	Orkin Central Coast	Conservation Outreach Program 03/2026	1,108.75
78724	05/01/2026	05/12/2026	Federal Express	A1/A2 Tanks B/C Booster - Construction Retention Payment	824,570.08
78725	04/15/2026	05/12/2026	Martins Irrigation Supply, Inc.	Pest Control - BLM/ IOP Offices 11/2025	227.00
78726	04/28/2026	05/12/2026	Collins Electrical Company, Inc.	Lab Sample Shipping	651.55
				General Operations/ Maintenance Supplies	28.38
				Conduit Relocation - IOP Office	1,345.60

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
78727	04/21/2026	05/12/2026	American Supply Company	Janitorial Supplies	717.56
78728	04/20/2026	05/12/2026	Wallace Group	Construction Management - CA Ave Water Main Pipeline, Reservation Rd Desal Plant, Tate Park LS; Construction Support Services - LS Improvement Safety Grates; Engineering Design Services - Reservation Rd Desal Plant 03/2026	55,379.42
78729	04/28/2026	05/12/2026	O'Reilly Automotive Stores, Inc.	General Operations/ Maintenance Supplies	13.09
78730	04/15/2026	05/12/2026	Val's Plumbing & Heating, Inc.	AC Unit Service - IOP Office	1,565.30
78731	04/23/2026	05/12/2026	Imjin Office Park Owners Association	Association Fees - BLM/ IOP Offices	56,154.96
78732	04/15/2026	05/12/2026	Calcon Systems, Inc.	Level Pressure Transmitter - Reservoir 2; HMI Security Updates	10,419.00
78733	04/21/2026	05/12/2026	Badger Meter, Inc.	(3) SmartCovers, Annual Software Subscription	14,784.75
78734	04/24/2026	05/12/2026	Richards, Watson & Gershon	Legal Services 03/2026	90,064.07
78735	04/28/2026	05/12/2026	Edges Electrical Group, LLC	General Operations/ Maintenance Supplies	219.29
78736	05/04/2026	05/12/2026	U.S. Bank National Association	IOP A Side Office Copier Lease 04/29 - 05/28	391.12
78737	05/01/2026	05/12/2026	U.S. Bank National Association	Ord Office Copier Lease 04/26 - 05/25	190.10
78738	04/07/2026	05/12/2026	Remy Moose Manley, LLP	Legal Services 03/2026	106,679.39
78739	04/29/2026	05/12/2026	Access Monterey Peninsula, Inc.	Filming and Production 04/2026	460.00
78740	04/15/2026	05/12/2026	Salinas Valley Basin Groundwater Sustainability Agency		
78741	04/24/2026	05/12/2026	U.S. Bank National Association	SGMA/ Corral de Tierra GSP Grant Payment #9 - Qtr 03/2026	262,886.39
78742	04/29/2026	05/12/2026	BSK Associates	2025 Bond Administration Fee 04/2026 - 03/2027	3,000.00
78743	04/20/2026	05/12/2026	T-Mobile	Laboratory Testing	428.95
78744	04/27/2026	05/12/2026	Southland Industries	Cellular Services 02/19 - 03/18	878.75
78745	04/15/2026	05/12/2026	Garney Pacific, Inc.	(3) Temperature Sensors, Installation - IOP Office	13,356.00
78746	04/22/2026	05/12/2026	Blaine Tech Services Inc	Imjin Pkwy, Lightfighter Dr SS Manhole Rehab - Construction Retention Payment	33,715.00
78747	04/29/2026	05/12/2026	First Alarm	Army Monitoring Well Sampling - (3) Wells	6,150.00
78748	04/17/2026	05/12/2026	Scudder Roofing Sun Energy Systems	Replacement Fire Panel, Surge Protector - Beach Office	2,121.91
78749	04/21/2026	05/12/2026	Ghirardelli Associates, Inc.	Solar, Storage System Project - Solar Array	379,283.70
78750	04/29/2026	05/12/2026	Shannon & Wilson, Inc.	Construction Inspection - Gigling Rd Water Pipeline 03/2026	13,546.00
78751	05/04/2026	05/12/2026	DERNetSoft, Inc.	Hydrogeologic Services - Reservation Rd Desal Plant 04/2026	39,889.99
78752	03/31/2026	05/12/2026	Point Reyes Bird Observatory	Consumption Monitoring/ Analysis - Solar Array 01/2026 - 02/2027	9,600.00
78753-				Western Snowy Plover Survey - Reservation Rd Desal Plant 03/2026	5,899.73
78794			Void		
Wire	04/09/2026	05/18/2026	U.S. Bank National Association	2019 Series Bond Payment	695,325.00
Wire	04/09/2026	05/18/2026	U.S. Bank National Association	2025 Series Bond Payment	1,371,050.53
Wire	04/09/2026	05/18/2026	U.S. Bank National Association	2024 Series Bond Payment	412,465.16
78795	04/30/2026	05/18/2026	Ace Hardware of Watsonville, Inc.	General Meter Readers, Operations/ Maintenance, Administration, Water Resources Supplies	682.46
78796	05/01/2026	05/18/2026	Insight Planners	Web Development/ Maintenance and Hosting 04/2026	2,709.00
78797	05/11/2026	05/18/2026	PG&E	Electric Service 04/2026	13,099.10
78798	04/28/2026	05/18/2026	Home Depot Credit Services	General Operations/ Maintenance Supplies	32.21
78799	04/27/2026	05/18/2026	Grainger	General Operations/ Maintenance Supplies	60.10
78800	03/31/2026	05/18/2026	Schaaf & Wheeler	Design Phase Engineering Services - Patton Pkwy Water Main 03/2026	430.50

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
78801	04/30/2026	05/18/2026	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fees - Welding Supplies 04/2026	64.50
78802	05/12/2026	05/18/2026	Monterey Bay Analytical Services	Laboratory Testing	945.00
78803	04/30/2026	05/18/2026	Rauch Communication Consultants, Inc.	Public Relations 03/2026	23,282.56
78804	05/01/2026	05/18/2026	Maynard Group	Network Support 05/2026	5,434.44
78805	05/08/2026	05/18/2026	Shape Incorporated	General Operations/ Maintenance Supplies	107.31
78806	05/15/2026	05/18/2026	Fastenal Industrial & Construction Supplies	General Administration, Operations/ Maintenance Supplies	632.64
78807	04/27/2026	05/18/2026	Sabre Backflow LLC	Backflow Test Kit Calibration - Recycled Water	146.12
78808	04/20/2026	05/18/2026	Don Chapin Co., Inc	(20.02) tons Base Rock (20.79) tons Topsoil	2,688.07
78809	05/01/2026	05/18/2026	Koraleen Enterprises	(6) Water Sampling Stations	2,936.91
78810	05/12/2026	05/18/2026	Daijohs USA	Coffee Supplies	700.23
78811	05/04/2026	05/18/2026	Green Rubber-Kennedy AG, LP	(4) Y-Strainers, (10) Ball Valves, Well Motor Fittings	2,997.43
78812	05/01/2026	05/18/2026	Della Mora Heating Sheet Metal & Air Conditioning	Neutralizer Replacement - BLM	415.00
78813	05/16/2026	05/18/2026	U.S. Bank National Association	TOP B Side Office Copier Lease 05/10 - 06/09	275.32
78814	03/31/2026	05/18/2026	Evoqua Water Technologies, LLC	Hydrogen Sulfide Monitoring - East Garrison LS	1,863.82
78815	05/04/2026	05/18/2026	Rexel USA, Inc.	Phase Monitor - Booker LS	455.18
78816	04/30/2026	05/18/2026	Peninsula Messenger LLC	Courier Service 05/2026	278.00
78817	04/28/2026	05/18/2026	Western Exterminator Company	Pest Control - BLM/ MCWD Offices 04/2026	465.00
78818	04/28/2026	05/18/2026	AT&T	Phone and Alarm Line Services 04/2026	140.93
78819	05/01/2026	05/18/2026	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 05/2026	500.00
78820	04/27/2026	05/18/2026	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 04/2026	446.92
78821	05/01/2026	05/18/2026	Pure Janitorial, LLC	Janitorial Service - BLM/ MCWD Offices 04/2026	5,258.09
78822	04/30/2026	05/18/2026	Johnson Electronics	BLM Fire Alarm Monitoring 04/2026 - 06/2026	84.00
78823	05/08/2026	05/18/2026	Zanjero, Inc.	2025 Urban Water Management Plan Development; Water Supply Investigations 04/2026	8,797.50
78824	05/08/2026	05/18/2026	BSK Associates	Laboratory Testing	4,739.88
78825	05/01/2026	05/18/2026	Kysmet Security & Patrol, Inc.	Security Patrol Services - MCWD Offices 04/2026	321.00
78826	04/30/2026	05/18/2026	Quick Quack Car Wash Holdings, LLC	Car Wash - Fleet Vehicle 04/2026	8.00
78827	04/29/2026	05/18/2026	Hildebrand Consulting, LLC	FOG, Backflow Fee Study 03/2026 - 04/2026	6,000.00
78828	04/28/2026	05/18/2026	Vortex Industries, LLC	Skylight Repair - IOP Office	3,772.14
78829	05/07/2026	05/18/2026	Amazon Capital Services, Inc.	General Operations/ Maintenance Supplies	368.58
78830	03/23/2026	05/18/2026	Lee & Associates Rescue Equipment Inc	Confined Space Entry/ Rescue Training - O&M	8,800.00
78831	05/15/2026	05/18/2026	First Alarm	Security, Fire Alarm Monitoring - MCWD Offices 06/2026	1,471.00
78832	05/01/2026	05/18/2026	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 05/2026	554.91
78833	05/11/2026	05/18/2026	CSG Consultants, Inc.	Construction Management - Imjin LS Odor Control 04/2026	11,197.69
78834	05/04/2026	05/18/2026	Tierra Plan LLC	Water Data Platform Design/ Development 04/2026	8,687.50
78835	04/30/2026	05/18/2026	KAZU 90.3FM	2026 Annual Campaign 04/2026	3,034.50
78836	05/13/2026	05/18/2026	Conservation Rebate Program	15137 Breckinridge Ave - Washer Rebate	150.00
78837	04/30/2026	05/21/2026	Forest Investment Group, Inc.	2025 Consumer Confidence Report - Postage Fees	4,265.61
78838	05/04/2026	05/21/2026	Official Translation	2025 Consumer Confidence Report - Translation Services	4,800.00
78839	05/15/2026	05/27/2026	Federal Express	Lab Sample Shipping	224.16
78840	05/12/2026	05/27/2026	Carollo Engineers, Inc.	Recycled Water Title 22 Report Update 04/2026	1,856.00
78841	05/19/2026	05/27/2026	Val's Plumbing & Heating, Inc.	HVAC Service - BLM	1,387.41

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
78842	04/16/2026	05/27/2026	Whitson Engineers	Topographic Survey - East Garrison 2nd Supply Pipeline 03/2026	20,893.00
78843	04/30/2026	05/27/2026	Pacific Ag Rentals LLC	(5) Mobile Restroom Rentals - MCWD Sites 04/2026	611.36
78844	05/18/2026	05/27/2026	California Water Efficiency Partnership	2026 CalWEP Peer to Peer Conference - Water Resources, Conservation	1,050.00
78845	05/06/2026	05/27/2026	Backflow Prevention Specialists, Inc.	Cross-Connection Testing - RW Irrigation Use Sites 04/2026	13,200.00
78846	05/12/2026	05/27/2026	Johnson Electronics	Fire Alarm Inspection - BLM	270.00
78847	05/05/2026	05/27/2026	The Ferguson Group, LLC	FY 2026 Defense Community Infrastructure Program Application/ Grant	10,000.00
78848	05/06/2026	05/27/2026	Staples, Inc.	Writing - Advanced Metering Infrastructure Phase 1	51.58
78849	05/01/2026	05/27/2026	Greenwaste Recovery, Inc.	Office Supplies	103.66
78850	05/19/2026	05/27/2026	Conservation Rebate Program	Garbage Collection & Recycling Services 05/2026	225.00
ACH	05/01/2026	05/01/2026	Board Compensation Direct Deposits	3137 Seacrest Ave #17 - (3) Toilet Rebates	554.09
ACH	05/01/2026	05/01/2026	Internal Revenue Service	Board Compensation 04/2026	91.82
ACH	05/08/2026	05/08/2026	Payroll Direct Deposits	Board Compensation 04/2026	154,400.59
ACH	05/08/2026	05/08/2026	CalPERS	Payroll Ending 05/01/26	41,727.85
ACH	05/08/2026	05/08/2026	Empower Retirement	Payroll Ending 05/01/26	22,570.61
ACH	05/08/2026	05/08/2026	Internal Revenue Service	Payroll Ending 05/01/26	69,810.27
ACH	05/08/2026	05/08/2026	State of California - EDD	Payroll Ending 05/01/26	16,019.71
ACH	05/08/2026	05/08/2026	WageWorks, Inc.	Payroll Ending 05/01/26	3,276.08
502142	05/08/2026	05/14/2026	Teamsters Local Union No. 856	Payroll Ending 05/01/26	777.00
502143	05/08/2026	05/14/2026	CA State Disbursement Unit	Payroll Ending 05/01/26	348.46
502144 -					
502155			Void		
502156	04/21/2026	05/19/2026	Becks Shoe Store, Inc. - Salimas	Boot Benefit - (3) O&M	728.96
502157	05/07/2026	05/19/2026	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 06/2026	109,968.65
502158	05/15/2026	05/19/2026	CWEA - Monterey Bay Section	Membership, Grade II Collection System Certification Renewals	1,123.00
502159	04/25/2026	05/19/2026	AFLAC	Employee Paid Benefits 04/2026	1,628.18
502160	04/17/2026	05/19/2026	Principal Life	Employee Paid Benefits 04/2026 - 05/2026	684.48
502161	04/10/2026	05/19/2026	Lincoln National Life Insurance Company	Life, Disability, AD&D Insurance 05/2026	3,970.37
502162	04/23/2026	05/19/2026	WageWorks, Inc.	FSA Admin Fees 04/2026	248.00
502163	04/18/2026	05/19/2026	Transamerica Life Insurance Company	Employee Paid Benefits 04/2026	313.96
502164	04/30/2026	05/19/2026	Cintas Corporation No. 630	Uniforms, Towels, Rugs 04/2026	1,577.61
502165	05/12/2026	05/19/2026	Employee Reimbursement	Boot Benefit - O&M	190.30
502166	03/31/2026	05/19/2026	Regional Government Services Authority	Human Resource Consulting Services 03/2026	18,192.60
502167	05/06/2026	05/19/2026	Agile Occupational Medicine, PC	Pre-Employment - New Hire	125.00
502168	05/19/2026	05/21/2026	Employee Reimbursement	2026 CalWEP Peer to Peer Per Diem Meals	199.00
502169	05/19/2026	05/21/2026	Employee Reimbursement	2026 CalWEP Peer to Peer Per Diem Meals	199.00
502170	05/19/2026	05/21/2026	Employee Reimbursement	2026 CalWEP Peer to Peer Per Diem Meals	199.00
ACH	05/22/2026	05/22/2026	Payroll Direct Deposits	Payroll Ending 05/15/26	148,965.97
ACH	05/22/2026	05/22/2026	CalPERS	Payroll Ending 05/15/26	40,264.37
ACH	05/22/2026	05/22/2026	Empower Retirement	Payroll Ending 05/15/26	20,746.31
ACH	05/22/2026	05/22/2026	Internal Revenue Service	Payroll Ending 05/15/26	66,471.13
ACH	05/22/2026	05/22/2026	State of California - EDD	Payroll Ending 05/15/26	15,176.79
ACH	05/22/2026	05/22/2026	WageWorks, Inc.	Payroll Ending 05/15/26	3,276.08

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
				Total Disbursements for May 2026	6,067,984.05

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-B

Meeting Date: June 15, 2026

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2026-34 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2026-2027

Staff Recommendation: Adopt Resolution No. 2026-34 to approve prepayment of the District's FY 2026-2027 CalPERS annual employer unfunded accrued liability (UAL) contribution in the amount of \$528,943.

Background: *Strategic Goal No. 3 – FINANCE – stable and secure funding and affordable rates; Objective 3.2: Finances are well managed to provide adequate revenue and avoid volatile rates.*

The CalPERS Unfunded Accrued Liability (UAL) represents the shortfall between the total pension benefits earned by employees and retirees to date and the assets currently held in the pension fund to pay those benefits. The UAL arises due to a variety of factors including changes in actuarial assumptions, investment returns, and demographic shifts. As a participating agency in CalPERS, the District is required to make annual UAL payments to ensure the long-term sustainability of the pension system.

Each fiscal year, CalPERS provides public agencies with the option to either pay the UAL on a monthly basis or through an annual prepayment plan. For FY 2026-2027, the District's total UAL across its two plans is \$528,943.

Discussion/Analysis: CalPERS invoices UAL monthly with an option to prepay the annual amount by July 31. By selecting the annual prepayment option and submitting the payment by July 31, 2025, the District will save \$17,688, or approximately 3%, compared to the cost of making monthly payments over the course of the year. These savings are realized through interest cost avoidance, as CalPERS provides a discount for early, lump-sum payments.

The District has historically opted for the annual prepayment plan as a cost-effective approach to meeting its pension obligations while supporting long-term financial stability. Staff recommends continuing this approach for FY 2026-2027 to take advantage of the offered savings and to streamline the District's payment processes. Over the course of the last ten years, the District has saved a cumulative total of \$101,361 in interest by avoiding monthly installment payments. This strategy supports that District's ongoing commitment to responsible financial stewardship and ensures timely fulfillment of pension obligations while minimizing costs to ratepayers.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: ___ Yes ___ X No **Funding Source/Recap:** Funded through FY 2026-2027 Operating Budget of Marina and Ord Cost Centers.

Other Consideration: None.

Material Included for Information/Consideration: Resolution No. 2026-34; and, CalPERS Classic and PEPRAs Actuarial Valuation - Required Employer Contributions for FY 2026-2027.

Action Required: X Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 15, 2026

Resolution No. 2026-34
Resolution of the Board of Directors
Marina Coast Water District

Approving Prepayment of Marina Coast Water District’s CalPERS Annual Employer
Unfunded Accrued Liability Contribution for FY 2026-2027 in the amount of \$528,943.

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on June 15, 2026 at 920 Second Avenue, Suite B, Marina California as follows:

WHEREAS, the CalPERS Unfunded Accrued Liability (UAL) represents the shortfall between the total pension benefits earned by employees and retirees to date and the assets currently held in the pension fund to pay for those benefits; and,

WHEREAS, the UAL arises due to a variety of factors, including changes in actuarial assumptions, investment returns, and demographic shifts. As a participating agency, the District is required to make annual UAL payments to ensure the long-term sustainability of the pension system; and,

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

WHEREAS, by prepaying the UAL for FY2026-2027 the District will realize a savings of \$17,688 plus the cost to process twelve invoices instead of one invoice; and,

WHEREAS, over the last ten years, the District has realized a cost savings of \$101,361 in interest by prepaying annually.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve prepayment of the District’s FY 2026-2027 CalPERS annual employer unfunded accrued liability contribution in the amount of \$528,943.

PASSED AND ADOPTED on June 15, 2026 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. 2026-34 adopted June 15, 2026.

Remleh Scherzinger, Secretary

Required Employer Contributions

The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees. For employee contribution rates, see [Member Contribution Rates](#).

Required Employer Contributions	Fiscal Year 2026-27
Employer Normal Cost Rate	
Classic Rate Plan 5340	10.75%
PEPRA Rate Plan 26674	7.93%
Plus	
Unfunded Accrued Liability (UAL) Contribution Amount[†]	\$546,631
Paid either as	
1) Monthly Payment	\$45,552.58
Or	
2) Annual Prepayment Option[‡]	\$528,943
<p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) and the Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly(1) or prepaid annually(2) in dollars).</p> <p>[†]The required payment on amortization bases does not take into account any additional discretionary payment made after April 30, 2025.</p> <p>[‡]Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</p>	

Development of Normal Cost as a Percentage of Payroll

	Fiscal Year 2025-26	Fiscal Year 2026-27
Classic Rate Plan 5340		
Base Total Normal Cost for Formula	17.13%	17.12%
Surcharge for Class 1 Benefits ¹	0.57%	0.57%
Plan's Total Normal Cost	17.70%	17.69%
Offset Due to Employee Contributions ²	(6.94%)	(6.94%)
Employer Normal Cost for Rate Plan 5340	10.76%	10.75%
PEPRA Rate Plan 26674		
Base Total Normal Cost for Formula	15.71%	15.68%
Surcharge for Class 1 Benefits ¹	0.00%	0.00%
Plan's Total Normal Cost	15.71%	15.68%
Offset Due to Employee Contributions ²	(7.75%)	(7.75%)
Employer Normal Cost for Rate Plan 26674	7.96%	7.93%

¹ See [Surcharge for Class 1 Benefits](#) in the supplementary information section of this report.

² This is the expected employee contributions, taking into account individual benefit formula and any offset from the use of a modified formula, divided by projected annual payroll. For member contribution rates above the breakpoint for each benefit formula, see [Member Contribution Rates](#).

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-C

Meeting Date: June 15, 2026

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2026-35 to Approve FY 2026-2027 Professional Services Agreement with Rauch Communications Consultants, Inc. to Provide Public Relations Services to the District

Staff Recommendation: Adopt Resolution No. 2026-35 to approve the FY 2026-2027 Professional Services Agreement with Rauch Communications, Inc. to provide public relations services to the District.

Background: *Strategic Plan, Goal 5.0 ENGAGEMENT: Communicate and Engage Effectively with Customers, Partners, and Stakeholders. OBJECTIVE 5.1: Customers understand the services the District provides, where to learn more, and how to get their questions answered.*

The District has partnered with Rauch Communication Consultants, Inc. since FY 2023-2024 to provide public relations, community outreach, and stakeholder engagement services. RCC supports the District’s communication efforts through website content management, social media engagement, eNews publications, media relations, public outreach campaigns, customer communications, and strategic messaging.

The District’s outreach program has continued to achieve measurable success. Since 2023, visits to the District’s website have more than tripled. The District’s eNewsletter subscriber list has grown to nearly 10,000 subscribers, approaching the District’s 11,000 customer accounts, with open rates consistently exceeding 50 percent, significantly above the industry average for public agencies. Social media engagement continues to grow across all platforms, and a recently implemented Google search campaign achieved a click-through rate exceeding 30 percent, substantially outperforming typical industry benchmarks.

These efforts have helped expand public awareness of District projects, conservation programs, customer service initiatives, and operational activities while strengthening communication with customers and stakeholders.

Discussion/Analysis: Staff recommends approval of a Professional Services Agreement with RCC for FY 2026-2027 in the amount of \$227,000.

The proposed agreement includes a base outreach and public engagement program of \$193,000, reflecting a modest cost adjustment from the prior year, and \$34,000 for the preparation, production, and mailing of two customer newsletters to all deliverable addresses within the District’s service area.

Building on the success of the current program, the FY 2026-2027 scope of work continues the District’s comprehensive communication strategy while placing additional emphasis on expanding outreach to younger residents, renters, and other underrepresented audiences. Planned efforts include expanded direct mail communications, enhanced video content, digital advertising,

community-focused conservation messaging, and increased use of locally generated content highlighting District operations, employees, and customer success stories.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: Yes No **Funding Source/Recap:** Funded through FY 2026-2027 Operating Budget of Marina and Ord Cost Centers. See table below.

Consulting Services Budget	Proposed Agreement Amount	Remaining Budget Available
\$1,130,000	\$227,000	\$903,000

Other Consideration: None.

Material Included for Information/Consideration: Resolution No. 2026-35; and, FY 2026-2027 Cost Proposal from RCC.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 15, 2026

Resolution No. 2026-35
Resolution of the Board of Directors
Marina Coast Water District
Approving the FY 2026-2027 Professional Services Agreement with
Rauch Communications Consultants for Public Relations

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on June 15, 2026 at 920 Second Avenue, Suite B, Marina California as follows:

WHEREAS, the District adopted a five-year Strategic Plan with an objective to build our relationship with the public and local agencies with a strategy to communicate with our strategic partners by establishing clear lines of communications between the District, other agencies, and the public to ensure that our message is clearly and quickly communicated so that we can establish and maintain a positive reputation; and,

WHEREAS, effective communication and public outreach are essential to maintaining transparency, fostering public trust, promoting customer awareness, and supporting the successful implementation of District programs and initiatives; and

WHEREAS, Rauch Communication Consultants, Inc. has provided public relations and community outreach services to the District since Fiscal Year 2023-2024 and has supported the District's communications efforts through media relations, customer outreach, digital communications, website content management, public engagement, and strategic messaging; and

WHEREAS, the District's outreach efforts have demonstrated continued success, including significant growth in website traffic, expansion of the District's eNewsletter subscriber base to nearly 10,000 subscribers, strong customer engagement through social media platforms, and increased public awareness of District programs and services; and

WHEREAS, staff has reviewed the proposed scope of work and cost proposal submitted by Rauch Communication Consultants, Inc. for Fiscal Year 2026-2027 and recommends approval of a Professional Services Agreement in an amount not-to-exceed \$227,000; and

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

1. adopt Resolution No. 2026-35 approving the FY 2026-2027 Professional Services Agreement with Rauch Communications, Inc. to provide continued public relations services to the District for a total not-to-exceed amount of \$227,000.
2. authorize 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 June 15, 2026 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. 2026-35 adopted June 15, 2026.

Remleh Scherzinger, Secretary

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND RAUCH COMMUNICATION CONSULTANTS, INC.
FOR PUBLIC RELATIONS**

**Funding: Consulting Services Line Item across all cost centers (01-01-038-111, 02-01-038-111, 03-01-038-111, 04-01-038-111, 05-01-038-111, 07-01-038-111)
Task No. PSAxWD-4006AD**

THIS AGREEMENT, made and entered into this June 15, 2026, by and between Marina Coast Water District, 920 2nd Avenue, Marina, CA, 93933, hereinafter called "DISTRICT", and Rauch Communication Consultants, Inc., with its principal offices at 936 Old Orchard Road, Campbell, CA 95008, hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to Public Relations and Community Outreach Services with a scope generally defined by DISTRICT's Request for Proposal presented in Appendix A and a not-to-exceed amount of \$227,000; and,

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

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

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

ARTICLE I - PROFESSIONAL ENGAGEMENT

DISTRICT hereby engages Rauch Communication Consultants, Inc. as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

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

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

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

ARTICLE II - SCOPE OF SERVICES

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Amendment(s) pursuant hereto which will authorize CONSULTANT to perform specific services related to the project. Unless modified in writing by both parties through an Amendment, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A.

ARTICLE III – GENERAL PROVISIONS

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

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

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

ARTICLE IV: COOPERATION BY DISTRICT

DISTRICT shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder.

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

Article V – SCHEDULE

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

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

Article VI – LITIGATION

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

ARTICLE VII: COMPENSATION

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

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

1. Appendix A and/or Amendments must specify that the work is to be performed on a lump sum basis.
 2. Compensation to CONSULTANT shall be a lump sum amount specified in Appendix A and Amendment(s).
 3. Payments shall be monthly. As each payment is due, a statement describing the services which have been performed or furnished and listing the percent of completion and the total amount of prior payments paid by DISTRICT shall be submitted to DISTRICT. Payment shall be made for the balance due under such statement, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.
- B. If payment for services performed or furnished under terms of Appendix A and/or Amendment(s) is to be on a time and expense reimbursable basis, with a total cost not-to-exceed, compensation shall be as described below:
1. Appendix A and/or Amendments must specify that the work is to be performed on a time and expenses basis with a total cost not-to-exceed.
 2. Compensation to CONSULTANT shall be on a time and expense reimbursement basis in accordance with CONSULTANT's Schedule of Charges. A current copy of the Schedule of Charges will be included with each Amendment.
 3. Payments for services provided by CONSULTANT on a time and expense basis shall be made monthly by the DISTRICT based on an itemized invoice from CONSULTANT which lists actual costs and expenses, or units of work performed on the Project in the immediate preceding month. Such payments shall be for the invoice amount, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.
 4. A budget for compensation for services provided by CONSULTANT on a time and expense basis will be established in the Compensation section of Appendix A and/or the Amendment. The budget established shall not be exceeded without DISTRICT's written authorization.
 5. The budget may be increased by Amendment if necessary to complete the scope of work. If appropriate, CONSULTANT will advise DISTRICT of the anticipated expenditure over the budgeted amount at the fifty (50) percent completion point of the Amendment work and request additional budget authorization.

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

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

ARTICLE VIII: RECORDS

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

ARTICLE IX: TITLE TO DOCUMENTS

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

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

CONSULTANT shall be entitled to a reproducible copy of all material furnished to DISTRICT, the costs of which is included on the compensation amounts specified in Appendix A and/or the Amendment(s), Any uncompleted work of CONSULTANT delivered to DISTRICT due to cancellation of all or portions of the work or contract termination, which utilized by DISTRICT in any way, shall have CONSULTANT name removed, and DISTRICT agrees to defend, Indemnify, and hold harmless CONSULTANT from all claims, damages, and expenses including attorney's fees arising from any use by DISTRICT of such uncompleted work Product.

ARTICLE X: KEY PERSONNEL

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

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

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE XII: INSURANCE AND LIABILITY

The CONSULTANT agrees to indemnify, defend, and save harmless the DISTRICT, its officers, agents, and employees as provided in Appendix B, attached hereto and hereby incorporated by reference to the fullest extent permitted by law. CONSULTANT shall indemnify, hold harmless and defend DISTRICT, its officers, directors, employees and agents, and authorized volunteers as provided in Attachment 4 from and against all claims, damages, costs, losses and expenses (including but not limited to attorneys' fees) caused by, arising out of or related to the negligence (including but not limited to professional negligence, errors or omissions) of CONSULTANT, its partners, officers, employees, agents, subconsultants and subcontractors in the performance or furnishing of services under this agreement, provided however, that CONSULTANT's liability to DISTRICT shall not exceed the percentage share of such claim, damages, cost, loss and expense that the negligence (including professional negligence, errors or omissions) of CONSULTANT, its partners, officers, employees, agents subconsultants and subcontractors bears to the total negligence of all negligent entities and individuals determined on the basis of comparative negligence principles.

Insurance policies shall provide that such insurance is primary insurance.

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

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

B. CONSULTANT and its subcontractors shall maintain commercial general liability and automobile liability insurance protecting it against claims arising from

bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of CONSULTANT pursuant to this AGREEMENT or from the use of automobiles and equipment of or by CONSULTANT. The amount(s) and coverage(s) shall be in accordance with Appendix B.

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

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

Article XIII - Suspension of Work

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

ARTICLE XIV: TERMINATION

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

DISTRICT, by notifying CONSULTANT in writing, may terminate any or all of the services covered by this AGREEMENT. In the event of such termination, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing of the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in a Amendment. All charges thus incurred, together

with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of subconsultants, rental agreements, orders for printing, etc.), shall be payable by DISTRICT within forty-five (45) days following submission of a final statement by CONSULTANT. However, in the event that termination of said AGREEMENT with CONSULTANT occurs at the completion of a specific phase of the design, the aforesaid provision for the proper filing and closing will not apply unless agreed to by DISTRICT under a specific Amendment. The payment provided for under this Article XII shall constitute full satisfaction of any obligation DISTRICT has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this AGREEMENT and any and all liabilities or damages arising out of or resulting from the termination of this AGREEMENT.

ARTICLE XV: NOTICE

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

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

TO: Rauch Communication Consultants, Inc.
936 Old Orchard Road,
Campbell, CA 95008
Attention: Martin Rauch

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

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

ARTICLE XVII: DISPUTES

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

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

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

Marina Coast Water District

(CONSULTANT)

Remleh Scherzinger
General Manager

Martin Rauch
Principal Consultant

DRAFT

Appendix A includes:
Consultant's Proposal (Scope of Services)

DRAFT

Appendix A

Scope of Services for Fiscal Year 2026-2027

Pursuant to Article VII, Section B, this work is to be performed on a time and expenses basis with a total not-to-exceed \$227,000.

Subject to the terms and conditions of this Agreement, RCC shall perform all of the functions below:

1. Research and Information Gathering
2. Maintain and Update the Engagement Plan
 - a. Update Clear Narrative Messaging
3. Implement the Public Engagement Plan
 - a. Maintain Branding
 - b. Presentations and Community Meetings
 - c. Enhanced Social and Digital Media Presence
 - d. Bill Stuffers and Mailers
 - e. eNewsletter and Email List Management
 - f. Mailed Newsletter
 - g. Website Updates
 - h. Press Relations
 - i. Analytics, Tracking, and Key Performance Indicators
 - j. Monitoring and Ongoing Support

Cost Proposal

Continued Positive Engagement Program (PY Cost + 3% CPI)	\$193,000
Mailed 8.5 x 11 newsletter to every deliverable address (\$17,000 per x 2 editions, including research, write, edit, design, print, mail, and postage). Assumes translation will be automated on the website	\$34,000
Total Cost	\$227,000

Appendix B
Insurance Requirements

DRAFT

INDEMNIFICATION AGREEMENTS

INSURANCE REQUIREMENTS

AGREEMENTS

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

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

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

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

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

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

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

1. The District, its directors, officers, employees, or authorized volunteers are to be given additional insured status (via ISO

endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to Member Water District, its directors, officers, employees, or authorized volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

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

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

Workers' Compensation and Employer's Liability Insurance - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-

consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

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

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

Evidences of Insurance - Prior to execution of the Agreement, the Consultant shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-4.

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

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

Marina Coast Water District
920 2nd Avenue,
Marina, CA 93933
Attn: Paula Riso

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

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

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-D

Meeting Date: June 15, 2026

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2026-36 to Approve FY 2026-2027 Professional Services Agreement with Regional Government Services Authority to provide Human Resources and Risk Management services to the District

Staff Recommendation: Adopt Resolution No. 2026-36 to approve the FY 2026-2027 professional services agreement with Regional Government Services to provide Human Resources and Risk Management services to the District.

Background: *Strategic Plan, Goal No. 2 PEOPLE – A high performing Board, Staff, and Organization – Objective 2.1: The District attracts, onboards, and retains high-performing staff, and manages succession successfully. Objective 2.2: Tools, systems, processes, policies, culture and training are u-to-date and support the ability of staff to perform efficiently and effectively.*

In May 2023, the District’s Human Resources/Risk Administrator position became vacant. To ensure continuity of essential Human Resources (HR) functions, the District contracted with the Regional Government Services Authority (RGS) to provide interim Human Resources and Risk Management support.

Discussion/Analysis: Staff recommends continuing services with RGS for FY 2026-2027 under a professional services agreement not to exceed \$240,000.

Since their initial engagement, RGS has continued to provide consistent and high-quality Human Resources and Risk Management support services to the District. The proposed FY 2026-2027 agreement includes an increased not-to-exceed amount of \$240,000 to address the growing level of service needs and increased workload demands experienced over the past fiscal year.

The increase in services has been driven primarily by a significant rise in leave management and employee support cases, particularly related to FMLA coordination and compliance requirements. FMLA cases managed increased from 11 cases in FY 2024-2025 to 18 cases in FY 2025-2026 to date. In addition, recruitment and hiring efforts have remained active, with increased application processing and screening efforts rising from 281 applications processed in FY 2024-2025 to 340 applications processed in FY 2025-2026 to date.

RGS continues to provide support in the following key areas:

- Recruitment, hiring, and onboarding of employees
- Employee relations and personnel matters
- Benefits administration and leave management coordination
- Performance management guidance and labor law compliance
- Risk management oversight and support

The following performance measures highlight the scope and impact of RGS's services over the past two fiscal years:

Performance Measure	FY24/25	FY25/26 (to date)
Recruitments	12	9
Applications Processed/Screened	281	340
New Hire Processing	8	3
Job Descriptions Developed/Reviewed	6	5
Grievances & Disciplinary Actions	5	4
Personnel Action Forms Processed	57	50
FMLA Cases Managed	11	18
Health Benefits Enrollments/Changes	10	4

Continuing the partnership with RGS will ensure uninterrupted delivery of essential Human Resources and Risk Management services while the District continues evaluating long-term staffing and organizational needs. Their ongoing support remains critical to maintaining operational effectiveness, regulatory compliance, and employee support services.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: Yes No **Funding Source/Recap:** Funded through FY 2026-2027 Operating Budget of Marina and Ord Cost Centers. See table below.

Consulting Services Budget	Proposed Agreement Amount	Remaining Budget Available
\$903,000	\$240,000	\$663,000

Other Consideration: None.

Material Included for Information/Consideration: Resolution No. 2026-36; and, FY 2026-2027 Professional Services Agreement with Regional Government Services Authority.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 15, 2026

Resolution No. 2026-36
Resolution of the Board of Directors
Marina Coast Water District

Approving the Professional Services Agreement between Marina Coast Water District and Regional Government Services Authority for Human Resources and Risk Management Services.

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on June 15, 2026 at 920 Second Avenue, Suite B, Marina California as follows:

WHEREAS, the District’s Human Resources/Risk Administrator position became vacant in May 2023, and,

WHEREAS, the District subsequently contracted with Regional Government Services Authority (RGS) to provide interim Human Resources and Risk Management services; and,

WHEREAS, the District is seeking approval for a professional services agreement with RGS for Fiscal Year 2026-2027, with a maximum not-to-exceed amount of \$240,000 to address increased Human Resources and Risk Management service demands; and,

WHEREAS, RGS has delivered a consistent, high-quality range of HR functions, including: (1) recruitment, hiring, and onboarding of new employees, (2) oversight of employee relations and personnel matters, (3) Benefits administration and FMLA coordination, (4) Performance management guidance and compliance with labor laws, and (5) risk management oversight and support; and,

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

1. adopt Resolution No. 2026-36 approving the FY 2026-2027 contract with Regional Government Services Authority (RGS), with a maximum not-to-exceed amount of \$240,000; and,
2. authorize 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 June 15, 2026 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. 2026-36 adopted June 15, 2026.

Remleh Scherzinger, Secretary

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND REGIONAL GOVERNMENT SERVICES AUTHORITY
FOR HUMAN RESOURCE SERVICES**

Funding: Consulting Services (01-01-038-111, 02-01-038-111, 03-01-038-111, 04-01-038-111, 05-01-038-111, 07-01-038-111)

Task No. PSAxWD-4017AD

THIS AGREEMENT, made and entered into this Human Resource Consulting and Risk Management Services, by and between Marina Coast Water District, 920 2nd Avenue, Marina, CA, 93933, hereinafter called "DISTRICT", and Regional Government Services Authority, with its principal offices at P.O. Box 1350, Carmel Valley, CA 93924 hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to Human Resources and Risk Management with a scope generally defined in Appendix A; and,

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

WHEREAS, CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner, for an amount not-to-exceed \$240,000.

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

ARTICLE I - PROFESSIONAL ENGAGEMENT

DISTRICT hereby engages REGIONAL GOVERNMENT SERVICES AUTHORITY as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

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

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

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner, or joint venturer of DISTRICT. CONSULTANT shall have the exclusive supervision, direction and control of all employees, subconsultants, subcontractors, suppliers, materials, equipment and facilities employed, contracted with or used by, CONSULTANT in performing or furnishing services under this Agreement. Further, DISTRICT confirms that CONSULTANT employer are not assuming and are not expected to assume any DISTRICT staff position(s).

ARTICLE II - SCOPE OF SERVICES

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

ARTICLE III – GENERAL PROVISIONS

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

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

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

ARTICLE IV: COOPERATION BY DISTRICT

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

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

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

Article V – SCHEDULE

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

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

Article VI – LITIGATION

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

ARTICLE VII: COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII: RECORDS

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

ARTICLE IX: TITLE TO DOCUMENTS

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

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

CONSULTANT shall be entitled to a reproducible copy of all material furnished to DISTRICT, the costs of which is included on the compensation amounts specified in Appendix A and/or the Amendment(s), Any uncompleted work of CONSULTANT delivered to DISTRICT due to cancellation of all or portions of the work or contract termination, which utilized by DISTRICT in any way , shall have CONSULTANT name removed, and DISTRICT agrees to defend, Indemnify, and hold harmless CONSULTANT from all claims, damages, and expenses including attorney's fees arising from any use by DISTRICT of such uncompleted work Product.

ARTICLE X: KEY PERSONNEL

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

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

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE XII: INSURANCE AND LIABILITY

The CONSULTANT agrees to indemnify, defend against third party claims, and save harmless the DISTRICT, its officers, agents, and employees as provided in Appendix B, attached hereto and hereby incorporated by reference to the fullest extent permitted by law. CONSULTANT shall indemnify, hold harmless and defend DISTRICT against third party claims, its officers, directors, employees and agents, and authorized volunteers as provided in Attachment 4 from and against all claims, damages, costs, losses and expenses

(including but not limited to reasonable attorneys' fees) to the extent caused by, arising out of or related to the negligence (including but not limited to professional negligence, errors or omissions) of CONSULTANT, its partners, officers, employees, agents, subconsultants and subcontractors in the performance or furnishing of services under this agreement, provided however, that CONSULTANT's liability to DISTRICT shall not exceed the percentage share of such claim, damages, cost, loss and expense that the negligence (including professional negligence, errors or omissions) of CONSULTANT, its partners, officers, employees, agents subconsultants and subcontractors bears to the total negligence of all negligent entities and individuals determined on the basis of comparative negligence principles.

DISTRICT acknowledges that, pursuant to California Government Code §990, CONSULTANT, as a public entity, may satisfy the coverage requirements set forth herein with a combination of self-insurance and self-insured pool insurance. Insurance coverage shall provide that such insurance is primary insurance.

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

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

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

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

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

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

Article XIII – SUSPENSION OF WORK

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

ARTICLE XIV: TERMINATION

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

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

ARTICLE XV: NOTICE

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

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

TO: Regional Government Services Authority
P.O. Box 1350
Carmel Valley, CA 93924
Attention: Sophia Selivanoff, Executive Director

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

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

ARTICLE XVII: DISPUTES

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

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

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

Marina Coast Water District

Regional Government Services
Authority

Remleh Scherzinger
General Manager

Sophia Selivanoff, Acting Exe Director

Appendix A includes:

Consultant's Proposal (Scope of Services)

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Appendix A
Scope of Services for Fiscal Year 2026-2027

Pursuant to Article VII, Section B, this work is to be performed on a time and expenses basis with a total not-to-exceed \$240,000.

Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as Advisors to the Marina Coast Water District, hereafter “District”, which may require performing any or all of the functions described below:

1. Provide as needed human resources consulting services to the District. Consulting services include implementation of work on identified priority projects, and also include the following activities as needed:
 - 1.1. Provide professional advice regarding best practice to facilitate the effective and compliant administration of District’s personnel rules, human resources related policies and practices, and payroll practices.
 - 1.2. Provide professional guidance and assistance to District staff in the areas of performance management, training development, compensation, and benefits.
 - 1.3. Development and coordination of executive and non-executive level recruitments.
 - 1.4. Review payroll processes and practices to ensure compliance with state and federal laws and best practices.
 - 1.5. Benefit review and analyze of administration; assist with benefit administration.
 - 1.6. Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
 - 1.7. Draft specific documentation relevant to resolving a range of human resources issues; coach managers as needed on effective actions and communications to achieve resolution; coach supervisors on conducting sensitive personnel conversations.
 - 1.8. Draft required communications, including administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and transactions.
 - 1.9. Review of classification descriptions and FLSA designation and recommend updates as needed.
 - 1.10. Conduct salary surveys of comparable agencies.
 - 1.11. Coordinate and assist with leave management, including but not limited to workers’ compensation, medical leaves, and reasonable accommodation.
 - 1.12. As requested, assist with employee/employer relations; assist with labor negotiations
 - 1.13. Update HR systems documentation for current best practices.

- 1.14. Review of the occupational safety policies, resources and administrative systems to ensure legal compliance and best practices.
 - 1.15. Serves as risk manager in matters relating to workers compensation, liability and property damage claims; ensures that safety issues and concerns of employees and the public are addressed.
 - 1.16. Manages the employee relations program and policies to ensure effective supervisory practices, advises and collaborates with managers and supervisors to utilize employee relations best practice strategies, assists with problem solving and the facilitation of conflict resolution.
 - 1.17. Administers the workers compensation program to include management of claims, monitoring employee injuries and accidents and follows up on treatment, procedures and payment of claims.
 - 1.18. Responds to grievances and assists managers and supervisors in administering disciplinary actions.
 - 1.19. Monitors changes in laws, regulations and technology that may affect the human resources function; implements policy and procedural changes as required.
2. Be reasonably available to perform the services during the normal work week. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate District project manager and with the RGS Lead Advisor or Advisors.
 3. RGS will maintain open communication lines with District staff through written documentation, video conference calls, phone, and e-mail.
 4. The District will only be invoiced for the actual hours worked. The work will be done remotely or onsite.
 5. Projects and activities may be modified on request of the District. The District will only be invoiced for the actual hours worked.
 6. The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at Lead Advisor's discretion.

RGS STAFF RATES

CLASSIFICATION	HOURLY RATE
Agency Executive	\$229
Strategic Services Consultant	\$197
Senior Advisor	\$166
Advisor	\$141
Technical Specialist	\$125
Administrative Specialist	\$111

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Appendix B Includes:

Insurance Requirements

Indemnification Agreements / Insurance Requirements

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Appendix B

Insurance Requirements

INDEMNIFICATION AGREEMENTS INSURANCE REQUIREMENTS

AGREEMENTS

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

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

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

- d. Any and all losses, expenses, damages (including damages to the work itself), reasonable attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including reasonable attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

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

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

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

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

GENERAL CONDITIONS

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

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

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as

applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

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

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

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

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

1. **Professional Liability** – Limits no less than One million dollars (\$1,000,000) per occurrence or claim, and Two million dollars (\$2,000,000) policy aggregate. [NOTE: THIS VALUE SHOULD BE ADJUSTED BASED ON VALUE OF PROJECT. UPPER RANGE IS ESTIMATED AT \$5,000,000 WHICH WOULD BE FOR LARGER CONSTRUCTION PROJECTS, E.G., STORAGE TANKS, TREATMENT FACILITIES, LARGE PUMP/LIFT STATIONS.]
2. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

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

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

1. The District, its directors, officers, employees, or authorized volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to Member Water District, its directors, officers, employees, or authorized volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

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

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

Workers' Compensation and Employer's Liability Insurance - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the District. However, DISTRICT acknowledges that CONSULTANT, as a public entity, may satisfy these requirements with self-insurance or self-insured risk pool coverage

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

Evidences of Insurance - Prior to execution of the Agreement, the Consultant shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-4.

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

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

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

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

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

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-E

Meeting Date: June 15, 2026

Prepared By: Derek Cray

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2026-37 for the Purchase of the Locker Room and Restroom Modular Unit for the District's Corporation Yard for FY 2026-2027

Staff Recommendation: Accept the proposal for the purchase of the locker room and restroom modular unit from Mobile Modular, in an amount not-to-exceed \$334,375.95, and authorize the General Manager to sign all necessary documents to effect the purchase within FY 2026-2027.

Background: *Strategic Plan, Goal No. 4.0 Infrastructure: Reliable, Cost-Effective, and Sustainable Facilities and Properties*

The Marina Coast Water District (District) Operations and Maintenance (O&M) staff are based out of the Corporation Yard, located at 2840 4th Avenue. The Administrative and Engineering services were previously located at the Corporation Yard, with professional staff in the administrative building. In 2020, the District Administrative and Engineering staff relocated to the District property at 920 Second Avenue. Following staff relocation, a significant remodel of the Corporation Yard administrative building was completed, allowing the O&M System Operators to move from a failing barracks building into the newly remodeled administrative building. As the administrative building had only one male toilet stall and no locker room, additional facility space was required. Therefore, a modular mobile locker room and restroom building was leased to ensure adequate restroom facilities and provide sufficient changing room space.

Discussion/Analysis: The District entered into a 36-month lease with Vesta Modular (now Mobile Modular) in July 2023 for a 24' x 60' restroom and locker room unit. At the time the District entered into the lease, it was contemplated that the Corporation Yard would be relocated to a different location. Since that time, an alternative concept has been to readjust the current configuration at the Corporation Yard to allow for proper rebuilding and expansion while maintaining a residential-friendly aesthetic.

The current monthly cost of the modular lease is \$7,286.98, and the lease expires in July 2026. Should the District decide to renew the lease, the updated terms would be \$7,070.00 per month for another two years (the lease would renew through July 2028). Should the District decide to purchase the modular in whole, the amount would be \$334,375.95. The total amount that will be paid when the current three-year lease expires is \$329,116.83, which includes the initial delivery and setup fee. Should the District choose to continue leasing the trailer for only an additional 2 years, the additional cost would be approximately \$190,000.00, including breakdown fees. Given the lease cost, the break-even period to own would be approximately 3.6 additional years of leasing (until February 2030).

As the trailer was brand new upon receipt and has a useful life of 25 years, it makes financial sense to purchase it. The District will continue to need the trailer for the foreseeable future, as a new Corporation Yard is most likely three to five years out. Furthermore, the trailer could be incorporated into the final design of the new Corporation Yard, as it would remain a valuable asset, providing an overflow restroom facility during training events.

The purchase of the trailer would be through Sourcewell, which meets all competitive bidding requirements for the District. The District has been a member of Sourcewell since 2013 and has purchased equipment previously through this intergovernmental purchasing program.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel has reviewed the transmittal/resolution and purchase agreement.

Climate Adaptation: The modular heating and water systems use efficient heat pumps. The old barracks that housed the O&M staff had gas-fed heating systems. With the addition of the modular, the gas line feeding the old barracks was permanently shut off, thus reducing greenhouse gas emissions.

Financial Impact: Yes No **Funding Source/Recap:** Funding for the purchase of the modular will come from the Capital Equipment budget for FY 2026-2027. The budget included \$340,000.00. A breakdown of costs by cost center is shown in the table below.

Cost Center	Budgeted Amount	Total Purchase Amount	Remaining Budget
Marina Water	\$95,200.00	\$93,625.27	\$1,574.73
Marina Sewer	\$17,000.00	\$16,718.80	\$281.20
Ord Water	\$187,000.00	\$183,906.77	\$3,093.23
Ord Sewer	\$37,400.00	\$36,781.35	\$618.65
Recycled Water	\$3,400.00	\$3,343.76	\$56.24
Grand Total	\$340,000.00	\$334,375.95	\$5,624.05

Other Considerations: The Board can decide to either continue the lease at the terms described in the discussion/analysis or return the modular and forgo any additional restroom and locker room facilities.

Material Included for Information/Consideration: Resolution No. 2026-37; and, Mobile Modular Proposal.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 15, 2026

Resolution No. 2026-37
Resolution of the Board of Directors
Marina Coast Water District

Approve the Purchase of the Locker Room and Restroom Modular Unit for the District's Corporation Yard for FY 2026-2027

RESOLVED by the Board of Directors ("Board") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on June 15, 2026 at 920 Second Avenue, Suite B, Marina, California.

WHEREAS, the Districts entered into a three-year lease for the rental of a 24' x 60' modular locker room and restroom unit in July 2023 for the Corporation Yard; and,

WHEREAS, the District requires long-term usage of the modular for the Operations and Maintenance department; and,

WHEREAS, the modular has a useful life of 25 years, and the purchase of the unit in lieu of continued leasing is more financially economical in the long term; and,

WHEREAS, the modular unit was budgeted for purchase for fiscal year 2026/2027 for \$340,000.00; and,

WHEREAS, the purchase would be made through Sourcewell, a government entity that falls under the intergovernmental purchasing of the District's procurement policy.

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

1. adopt Resolution No. 2026-37 for the purchase of the locker room and restroom modular unit from Mobile Modular for a total not-to-exceed of \$334,375.95; and,
2. authorize the General Manager to execute all purchase orders after July 1, 2026; and,
3. authorize 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 June 15, 2026, 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. 2026-37 adopted June 15, 2026.

Remleh Scherzinger, Secretary



Mobile Modular Management Corporation
a Division of McGrath RentCorp
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000
www.mobilemodular.com

Purchase Off Rent

Contract: 210052916.1
 Date Printed: 06/04/2026

MOBILE MODULAR SOURCEWELL CONTRACT ID#120822-MMR

Buyer Name & Billing Address	Site Location	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller")
Marina Coast Water District 920 2nd Ave Suite A Marina, CA 93933 Lisette 831-883-5908 Sourcewell Member Account # 84814	Marina Coast Water District 2840 4th Ave Marina, CA 93933 Lisette 831-883-5908 <hr/> Customer PO/Reference: Exp: // By:	Questions? Please Contact: Open Sales Direct Phone: 1 (866) 459-7600 All other inquiries: (925) 606-9000

Product Information

	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 24x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar.</i> OCN 710400546 BID 28711 MFG AMCO STRUCT	1	\$297,885.00	\$297,885.00	Y

Sourcewell 24x60 Restroom/Locker Room Modular Trailer price @ \$270/SF x 1440 = \$388,800.00 (-) minus MM discount \$90,915.00 = \$297,885.00

Charges Upon Delivery:

	Qty	Charge Each	Total One Time	Taxable
Office, 24x60 HCD (NonStd) Fee, License or Registration for Sale	1	\$8,936.59	\$8,936.59	N

Tax: \$27,554.36

Total Sales Price Including Tax: \$334,375.95

Special Notes

Additional Notes:
 Mobile Modular Sourcewell Contract#1208220-MMR. (1) 24x60 Restroom/Locker Modular Trailer, sale price using standard Souvewell pricing (-) minus MM discount. All one-time charges including license or registration for sale, etc. are priced using vendor or self-performed pricing to remain at or below the Sourvewell approved not to exceed RSM means plus 17% Markup.

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full. Prices for units are given "As Is".

Special Terms & Important Contractual Information

- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



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Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("**Seller**") and buyer ("**Buyer**", as described in the Purchase Off Rent Agreement in the section titled "Customer Information") hereby agree to this Purchase Off Rent Agreement and the terms and conditions set forth in the Purchase Off Rent Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Purchase Off Rent Agreement affirms that he/she is duly authorized to execute and commit to this Purchase Off Rent Agreement for the above named Purchase Off Rent.

<p>SELLER:</p> <p align="center">Mobile Modular Management Corporation</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>	<p>BUYER:</p> <p align="center">Marina Coast Water District</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>
---	--

ATTACHMENT A

PURCHASE OFF RENT TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Purchase Off Rent Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. Each such Purchase Off Rent Agreement ("**Agreement**"), shall constitute a separate and independent sale (a "**Sale**") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **TIME PAYMENT; TITLE RETENTION.**

(a) **PURCHASE OFF RENT.** The Equipment sold hereunder is currently in use and leased to Buyer by Seller. Rent on the existing Lease, as identified in the Special Notes section of the Purchase Off Rent Agreement, will continue to accrue until the Purchase Price and any remaining open balances on the Lease have been paid in full. The Purchase Off Rent transaction will not be finalized until Seller has received from Buyer payment in full of the entire Purchase Price as shown in the Purchase Off Rent Agreement and any balances that may be owed on the existing Lease. Upon receipt by Seller of the entire Purchase Price, the transaction will be finalized and the existing Lease will cease.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Purchase Off Rent Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **WAIVER AND INDEMNIFICATION.**

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Neither party shall be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by either party's negligence or delay, which may result from or arise in connection with the use of the Equipment or in connection with the services rendered or received hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Purchase Off Rent Agreement. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

4. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

5. **JURISDICTION.**

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.



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(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.

6. LICENSE AND TRANSFER FEE(S). If so listed on the Purchase Off Rent Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

7. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

8. FEDERAL CONTRACTOR. As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

9. WARRANTY. Equipment, which includes the modular building(s) described in the Product Information section of the Purchase Off Rent Agreement, as well as any associated ramps, stairs, roof, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto, is sold "AS-IS" and "WHERE-IS" and **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR OTHERWISE, EXCEPT AS TO TITLE.**

10. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty shall not be binding upon Seller unless reduced to writing and approved by an authorized representative of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (c) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Purchase Off Rent Terms and Conditions, Rev. 08/22/16

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-F

Meeting Date: June 15, 2026

Prepared By: Mayra Magdaleno

Approved By: Remleh Scherzinger, PE

Reviewed By: Jack Gao, EIT, PMP

Agenda Title: Adopt Resolution No. 2026-38 to Amend the Garney Pacific, Inc. Construction Contract for Phase 1 of the Reservation Road Desalination Plant Renovation Project (CIP #OW-2404)

Staff Recommendation: Adopt Resolution No. 2026-38 to amend the Garney Pacific, Inc. Construction Contract for Phase 1 of the Reservation Road Desalination Plant Renovation Project (CIP #OW-2404).

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.*

OBJECTIVE 4.1: A comprehensive plan guides long-term, cost-effective renewal, replacement, usage, and development of District facilities and properties.

OBJECTIVE 4.2: The comprehensive, long-term facility plan is funded.

The construction contract for Phase 1 of the Reservation Road Desalination Plant Renovation Project was approved by the Board of Directors of Marina Coast Water District (MCWD) on January 21, 2026, as Resolution No. 2026-05. The scope of Phase 1 of the project involves replacing the well pump, piping, and vault, the intake well and brine discharge piping, including pipe inspection and testing and comprehensive facility electrical systems.

Discussion/Analysis: OW-2404 Reservation Road Desalination Plant Renovation Project: As part of the ongoing construction efforts to complete this project, there have been some savings as well as additional expenses due to a refined scope. The pipe sizing changed at various locations and the pipe material changed from Flex Tend to High-Density Polyethylene (HDPE) pipe, resulting in a net credit of approximately \$26,134. Modifications were needed for the intake well vault, intake well casing, and intake line to lower their elevation due to modified constraints from California State Parks. Additional cleaning of a monitoring well (DMW-1) was required for complete rehabilitation and extra electrical cabinets and equipment were deemed to need replacement to support the electrical improvements. Garney’s proposed change order #1 totals \$23,047.52. Staff recommends accepting change order #1, which can be covered by the project’s available budget balance of \$681,479.

Environmental Review Compliance: Notice of Exemption (NOE). The Project is categorically exempt (Class 1.d) “Restoration or rehabilitation of deteriorated or damaged structures, facilities”.

Legal Counsel Review: Legal Counsel reviewed this agenda item.

Climate Adaptation: The District’s goal is to provide projects that address climate change and improve the District’s footprint on the environment. This project will replace aging infrastructure, improving the District’s overall resilience to climate change and supporting the long-term sustainability of the District’s water supply portfolio and the project will provide overall system

reliability and reduce the potential liability of impacts to the sensitive local environment, inefficient operation, and overconsumption of resources.

Financial Impact: Yes No **Funding Source/Recap:** The Project (CIP #OW-2404) is funded in the FY 2025-2026 CIP budget. See table below.

Project	Budget	Spent and Encumbered	Budget Balance Available
OW-2404	\$3,585,000	\$2,903,521	\$681,479

Material Included for Information/Consideration: Resolution No. 2026-38.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 15, 2026
Resolution No. 2026-38
Resolution of the Board of Directors
Marina Coast Water District
Amend the Garney Pacific, Inc. Construction Contract for Phase 1 of the Reservation Road
Desalination Plant Renovation Project (CIP #OW-2404)

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“MCWD” or “District”) at a regular meeting duly called and held on June 15, 2026 at 920 Second Avenue, Marina, California as follows:

WHEREAS, the 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 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, 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, 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 Board of Directors approved the construction contract for Phase 1 of the Reservation Road Desalination Plant Renovation Project on January 21, 2026, as Resolution No. 2026-05; and,

WHEREAS, the scope of Phase 1 of the project involves replacing the well pump, piping, and vault, the intake well and brine discharge piping, including pipe inspection and testing and comprehensive facility electrical systems; and,

WHEREAS, as part of the ongoing construction efforts to complete this project, there have been additional expenses due to a refined scope totaling change order #1, totaling \$23,047.52; and,

WHEREAS, the project’s available budget balance is enough to cover the change order; and,

WHEREAS, to ensure the project’s effective progress, staff recommends approving the change order and amending the construction contract with Garney Pacific, Inc.

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

1. adopt Resolution No. 2026-38 to amend the Garney Pacific, Inc. construction contract for Phase 1 construction of the Reservation Road Desalination Plant Renovation Project (CIP #OW-2404) and approve change order #1, totaling \$23,047.52; and,
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; and,
3. authorize the General Manager to approve all Project contracts related to construction engineering services, environmental studies and monitoring, construction management and inspection services, and additional change orders, provided that in no event shall any change order cause the Project to exceed the Board-approved total Project budget.

PASSED AND ADOPTED on June 15, 2026, 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. 2026-38 adopted June 15, 2026.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-A

Meeting Date: June 15, 2026

Prepared By: Katie Lampkin
Reviewed By: Patrick Breen

Approved By: Remleh Scherzinger, PE

Agenda Title: Conduct a Public Hearing to Receive Public Comment on the Draft 2025 Urban Water Management Plan; Adopt Resolution No. 2026-39 Approving the 2025 Marina Coast Water District Urban Water Management Plan

Staff Recommendation: Conduct a public hearing, receive the draft 2025 Urban Water Management Plan (UWMP) and receive public comments. Following the closure of the public hearing, consider adoption of Resolution No. 2026-39 approving the 2025 UWMP.

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

Pursuant to California law, all wholesale and retail municipal water suppliers serving over 3,000 connections or 3,000 acre-feet of water per year must prepare an Urban Water Management Plan (UWMP) every five years.

The 2020 Marina Coast Water District (MCWD) UWMP was adopted by the Board on June 21, 2021 (Resolution 2021-35).

Updated plans for the 2025 planning cycle must be adopted by July 1, 2026.

In accordance with the California UWMP Act (Water Code §10610, *et seq.*), a notice of public hearing and preparation of the proposed 2025 UWMP was mailed to affected land use jurisdictions in April 2026 and published in the local newspaper, Monterey Herald, in accordance with Gov't. Code §6066 on May 31, 2026 and June 7, 2026.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel has reviewed the transmittal.

Climate Adaptation: Not applicable.

Financial Impact: Yes No **Funding Source/Recap:** Funding of the UWMP was included in the FY 2025-2026 Water Resources Consulting Budget, 01-Marina and 03-Ord.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2026-39; and, 2025 Marina Coast Water District Urban Water Management Plan (provided separately).

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

June 15, 2026

Resolution No. 2026-39
Resolution of the Board of Directors
Approving the Marina Coast Water District
2025 Urban Water Management Plan

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“MCWD”), at a regular meeting duly called and held on June 15, 2026 at 920 Second Avenue, Marina, California as follows:

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq, known as the Urban Water Management Plan Act) during the 1983-84 Regular session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually, prepare an Urban Water Management Plan (UWMP), the primary objective of which is to plan for conservation and efficient use of water; and,

WHEREAS, the District is an urban supplier of water providing water to more than 3,000 customers; and, WHEREAS, the Plan must be adopted, after a public review and hearing, and must be filed with the California Department of Water Resources within thirty days of adoption; and,

WHEREAS, pursuant to Water Code §10642 the District mailed notices to affected cities and to Monterey County Water Resources Agency in April 2026, solicited input from affected land use jurisdictions in which the District serves water, prepared and circulated the 2025 UWMP in June 2026 and published notice of the public hearing in accordance with Gov’t. Code §6066; and

WHEREAS, the MCWD Board of Directors conducted a public hearing to receive public comments regarding the 2025 UWMP on June 15, 2026; and,

WHEREAS, pursuant to Water Code §10632, the UWMP must also contain a Water Shortage Contingency Plan, which the Board of Directors has adopted by separate resolution; and,

WHEREAS, copies of the adopted 2020 UWMP will be transmitted to land use jurisdictions in which the District serves water and the plan shall be made available on the District's website.

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

1. adopt Resolution No. 2026-39 approving the 2025 Urban Water Management Plan; and,
2. authorize and direct the General Manager to file the 2025 Urban Water Management Plan with the California Department of Water Resources within 30 days after this date; and,
3. authorize and direct the General Manager to make such revisions and edits to the 2025 Urban Water Management Plan as the General Manager determines to be in the best interests of the District.

PASSED AND ADOPTED on June 15, 2026, by the Board of Directors of the Marina Coast Water District Groundwater Sustainability Agency by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

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. 2026-39 adopted June 15, 2026.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-B

Meeting Date: June 15, 2026

Prepared By: Remleh Scherzinger, PE

Approved By: N/A

Agenda Title: Review Proposed MCWD Art Policy

Staff Recommendation: Review and consider adoption of the proposed Art Policy

Background: The District does not currently have a policy in place to facilitate the hanging and showcasing of public art pieces at its facilities. Director Smith has been a strong advocate for Art here in the District and has for many months supported the creation of a policy.

In March Director Smith reviewed the policy and provided practical edits which will be incorporated into the District's Standard of Practice for this work.

In April the policy was taken to the Executive Committee for review and to be forwarded on to the Board for consideration. The Committee had a number of questions and concerns regarding implementation of the policy and so the policy was not forwarded to the Board for consideration until the questions given to staff were addressed. Staff is working on resolving the questions currently.

In May, Director Smith requested that the item be brought to the full Board for consideration. Pursuant to the Board Policy Manual section 18 the item is moved forward for consideration.

Discussion/Analysis:

This policy was created from a number of policies taken from various organizations. It is important to note that CSDA does not have a template for this policy and staff was unable to locate another county water agency with one. However, that didn't stop us from cobbling one together.

The executive committee requested that staff look into how CHOMP Foundation and SVMH run their programs. We have yet to be able to set those meetings to gather that information.

The policy still needs; legal review, draft contracts and indemnities, and an identified funding mechanism, but these can be done post adoption of the policy.

Art in the workplace can be a strategic investment that enhances employee well-being, creativity, and organizational culture, leading to measurable benefits for the District. Whether purchased or just displayed it can involve MCWD in the community in a very different but meaningful way.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

Financial Impact: _____ Yes X No **Funding Source/Recap:** N/A

Material Included for Information/Consideration: Art Policy

Action Required: Resolution Motion X Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

MARINA COAST WATER DISTRICT

POLICY MANUAL

POLICY TITLE: Art Display Policy

POLICY NUMBER: 1030

1030.1 Purpose. The purpose of this policy is to enrich the cultural landscape of our community by providing public access to diverse forms of artistic expression. The establishment of an art display within and on the District's premises aims to enhance community identity by showcasing local artists, fostering creativity, and promoting dialogue around various art forms. The District commits to championing cultural equity by ensuring diverse groups have access to our combined creative community.

This policy outlines the guidelines and procedures governing the management and utilization of the public art display space.

1030.2 This policy applies to all individuals and groups interested in exhibiting artwork at or on Marina Coast Water District facilities.

1030.3 Selection Criteria.

- Artwork for exhibition will be selected based on artistic merit, relevance to the community, diversity of perspectives, and adherence to the District's values of inclusivity and respect.
- Artists must reside inside the **District or Monterey County**.
- Artwork must positively reflect the District and the community.
- District will utilize the Request for Proposal process for selection, which will be conducted annually to coincide with the District's fiscal year.
- As part of the RFP process Artists must submit a portfolio of their artwork, an artist statement, and a brief proposal outlining the theme or concept of their exhibition.
- Submissions will be reviewed by the District Board, and a unanimous vote is needed for the piece to be accepted.
- Artists will be notified of the District Board's decision regarding their application. This decision will be final.

1030.4 Exhibition Guidelines.

- Art will be staged in and/or on public spaces in the District
- Installations will be for **12 months from July 1st to June 30th**.
- Artwork must be labeled with the artist's name, title of the piece, and medium.
- If the piece is found objectionable by the Districts employee organizations, it will be removed
- The piece cannot smell, make noise, or flash or in any other way be disruptive to the site or the community

- For pieces located on the interior of District facilities access to the pieces will only be provided when the space is in public use.

1030.5 Conduct and Responsibilities.

- The District will not accept any responsibility for the artwork.
- The District will not be held liable for any loss, theft, or damage to a work that may occur.
- Artists are encouraged to insure their artwork against loss, theft, or damage during the period it is exhibited in the District's offices.
- District will maintain a Digital art gallery for all art hung or staged at the District.
- Artists will be responsible for installation of their work and returning the space free of damage when the exhibition is complete.

1030.6 Amendment and Review.

This policy will be reviewed periodically to ensure its effectiveness and relevance. District may amend this policy in its discretion. District reserves the right to require that placement of Artwork in the District offices complies with applicable laws of California and the United States.