



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

TEL: (831) 384-6131 FAX: (831) 883-5995

DIRECTORS

GAIL MORTON
President

JAN SHRINER
Vice President

HERBERT CORTEZ
BRAD IMAMURA
THOMAS P. MOORE

Agenda

**Regular Board Meeting, Board of Directors
Marina Coast Water District**

and

**Regular Board Meeting, Board of Directors
Marina Coast Water District Groundwater Sustainability Agency
Hybrid Meeting**

**920 2nd Avenue, Suite A, Marina, California
and
Zoom Teleconference**

Monday, June 17, 2024, 6:00 p.m. PST

Staff and Board members will be attending the June 17, 2024 meeting in person. Members of the public may attend the Board meeting in person or can continue to attend remotely via Zoom conference.

Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment on the action item can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, June 17, 2024; such comments will be distributed to the MCWD Board before the meeting.

This meeting may be accessed remotely using the following Zoom link:

https://us02web.zoom.us/j/83686780649?pwd=PBP3v_hFcOjRsY7UqzNNPsSYZnmhOw.RS8tmGb6OHJzwsR9

Passcode: 061583

To participate via phone: 1-669-900-9128; Meeting ID: 836 8678 0649 Passcode: 061583

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

1. Call to Order

2. Roll Call

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road, and 920 2nd Avenue, Suite A, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, June 13, 2024. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5931.

3. Pledge of Allegiance

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

5. Presentation

- A. [Adopt Resolution No. 2024-21 to Recognize Antonio Munoz, System Operator II, for 5 Years of Service to the Marina Coast Water District](#)
(Page 1)

ALL PROTESTS TO THE PROPOSED MARINA COAST WATER DISTRICT WATER AND WASTEWATER RATES MUST BE SUBMITTED TO THE BOARD SECRETARY BY NOT LATER THAN THE CLOSE OF THE PUBLIC HEARING. ANY PROTESTS SUBMITTED AFTER THAT TIME SHALL BE REJECTED AS LATE AND SHALL NOT BE CONSIDERED

OPEN PUBLIC HEARING

6. Public Hearing

- A. [Receive Public Comment on Proposed Increases in District Rates, Fees, and Charges for the Marina Coast Water District's Service Areas](#)
(Page 5)

CLOSE PUBLIC HEARING

7. Staff Report

- A. [General Manager's Verbal Report on the Result of Proposition 218 Protests to the Proposed Increases in District Rates, Fees, and Charges for the Marina Coast Water District's Service Areas](#)
(Page 7)

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

- A. [Adopt Resolution No. 2024-22 Declaring the Results of the Proposition 218 Protest Count for the Proposed Increases in District Rates, Fees, and Charges for the Marina Coast Water District's Service Areas](#)
(Page 8)

- B. [Adopt Resolution No. 2024-23, CEQA Determination that Proposed Ordinance No. 63, Changing District Rates, Fees, and Charges for the Marina Coast Water District Service Areas is exempt under the California Environmental Quality Act, and that the Board authorizes the General Manager to file a Notice of Exemption with the Monterey County Clerk and with the State Clearinghouse.](#)
(Page 11)

- C. [Consider Waiving the Reading of Ordinance No. 63 in its Entirety; and, Consider Second Reading and Adoption of Ordinance No. 63 Approving New District Rates, Fees and Charges for the Marina Coast Water District's Service Areas](#)
(Page 15)
- D. [Adopt Resolution No. 2024-24 to Adopt District Rates, Fees, and Charges for Recycled Water Service](#)
(Page 28)
- E. [Adopt Resolution No. 2024-25 to Adopt the Marina Coast Water District Budget for FY 2024-2025 and Waive Section 6.08.070 of the District Code for FY 2024-2025](#)
(Page 33)
- F. [Adopt Resolution No. 2024-26 to Amend the Construction Contract for the A1/A2 Reservoir and B/C Booster Station Project with Anderson Pacific Engineering Construction, Inc. for the California Avenue Pipeline Construction Work](#)
(Page 37)

9. [Consent Calendar](#)

- A. [Receive and File the Check Register for the Month of May 2024](#)
(Page 46)
- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 20, 2024](#)
(Page 52)
- C. [Adopt Resolution No. 2024-27 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2024-2025](#)
(Page 59)
- D. [Adopt Resolution No. 2024-28 to Amend the FY 2023-2024 Professional Services Agreement with Rauch Communications Consultants, Inc. and Approve FY 2024-2025 Professional Services Agreement with Rauch Communications Consultants, Inc. to Provide Public Relations Services to the District](#)
(Page 65)
- E. [Adopt Resolution No. 2024-29 to Approve New Fees and Charges for Griffith, Masuda & Hobbs Legal Services for 2024 and 2025](#)
(Page 117)
- F. [Adopt Resolution No. 2024-30 to Amend the Capital Improvement Program Budget to Adjust Funding for Imjin Office Park B Side Improvement Project and Solar Array Project](#)
(Page 122)

- 10. 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 removal of the individual responsible.*

11. Closed Session

- A. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Property: Armstrong Ranch Property
Negotiating Parties: Sunberry Growers, LLC. and MCWD Negotiators (Legal Counsel and General Manager)
Under Negotiation: Price and Terms

12. 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.*

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

- A. General Manager's Report
- B. Committee and Board Liaison Reports
 - 1. M1W Board Member Liaison

14. Board Member Requests for Future Agenda Items

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

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

Special Meeting: Tuesday, June 18, 2024, 5:00 p.m.

Regular Meeting: Monday, July 15, 2024, 6:00 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 5-A

Meeting Date: June 17, 2024

Prepared By: Derek Cray

Approved By: Remleh Scherzinger, PE

Agenda Title: Adoption of Resolution No. 2024-21 to Recognize Antonio Munoz, System Operator II, for five years of Service to the Marina Coast Water District

Staff Recommendation: Staff recommends the Board of Directors adopt Resolution No. 2024-21 in recognition of Antonio Munoz for five years of service with the Marina Coast Water District, and presents him with a plaque and gift certificate.

Background: *Strategic Plan– Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

Antonio Munoz started with the Marina Coast Water District (District) as a full-time System Operator I on June 19, 2019. On August 22, 2022, Antonio was promoted to a System Operator II.

Discussion/Analysis: Antonio has been a crucial Operations and Maintenance Department team member during his tenure with the District, and he has used his strong work ethic to help maintain the District’s systems daily. Antonio has a great attitude and is always willing to come in and assist during any emergency, such as a water main break or sewer spill. Antonio has also been involved in several large, in-house rehabilitation projects, such as the Booker Lift Station rehab and the Hatten Lift Station rehab, which helped expedite each project's completion and renew the aging infrastructure. Through his hard work and dedication, Antonio was promoted to his current position as a System Operator II, where he performs special duties in addition to his regular duties, including ongoing maintenance of the District’s air relief valves on the sewer force mains.

Currently, Antonio holds the following professional certifications:

- State Water Resources Control Board (SWRCB) Water Distribution Operator Grade III
- SWRCB Water Treatment Operator Grade II
- California Water Environmental Association (CWEA) Collection System Maintenance Grade II
- AWWA Backflow Assembly Testers and Cross Connection Specialist

Antonio’s calm and cheerful demeanor makes him a pleasure to be around, and he is well-liked by all his coworkers. Antonio’s ongoing commitment and willingness to always help his coworkers and department are a great asset to the organization. It is with great pleasure that we recognize and congratulate Antonio Munoz on his five years of service to the District, and we look forward to many more years together.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: Yes No Funding Source/Recap: Expenditures for a gift card and plaque are allocated across four cost centers: 01-Marina Water, 02-Marina Sewer, 03-Fort Ord Water, and 04-Fort Ord Sewer, in account number 01-035-009.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2024-21.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 17, 2024

Resolution No. 2024-21
Resolution of the Board of Directors
Marina Coast Water District
Recognizing Antonio Munoz, System Operator II,
For Five Years of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 17, 2024, at 920 Second Avenue, Suite A, Marina, California.

WHEREAS, Antonio Munoz joined the District as a System Operator I on June 19, 2019; and,

WHEREAS, on August 22, 2022, Antonio was promoted to a System Operator II; and,

WHEREAS, Antonio performs a wide range of duties in both water distribution and wastewater collections and is always ready and able to respond to emergencies; and,

WHEREAS, Antonio has actively sought out State certifications and currently holds a California Environmental Water Association (CWEA) Collections System Maintenance grade II, State Water Resources Control Board (SWRCB) Water Distribution Operator grade III, SWRCB Water Treatment Plant Operator grade II, and an American Water Works Association, Backflow Tester and Cross Connection Specialist certification; and,

WHEREAS, Antonio has a positive and cheerful attitude that resonates throughout the department, and he is always willing to lend a hand to his fellow coworkers; and,

WHEREAS, Antonio has been a great asset to the District, and we appreciate and recognize his daily hard work.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby recognize and congratulate Antonio Munoz for five years of service to the Marina Coast Water District, hereby presenting him with a gift certificate and plaque and wishes him continued success and many more years with the District.

PASSED AND ADOPTED on June 17, 2024, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-21 adopted June 17, 2024.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 6-A

Meeting Date: June 17, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Receive Public Comment on Proposed Increases in District Rates, Fees, and Charges for the Marina Coast Water District's Service Areas

Staff Recommendation: The Board of Directors hold a Public Hearing to receive public comments and/or protests to the District's proposed increases to rates, fees, and charges for the Marina Coast Water District's service areas.

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

Discussion/Analysis: The Board President will open the Public Hearing and receive comments and/or protests to the District's proposed increases to rates, fees, and charges for the Marina Coast Water District's service areas.

ANY PROTESTS SUBMITTED AFTER THE CLOSE OF THE PUBLIC HEARING SHALL BE REJECTED AS LATE AND SHALL NOT BE CONSIDERED.

After all comments and/or protests have been received, the Board President will declare that the Public Hearing is closed and direct staff to count the valid protests and report to the General Manager.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel reviewed this item.

Climate Adaptation: Not applicable.

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

Other Considerations: None.

Material Included for Information/Consideration: None.

Action Required: _____ Resolution _____ Motion _____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 7-A

Meeting Date: June 17, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: General Manager’s Verbal Report on the Result of Proposition 218 Protests to the Proposed Increases in Rates, Fees, and Charges for the Marina Coast Water District’s Service Areas

Staff Recommendation: The Board of Directors will receive a verbal report from the General Manager on the result of the Proposition 218 protest proceeding for the District’s proposed increases to rates, fees, and charges for the Marina Coast Water District’s service areas from the General Manager.

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

Discussion/Analysis: The General Manager will provide a verbal report on the result of Proposition 218 protest proceeding to determine whether there is or is not a majority protest to the District’s proposed increases in rates, fees, and charges for the Marina Coast Water District’s service areas.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel reviewed this item.

Climate Adaptation: Not applicable.

Financial Impact: Yes No Funding Source/Recap: None

Other Considerations: None.

Material Included for Information/Consideration: None.

Action Required: 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 17, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Consider Adoption of Resolution No. 2024-22 Declaring the Results of the Proposition 218 Protest Count for the Proposed Increases in Rates, Fees, and Charges for the Marina Coast Water District Service Areas

Staff Recommendation: The Board of Directors consider adoption of Resolution No. 2024-22 declaring the results of the Proposition 218 protest count.

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

Detailed Description: The Board of Directors held a Public Hearing at 6:00 p.m. on June 17, 2024 to allow public comment and/or protests on the District’s proposed increase to rates, fees, and charges for Marina Coast Water District service areas.

Following the public comments, the Public Hearing was closed, District staff tallied the valid protests and by this Resolution the Board of Directors will declare the results of the Proposition 218 protest count.

Environmental Review Compliance: None required.

Legal Counsel Review:

Climate Adaptation: Not applicable.

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

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2024-22.

Action Required: ___ Resolution ___ Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 17, 2024

Resolution No. 2024-22
Resolution of the Board of Directors
Marina Coast Water District

Declaring the Results of the Proposition 218 Protest Count for the Proposed Increases
in District Rates, Fees, and Charges for the Marina Coast Water District Service Areas

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 17, 2024 at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, on May 3, 2024, the District mailed notices to all record owners of affected parcels within the Marina Coast Water District service areas that are subject to the proposed rates, fees, and charges for water and wastewater services; and,

WHEREAS, since May 3, 2024, the District has received written protests to the proposed rates, fees, and charges for water and wastewater services; and,

WHEREAS, on June 17, 2024, the Directors of the District held a public hearing to consider objections and comments to the District’s proposed increases to the water and wastewater rates for the Marina Coast Water District service areas; and,

WHEREAS, at the June 17, 2024 public hearing, until the public hearing was closed, the District continued to receive written protests to the proposed rates, fees, and charges for water and wastewater services; and,

WHEREAS, subsequent to the close of the public hearing, the General Manager of the District reported to the Board that the District received a total of __ valid protests from record owners of affected parcels (including tenants) subject to the proposed rates, fees and charges for water and wastewater services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Marina Coast Water District, as follows:

Section 1. Findings. The Board of Directors finds that:

1. there are 6,119 affected parcels within the District subject to the proposed rates, fees and charges for water and wastewater services; and,
2. the District received a total of __ timely-filed written protests; and,
3. of the __ total timely-filed written protests received, __ protests were submitted by record owners of parcels (including tenants) subject to the proposed rates, fees and charges for water and wastewater services.

Section 2. Declaration of Results. The total number of valid written protests timely received by the District do not constitute a majority of the affected parcels subject to the proposed rates, fees and charges for water and wastewater services.

Section 3. Effect of Protests. The effect of the results of the protest count, as specified in Section 2 hereof, is that the Board of Directors, as the legislative body of the District, is

authorized to adopt the proposed rates, fees and charges for water and wastewater services for the Marina Coast Water District service areas.

PASSED AND ADOPTED on June 17, 2024 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-22 adopted June 17, 2024.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-B

Meeting Date: June 17, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Consider Adoption of Resolution No. 2024-23, CEQA Determination that proposed Ordinance No. 63, Changing District Rates, Fees, and Charges for the Marina Coast Water District’s Service Areas are exempt under the California Environmental Quality Act, and that the Board authorizes the General Manager to file a n Notice of Exemption with the Monterey County Clerk and with the State Clearinghouse

Staff Recommendation: The staff recommends that the Board adopts Resolution No. 2024-23, confirming the determination that proposed Ordinance No. 63 is exempt under the California Environmental Quality Act (CEQA) and authorizes the General Manager to proceed with filing a Notice of Exemption.

Background: *Strategic Plan, Strategic Goal 3.1 – Five-Year Financial Plan and Rate Study – To provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources and in environmentally sensitive manner.*

Discussion/Analysis: The proposed Ordinance No. 63 aims to modify the district rates and charges for the Marina Coast Water District’s Service Areas. The adoption of Ordinance No. 63 is exempt from the requirements of the CEQA pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines codified at 14 CCR §15273 because this ordinance pertains to adoption of rates, fees, and charges necessary to maintain services within the District’s existing service areas. Pursuant to Pub. Res. Code §21080(b)(8), one of the exemptions from CEQA is the “...establishment, modification, structuring, restructuring, or approval of rates...” for specified purposes such as maintaining services within MCWD’s service areas.

The Board’s approval of Resolution No. 2024-23 and authorization for the General Manager to file a Notice of Exemption will ensure compliance with CEQA requirements (which includes identifying an exemption) while facilitating the implementation of necessary adjustments to district rates, fees, and charges.

Environmental Review Compliance: None

Legal Review: Legal has reviewed this document.

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

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2024-23.

Action Required: X Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 17, 2024

Resolution No. 2024-23
Resolution of the Board of Directors
Marina Coast Water District
Confirming Exemption of Proposed Ordinance No. 63
under the California Environmental Quality Act

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on June 17, 2024 at 920 Second Avenue, Suite A, Marina California as follows:

WHEREAS, the proposed modifications to District rates, fees and charges for the Marina Coast Water District’s Service Areas, as outlined in proposed Ordinance No. 63 have been reviewed and evaluated; and,

WHEREAS, the adoption of Ordinance No. 63 is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines codified at 14 CCR §15273 because the ordinance pertains to adoption of rates, fees, and charges necessary to maintain services within the District’s existing service areas; and,

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

1. adopt Resolution No. 2024-23 to confirm the exemption of proposed Ordinance No. 63 under the California Environmental Quality Act; and,
2. authorize the General Manager to proceed with filing a Notice of Exemption with the Monterey County Clerk and with the State Clearing house.

PASSED AND ADOPTED on June 17, 2024, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2022-23 adopted June 17, 2024.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-C

Meeting Date: June 17, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Consider Waiving the Reading of Ordinance No. 63 in its Entirety; and, Consider Second Reading and Adoption of Ordinance No. 63 Approving New District Rates, Fees and Charges for the Marina Coast Water District’s Service Areas

Staff Recommendation: Consider waiving the reading of Ordinance No. 63 in its entirety; and, conduct second reading of Ordinance No. 63 and adopt Ordinance No. 63 approving new district rates, fees and charges for the Marina Coast Water District’s Service Areas.

Background: *Strategic Plan, Strategic Goal 3.1 – Five-Year Financial Plan and Rate Study – To provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources and in environmentally sensitive manner.*

On April 29, 2024, the Board approved the 2024 Five-Year Water, Wastewater, and Recycled Water Rate Study. The approved Rate Study called for rate increases for FYs 2024/2025, 2025/2026, 2026/2027, 2027/2028 and 2028/2029 of the Marina Coast Water District Service Areas. The board also approved a Prop 218 notification of proposed rate increases, mailed on May 3, 2024, and a public hearing is scheduled for June 17, 2024.

Discussion/Analysis: The Board is requested to consider waiving the reading of Ordinance No. 63 in its entirety and conduct the second reading and adopt Ordinance No. 63 as the next step in approving new district rates, fees and charges for the Marina Coast Water District’s Service Areas.

Under the ordinance process for codifying rates, fees, and charges for Ord and Marina, the District is required to conduct first and second readings of the proposed ordinance, set a public hearing date on the proposed changes in rates, fees, and charges, and publish the ordinance in the local newspaper. The portion of the proposed District rates for Recycled Water will be adopted by Resolution.

The District’s imposition and administration of the rates, fees and charges set forth in Ordinance 63 shall comply with substantive provisions contained in Section 6(b) of Article XIID of the California Constitution and shall take effect on July 1, 2024.

Environmental Review Compliance: None required.

Legal Counsel Review: District counsel has reviewed the transmittal and draft Ordinance.

Climate Adaptation: Not applicable.

Financial Impact: Yes No Funding Source/Recap: Increase in Water and Sewer rate revenue for the Marina Coast Water District's Service Areas per Ordinance No. 63.

Other Considerations: None.

Material Included for Information/Consideration: Ordinance No. 63.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

MARINA COAST WATER DISTRICT

ORDINANCE NO. 63

AN ORDINANCE AMENDING SECTIONS 6.08.010, 6.08.020, 6.08.030, 6.08.040, 6.08.050, 6.08.060, 6.08.080, 6.08.090, 6.08.100, 6.08.110, 6.12.020, 6.12.030, 6.12.040, 6.12.050, AND 6.16.010 OF THE DISTRICT CODES
CHANGING RATES, FEES AND CHARGES FOR WATER AND SEWER SERVICES
FOR THE MARINA COAST WATER DISTRICT'S SERVICE AREAS

Be it ordained by the Board of Directors of
Marina Coast Water District
as follows:

Section 1. Authority. This Ordinance is enacted pursuant to Sections 30000 and following of the California Water Code, and Section 6 of Article XIII D of the California Constitution.

Section 2. Findings.

A. This ordinance is considered for action by the Board of Directors at a regularly scheduled and noticed meeting. The agenda was posted in accordance with County Water District law with opportunity for public review in advance of the meeting and public comment during consideration of the ordinance by the Board. The District has complied with publication, notice and hearing requirements of Section 6 of Article XIID of the California Constitution and Section 31105 of the California Water Code.

B. The District Code establishes, among other things, water consumption charges, minimum monthly charges, monthly sewer charges, various service charges, and water and sewer capacity charges for the District's customers. Based on the recommendations of the District's General Manager and engineering and financial advisors, and the 2024 5-Year Water, Wastewater and Recycled Water Financial Plan and Rate Study adopted by the Board of Directors on April 29, 2024, revised rates, fees, and charges are necessary to meet operating and capital expenses for sound operation of the District in accordance with Water Code Section 31007 and to enable the District to provide continued water and sewer service within the District's Central Marina service areas.

C. The District's legal counsel advises, and the Board finds, that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines codified at 14 CCR §15273 because this ordinance pertains to adoption of rates, fees and charges necessary to maintain services within the District's existing service area.

D. The rates, fees and charges adopted by this ordinance will not exceed the estimated reasonable costs of providing the services for which the rates, fees or charges are imposed and will not exceed the proportional cost of the service attributable to the parcel receiving the service.

Section 3. Purpose of Ordinance. The purpose of this Ordinance is to revise charges for water and wastewater services for the District's service area. This Ordinance amends Sections 6.08.010, 6.08.020, 6.08.030, 6.08.040, 6.08.050, 6.08.060, 6.08.080, 6.08.090, 6.08.100, 6.08.110, 6.12.020, 6.12.030, 6.12.040, 6.12.050 and 6.16.010 of the District Code.

Section 4. Monthly water rates and charges Section 6.08.010 of the District Code is amended to read as follows:

6.08.010 Monthly water rates and charges.

Water rates and charges shall be fixed by the board of directors from time to time and set forth by ordinance or by resolution at the discretion of the board of directors. If such water rates and charges are adopted by resolution, then the resolution shall state which sections or parts of the District Code is replacing.

Section 5. Water meter connection fee. Section 6.08.020 (A) of the District Code is amended to read as follows:

6.08.020 Water meter connection fee.

A. New meters. Applicant shall provide tapping and water service piping and vault. The district will install the meter in applicant-furnished vault.

Meter size	Meter charge
¾"	\$610.00
1"	\$700.00
1½"	\$790.00
2"	\$1,220.00
3" and larger	Actual direct and indirect cost to district, advance payment to be based on estimated cost.

Effective July 1, 2024, the price will be subject to an annual adjustment based on the percentage change in the Consumer Price Index (CPI) from February of the prior year to February of the current year. This adjustment will occur annually from July 1 through July 1, 2028.

Section 6. Temporary Water Service. Section 6.08.030 (F) of the District Code is hereby amended to read as follows:

6.08.030 Temporary water service.

F. The applicant shall be responsible for district equipment utilized for this purpose and the necessary repair or replacement costs shall be deducted from the applicant's deposit. The applicant is responsible for returning the district equipment and closing the account promptly after the job is complete. If a meter is not returned promptly, the district shall deduct the cost of replacing the meter from the applicant's deposit.

The temporary water fees for Marina and Ord Water shall be as follows:

Fee	Charges (Effective August 1, 2024)
Gate Valve/Meter Deposit	\$813
Minimum Water Consumption Deposit	\$1,372
Set/remove hydrant	Actual Cost
Relocate meter per occurrence	Actual Cost
Meter set, other than fire hydrant	Actual Cost
Minimum monthly service charge	\$123

Effective July 1, 2024, the price will be subject to an annual adjustment based on the percentage change in the Consumer Price Index (CPI) from February of the prior year to February of the current year. This adjustment will occur annually July 1 through July 1, 2028.

Section 7. Repair, replacement and maintenance of hydrants. Section 6.08.040 (A) and (C) of the District Code is hereby amended to read as follows:

6.08.040 Repair, replacement and maintenance of hydrants.

A. Private customers who desire to have the district maintain and repair fire hydrants on private property shall enter into an agreement with the district for that purpose.

Said agreement will in general:

1. Authorize the district to access the property to perform such services;
2. Require the customer to pay the district for all costs incurred in entering into and providing such services;
3. Require a deposit of \$600 at time of execution of the agreement;
4. Require protection by bollards or guard posts should a hydrant be repeatedly damaged. The district may also require that the hydrant be relocated to a less vulnerable location. Such relocation or protection will be paid for by the customer and will be subject to the approval of the local fire protection agency;
5. Limit the liability of the district for loss or damage resulting from the district providing such services to loss or damages resulting from the district's sole negligence in performing such services.

C. Public customers who desire to have the district maintain and repair fire hydrants under the public customer's jurisdiction may have the district provide such service by entering into an agreement to do so and by paying the fees indicated below. Such fees shall cover all costs incurred by the district in providing such maintenance and repair service.

Type of connection	Monthly charge per hydrant
Single/double outlet, all sizes main	\$24.00 per month

Effective July 1, 2024, the price will be subject to an annual adjustment based on the percentage change in the Consumer Price Index (CPI) from February of the prior year to February of the current year. This adjustment will occur annually July 1 through July 1, 2028.

Section 8. Cross-connection control permit. Section 6.08.050 of the District Code is hereby amended to read as follows:

6.08.050 Cross-connection control permit.

Permit fees are as follows:

First backflow prevention device	\$132.00 per year
Each additional backflow prevention device	\$88.00 per year

Effective July 1, 2024, the price will be subject to an annual adjustment based on the percentage change in the Consumer Price Index (CPI) from February of the prior year to February of the current year. This adjustment will occur annually July 1 through July 1, 2028.

Section 9. Fixed monthly service charges Section 6.08.060 of the District Code is hereby amended to read as follows:

6.08.060 Fixed monthly service charges:

The fixed monthly water charges for Marina Water shall be as follows:

Meter Size	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
5/8" & 3/4"	\$42.29	\$50.75	\$60.90	\$65.77	\$71.03
1"	\$65.06	\$78.07	\$93.69	\$101.18	\$109.28
1.5"	\$122.01	\$146.41	\$175.69	\$189.75	\$204.93
2"	\$190.34	\$228.41	\$274.09	\$296.02	\$319.70
3"	\$372.56	\$447.07	\$536.49	\$579.41	\$625.76
4"	\$577.55	\$693.06	\$831.67	\$898.21	\$970.06
6"	\$1,146.99	\$1,376.39	\$1,651.67	\$1,783.80	\$1,926.50
8"	\$1,830.31	\$2,196.37	\$2,635.65	\$2,846.50	\$3,074.22
10"	\$3,196.95	\$3,836.34	\$4,603.61	\$4,971.90	\$5,369.65
12"	\$4,791.37	\$5,749.64	\$6,899.57	\$7,451.54	\$8,047.66

The fixed monthly water charges for Ord Water shall be as follows:

Meter Size	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
5/8" & 3/4"	\$52.34	\$57.57	\$63.33	\$67.13	\$71.16
1"	\$78.61	\$86.47	\$95.12	\$100.83	\$106.87
1.5"	\$144.31	\$158.74	\$174.62	\$185.09	\$196.20
2"	\$223.14	\$245.45	\$270.00	\$286.20	\$303.37
3"	\$433.35	\$476.69	\$524.35	\$555.81	\$589.16
4"	\$669.85	\$736.84	\$810.52	\$859.15	\$910.70
6"	\$1,326.78	\$1,459.46	\$1,605.40	\$1,701.73	\$1,803.83
8"	\$2,115.09	\$2,326.60	\$2,559.26	\$2,712.81	\$2,875.58
10"	\$3,691.72	\$4,060.89	\$4,466.98	\$4,735.00	\$5,019.10
12"	\$5,531.12	\$6,084.23	\$6,692.66	\$7,094.21	\$7,519.87

Section 10. Private fire service. Section 6.08.080 of the District Code is hereby amended to read as follows:

6.08.080 Private fire service.

The monthly charges for Marina Water private fire service shall be as follows:

Meter Size	Meter Charges (Effective August 1, 2024)
1"	\$2.07
1.5"	\$6.01
2"	\$12.82
2.5"	\$23.04
3"	\$37.23
4"	\$79.33
6"	\$230.45
8"	\$491.08

The monthly charges for Ord Water private fire service shall be as follows:

Meter Size	Meter Charges (Effective August 1, 2024)
1”	\$2.97
1.5”	\$8.65
2”	\$18.45
2.5”	\$33.16
3”	\$53.56
4”	\$114.13
6”	\$331.51
8”	\$706.48

Effective July 1, 2024, the price will be subject to an annual adjustment based on the percentage change in the Consumer Price Index (CPI) from February of the prior year to February of the current year. This adjustment will occur annually July 1 through July 1, 2028.

For the purposes of Section 6.08.080, regarding the monthly fire service fees for the Ord and Marina service areas, the term "meter size" means the size of the backflow prevention check valve installed on the private fire service lateral and does not mean the size of the detector bypass meter. If the customer or property owner can show the district, to the satisfaction of the district engineer, that the pipe after the check valve is of a different size than the check valve, then the district can adjust the monthly fire service fee in accordance with the pipe size.

Section 11. Capacity charges for new or modified potable and recycled water service connections. Section 6.08.090 (A) of the District Code is hereby amended to read as follows:

6.08.090 Capacity charges for new or modified potable and recycled water service connections.

- A. The water capacity charge for each equivalent dwelling unit ("EDU", as defined in Section 1.04.010) shall be as follows:

Marina Water service area \$6,800.00 per EDU.

Ord Water service area \$13,900.00 per EDU.

- B. The capacity charges adopted by this code shall each year, commencing on July 1, 2003, and continuing thereafter on each succeeding July 1st, be adjusted by an increment based on the change in the Engineering News Record 20-City Average Construction Cost Index over the prior year, using the index published for the first quarter of the calendar year, and rounded to the nearest twenty-five dollars. The board may, by resolution adopted before the effective date of any annual adjustment, determine that such adjustment shall not be effective for the next succeeding year, or that the adjustment shall be some other amount within the ranges set forth in this code.

[Note: The adjustments to the water capacity charges in "A" are in accordance with "B" which was previously adopted in Ord. 37]

Section 12. Water consumption rates. Section 6.08.100 (A) of the District Code is hereby amended to read as follows:

6.08.100 Water consumption rates.

- A. Water consumption by District Customers shall be measured in units of one hundred cubic feet (seven hundred forty-eight gallons). The quantity charge for water consumption per one hundred cubic feet (HCF) shall be as follows for each service area:

For Marina Water:

Single Family Consumption Charge	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Tier 1	\$4.36 per hcf	\$5.23 per hcf	\$6.28 per hcf	\$6.78 per hcf	\$7.32 per hcf
Tier 2	\$7.00 per hcf	\$8.40 per hcf	\$10.08 per hcf	\$10.89 per hcf	\$11.76 per hcf
Multi-Family and Non-Residential Consumption Charge					
	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Uniform Rate	\$4.64 per hcf	\$5.57 per hcf	\$6.68 per hcf	\$7.22 per hcf	\$7.79 per hcf

For Ord Water:

Single Family Consumption Charge	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Tier 1	\$6.79 per hcf	\$7.47 per hcf	\$8.22 per hcf	\$8.71 per hcf	\$9.23 per hcf
Tier 2	\$10.37 per hcf	\$11.41 per hcf	\$12.55 per hcf	\$13.30 per hcf	\$14.10 per hcf
Multi-Family and Non-Residential Consumption Charge					
	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Uniform Rate	\$7.30 per hcf	\$8.03 per hcf	\$8.83 per hcf	\$9.36 per hcf	\$9.92 per hcf

Section 13. Water shortage surcharge. Section 6.08.110 of the District Code is hereby amended to read as follows:

6.08.110 Water shortage surcharge.

The Water Shortage Surcharges are designed to temporarily modify the then-current water consumption charges during water shortage emergencies and droughts. The Water Shortage Surcharge does not affect the fixed Service Charge. The proposed Water Shortage Surcharges are designed to only go into effect and in the amount of each of the respective Water Shortage Contingency Plans (WSCP) for Marina Water and Ord Water, which define water usage reduction targets by various stages and as determined by the MCWD Board. The analysis for both Services Areas define:

- 1) The water usage reduction goals by water shortage stage.
- 2) The estimated water use reduction during each respective stage.
- 3) The estimated changes in rate revenue for each respective stage.
- 4) The estimated changes in expenditures for each respective stage.

- 5) The proposed Water Shortage Surcharge by stage (expressed as a percent increase to the water consumption charges.
- 6) The proposed reduction in capital spending by stage.
- 7) The anticipated financial deficit that will occur by stage (after accounting for the mitigating measures.

Each of the above steps are detailed in the respective subsections below.

Water Shortage Surcharge by Drought Stage for Marina and Ord
(percentage increase applied to Consumption Charges only)

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
0%	10%	20%	30%	40%

Section 14. Capacity charges for new or modified sewer service connections. Section 6.12.020 (A) and (B) of the District Code is hereby amended to read as follows:

6.12.020 Capacity charges for new or modified sewer service connections.

- A. The collection system capacity charge for residential and equivalent dwelling units ("EDU", as defined in Section 1.04.010) shall be as follows:
 Marina service area \$2,650.00 per EDU.
 Ord service area \$3,575.00 per EDU.
- B. Connector element: \$1,080 per EDU, charged only to properties which will be served by facilities not considered in the adopted facilities plan and which must be constructed by the district.
- C. The capacity charges adopted by this code shall each year, commencing on July 1, 2003, and continuing thereafter on each succeeding July 1st, be adjusted by an increment based on the change in the Engineering News Record 20-City Average Construction Cost Index over the prior year, using the index published for the first quarter of the calendar year, and rounded to the nearest twenty-five dollars. The board may, by resolution adopted before the effective date of any annual adjustment, determine that such adjustment shall not be effective for the next succeeding year, or that the adjustment shall be some other amount within the ranges set forth in this code.

[Note: The adjustments to the capacity charges in "A" are in accordance with "C" which was previously adopted in Ord. 37]

Section 15. Industrial waste discharge permit. Section 6.12.030 of the District Code is hereby amended to read as follows:

6.12.030 Industrial waste discharge permit.

The industrial waste discharge permit charge is \$132 per year.

Section 16. Capacity charge for new and modified sewer service connection. Section 6.12.040 of the District Code is hereby amended to read as follows:

6.12.040 Capacity charge for new and modified sewer service connection.

Table 6.12.040 summarizes the sewer collection system charge.

Table 6.12.040 SEWER CAPACITY CHARGES					
Residential Units					
Marina service area sewer collection system capacity charge \$2,650 per EDU. Ord service area sewer collection system capacity charge \$3,575 per EDU.					
The per unit charge for single-family residential connection is 1 EDU.					
The per unit charge for multiple dwelling, condominium, trailer space, or mobile home is 0.8 EDU. For example, 5 multiple dwelling units equals four (4) EDU's for a capacity fee of \$10,600 when the capacity charge per EDU is \$2,650 in the Marina service area or \$14,300 when the capacity charge per EDU is \$3,575 in the Ord service area.					
Nonresidential Units					
Sewer collection system capacity charge—Based on fixture units as defined in the Uniform Plumbing Code per structure.					
Fixture units are to be assigned based on ultimate plumbing fixtures per approved building plans, regardless of number of fixtures initially installed.					
Each nineteen fixture units are equivalent to one equivalent dwelling unit (EDU).					
A hotel/motel unit is nonresidential.					
The sewer collection system capacity charge is collected at the ratio of one EDU per each nineteen fixture units. For example, twenty-three fixture units equals one point two one (1.21) EDU's for a capacity fee of \$3,207 when the capacity charge per EDU is \$2,650 in the Marina service area or \$4,326 when the capacity charge per EDU is \$3,575 in the Ord service area.					
Each nonresidential connection is a minimum of one EDU.					

Section 17. Wastewater collection rates Section 6.12.050 of the District Code is hereby amended to read as follows:

6.12.050 Wastewater collection rates.

Wastewater collection rates for all classes of customers within the District shall be as follows per month per equivalent dwelling unit (EDU), calculated using the table of user classifications and wastewater demand factors set forth in Appendix D of this code.

Marina Sewer Schedule of Rates

Sewer Charges	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Fixed Monthly Charges (per EDU)	\$9.45	\$10.87	\$12.50	\$13.75	\$15.13
Flow-Based Charges (per hcf)	\$1.85	\$2.13	\$2.45	\$2.70	\$2.97

Ord Sewer Schedule of Rates

Sewer Charges	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Fixed Monthly Charges (per EDU)	\$20.55	\$21.37	\$22.22	\$23.11	\$24.03
Flow-Based Charges (per hcf)	\$4.02	\$4.18	\$4.35	\$4.52	\$4.70

Section 18. Charges for services common to water and sewer service Section (A), (B) and (C) 6.16.010 of the District Code is hereby amended to read as follows:

6.16.010 Charges for services common to water and sewer service.

A. Plan review.

1. The district shall require a fee of \$350 before undertaking a plan review/water conservation review for all existing residential modifications or additions and \$700 for all existing commercial modifications or additions. The district shall require a fee of \$875 before undertaking a plan review for a small project. For a large project, the district shall require a fee of \$875, plus an additional cost as determined by the district engineer, in order to recover the district's actual costs incurred for inspections, plan checks, administrative and legal costs. The applicant shall be advised before the additional cost is incurred and shall be given the option of withdrawing the plans or being billed for the additional cost.
2. The review is intended to provide: (a) an assessment of the proposed connection(s), and (b) an estimate of the development's impact on the district's facilities, (c) an estimate of fire flow rates in the vicinity of the project, and (d) a projection of the project's potential contribution to connection fees or reimbursement agreements.

B. Construction inspection.

1. The district shall require a deposit before undertaking a construction inspection check review of a proposed development. The fee shall be \$875 for a large project, and \$700 for a small project. A small project is defined as a single-family residence, duplex, etc. that is connecting to an existing main, with minimal on-site piping. A large project is defined as a subdivision, an apartment complex, a commercial development, or other project larger than a single-family home. If the construction inspection costs more than the fee, the applicant shall be advised before the additional cost is incurred and shall be given the option of withdrawing the plans or being billed for the additional cost.
2. The applicant will submit actual construction bid data. The submitted data shall be in a unit cost format and shall be certified by both the contractor and the applicant as being the actual costs incurred in furnishing and installing the water and sewer facilities. The water and sewer construction costs must be reviewed and accepted by the district.
3. The applicant shall deposit the appropriate inspection fee with the district at the time that permits are issued. The district will charge expenses incurred in inspecting the

project against this account. Should the district incur costs in excess of the amount deposited, the developer will be required to make additional deposits.

C. Permit fees. Each water service or sewer lateral: \$88.

Section 19. Requirements for Rates, Fees and Charges. The rates, fees and charges adopted by this ordinance shall not exceed the reasonably estimated costs of providing the services for which the rates, fees or charges are imposed.

Section 20. Effective Date. All sections of this Ordinance pertaining to water service rates, fees, and charges shall be in full force and effect thirty (30) days from and after the date of adoption. All sections of this Ordinance pertaining to wastewater service rates, fees, and charges shall be in full force and effect immediately upon adoption in accordance with section 31105(a) of the California Water Code.

Section 21. Publication and Posting. Within 10 days after adoption, the district shall publish, in a newspaper published in Monterey County and circulated within the district, a summary of this ordinance with the names of those directors voting for and against adoption, and shall post in the district office a certified copy of the full text of this ordinance as adopted along with the names of those directors voting for and against adoption.

Section 22. Notice of Exemption Notice of Determination. The Secretary is authorized and directed to give due notice of exemption of this ordinance from the provisions of CEQA, pursuant to Title 14 California Code of Regulations section 15062.

Section 23. Existing Charges. Existing rates, fees and charges in effect when this ordinance is adopted shall remain in effect unless specifically changed by this ordinance.

Section 24. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, or superseded by some other provision of law, such provisions shall be severed from and shall not affect the validity of the remaining provisions of this ordinance. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any other part thereof be unconstitutional or invalid, or superseded by some other provision of law. The parts of this ordinance which are not unconstitutional, invalid, or superseded shall remain in full force and effect and shall be enforced according to their terms.

Section 25. Interpretation. Words and phrases used in this ordinance shall be read conjunctively with and shall have the same meaning as in prior district ordinances and the district Code, unless specifically changed by this ordinance or unless the context requires some other construction. If there is any inconsistency between this ordinance and prior provisions, this ordinance shall control.

Section 26. Annual Modification of Rates and Charges. All rates, fees and charges specified in this ordinance are the maximum amounts that may be imposed by the District for the applicable time period. The Board of Directors as part of its review and adoption of the annual District budget may determine by resolution to impose less than the applicable rate, fee or charge set forth in this ordinance for all or a portion of time period covered by that District budget.

On motion of _____, seconded by _____, the foregoing Ordinance is enacted and shall take effect on July 1, 2024 by the following roll call of the Board:

Ayes: _____

Noes: _____

Absent: _____

Abstained: _____

By: _____
Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that the foregoing Ordinance was adopted and approved by the Board of Directors at their regular meeting on June 17, 2024.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-D

Meeting Date: June 17, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2024-24 to Adopt District Rates, Fees, and Charges for Recycled Water Service

Staff Recommendation: The Board of Directors adopt Resolution No. 2024-24 to approve the recycled water rates, fees, and charges for FY 2024/2025 – FY 2028/2029.

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

Discussion/Analysis: The Board of Directors approved a Professional Services Agreement with Hilderbrand Consulting to conduct a five-year rate study to establish rates for Water, Wastewater, and Recycled Water. Three rate study workshops were conducted by the Board on February 22, 2024, March 12, 2024, and April 17, 2024, during which Mr. Mark Hilderbrand from Hilderbrand Consulting, presented the methods used in the rate study to determine the cost of service, revenue requirements, and a rate structure, as well as recycled water rates that support the goals and objectives of the District’s recycled water system.

On April 29, 2024, the Board adopted Resolution No. 2024-17, adopting the 2024 Five-Year Water, Wastewater, and Recycled Water Financial Plan and Rate Study and setting a public hearing for June 17, 2024. Proposition 218 notifications were mailed to the affected parcel owners on May 3, 2024, which informed them of the proposed rates and the June 17, 2024 hearing at which the Board would receive public comments and objections. Additionally, the proposed rates for water, sewer, and other fees, which are also part of the rate study, will be adopted through Ordinance No. 63.

The Board is requested to adopt Resolution No. 2024-24 to adopt District rates, fees, and charges for the Recycled Water System cost center for FY 2024/2025 – FY 2028/2029. Included with Resolution No. 2024-24 is Exhibit A which is a listing of the Proposed Recycled Water Rates, Fees, and Charges.

Environmental Review Compliance: None required.

Legal Counsel Review: District Counsel has reviewed the transmittal and the FY2024 Water, Wastewater & Recycled Water Rate Study.

Climate Adaptation: Not applicable.

Financial Impact: X Yes No Funding Source/Recap: Represents rates used to calculate Recycled Water Sales revenue for FY 2024-2025 through FY 2028-2029.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2024-24; and, the FY 2024 Water, Wastewater & Recycled Water Rate Study schedule of Recycled Water Rates.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

June 17, 2024

Resolution No. 2024-24
Resolution of the Board of Directors
Marina Coast Water District
Adopting Recycled Water Rates, Fees, and Charges
For FY 2024/2025 – 2028/2029

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on June 17, 2024 at 920 Second Avenue, Suite A, Marina California as follows:

WHEREAS, the Board of Directors approved a Professional Services Agreement with Hilderbrand Consulting to perform a five-year recycled water rate study to establish rates for water, wastewater and recycled water system; and,

WHEREAS, Hilderbrand Consulting provided the methods used in the rate study to determine the cost of service and revenue requirements and a rate structure and recycled water rates that support the goals and objectives of the District’s recycled water system; and,

WHEREAS, on April 29, 2024 the Board adopted Resolution No. 2024-17 adopting the 2024 Five-Year Water, Wastewater, Recycled Water Financial Plan and Rate Study; and,

WHEREAS, on May, 3 2024, Proposition 218 notifications were mailed to the affected parcel owners, informing them of the proposed rates and the public hearing to be held on June 17, 2024.

WHEREAS, the new recycled water rates, fees, and charges are set forth in attached Exhibit A, which is incorporated herein by reference, for recycled water services of the District for FY 2024/2025 through FY 2028/2029; and,

WHEREAS, the proposed new recycled water rates, fees, and charges are consistent with the District Rate Study, dated April 29, 2024, and with the new water and sewer rates, fees, and charges the District adopted for the Marina and Ord service areas through Ordinance No. 63; and,

WHEREAS, the District’s imposition and administration of the recycled water rates, fees, and charges set forth in attached Exhibit A shall comply with the substantive provisions contained in Section 6(b) of Article XIID of the California Constitution; and,

WHEREAS, the District’s legal counsel advises, and the Board finds, that adoption of this resolution is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines codified at 14 CCR §15273 because the resolution pertains to the adoption of charges necessary to maintain services within the District’s existing service areas.

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

1. adopt Resolution No. 2024-24 and adopt the recycled water rates, fees, and charges, as set forth in attached Exhibit A for recycled water services to the District’s service areas; and,

2. the rates, fees, and charges authorized by this Resolution shall not exceed the estimated reasonable costs of providing the services for which the rates, fees, or charges are imposed.

3. Notice of Exemption. The Secretary is authorized and directed to give due notice of exemption of this resolution from the provisions of CEQA, pursuant to Title 14 California Code of Regulations section 15062.

4. Effective Date. All sections of this Resolution shall be in full force and effect on July 1, 2024.

PASSED AND ADOPTED on June 17, 2024 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-24 adopted June 17, 2024.

Remleh Scherzinger, Secretary

Recycled Water Schedule of Rates

Schedule RW-3

	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Consumption Charge (\$/hcf)					
Per HCF	\$7.10	\$7.46	\$7.83	\$8.22	\$8.63
Fixed Monthly Service Charges					
5/8" meter	\$55.13	\$57.89	\$60.78	\$63.82	\$67.01
3/4" meter	\$55.13	\$57.89	\$60.78	\$63.82	\$67.01
1" meter	\$78.16	\$82.07	\$86.17	\$90.48	\$95.00
1.5" meter	\$135.77	\$142.56	\$149.69	\$157.17	\$165.03
2" meter	\$204.90	\$215.15	\$225.91	\$237.21	\$249.07
3" meter	\$423.78	\$444.97	\$467.22	\$490.58	\$515.11
4" meter	\$746.36	\$783.68	\$822.86	\$864.00	\$907.20
6" meter	\$1,518.25	\$1,594.16	\$1,673.87	\$1,757.56	\$1,845.44
8" meter	\$3,246.34	\$3,408.66	\$3,579.09	\$3,758.04	\$3,945.94
10" meter	\$4,694.47	\$4,929.19	\$5,175.65	\$5,434.43	\$5,706.15
12" meter	\$5,918.77	\$6,214.71	\$6,525.45	\$6,851.72	\$7,194.31

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-E

Meeting Date: June 17, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2024-25 to Adopt the Marina Coast Water District Budget for FY 2024-2025 and Waive Section 6.08.070 of the District Code for FY 2024-2025

Staff Recommendation: Adopt Resolution No. 2024-25 to adopt Marina Coast Water District budget for FY 2024-2025 and waive Section 6.08.070 of the District Code for FY 2024-2025.

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

On February 19, 2024 staff set the date for the FY 2024-2025 Budget Workshop for April 22, 2024. However, due to the five-year rate study and staff updates to the capital improvement program, the budget workshop was rescheduled to May 20, 2024.

Discussion/Analysis: Based on Board discussion from the May 20th Budget Workshop and further refinements from staff, the FY 2024-2025 has been updated and included for the Board’s review. A detailed list of line-item revisions from the May 20th version of the FY 2024-2025 Budget has been included for the Board’s consideration.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

Other Considerations: None.

Materials Included for Information/Consideration: Resolution No. 2024-25; List of Revisions to the May 20, 2024 version of the FY 2024-2025 District Budget; and FY 2024-2025 District Budget dated June 17, 2024 (provided separately).

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 17, 2024

Resolution No. 2024-25
Resolution of the Board of Directors
Marina Coast Water District
Adopting the Marina Coast Water District Budget for FY 2024-2025 and
Waive Section 6.08.070 of the District Code for FY 2024-2025

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), a regular meeting duly called and held on June 19, 2024 at 920 Second Avenue, Suite A, Marina California as follows:

WHEREAS, staff prepared and presented the FY 2024-2025 District Budget that includes projected revenues, expenditures, and capital improvement projects for the six cost centers of the District’s Water, Wastewater, Recycled Water systems, and the MCWD Groundwater Sustainability Agency; and,

WHEREAS, rates, fees and charges; excluding capacity fees for the Marina and Ord Communities were adopted by the Board in Ordinance 63; and,

WHEREAS, Recycled Water rates; excluding capacity fees were adopted by Board in Resolution No. 2024-25; and,

WHEREAS, the District Board reviewed the proposed FY 2024-2025 Budget on May 20, 2024, and provided updates to the document which have been incorporated; and,

WHEREAS, Section 6.08.070 of the District Code provides that twenty-five percent of all monthly charges collected by the District shall be used for long-term water supply projects, but that this requirement may be waived by the Board on an annual basis; and,

WHEREAS, the Board finds, based on projected funding mechanisms and requirements, that is in the District’s interest to waive the requirements of Section 6.08.070 of the District Code for FY 2024-2025.

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

1. adopt Resolution No. 2024-25 to adopt the FY 2024-2025 Budget of the Marina Coast Water District; and,
2. waive Section 6.08.070 of the District Code for FY 2024-2025.

PASSED AND ADOPTED on June 17, 2024, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-25 adopted June 17, 2024.

Remleh Scherzinger, Secretary

List of Changes from May 20th Budget Version:

1. Page 7 – Map – corrected typo on “Del Ray Oaks”
2. Page 29 – Other Fees and Charges page – updated budget book figures to match updated figures on Ordinance 63
3. Page 66 – Engineering Department Page – updated narrative
4. Page 146 – FY2025 Salary Schedule – deleted duplicate position – “System Operator II Cross”

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-F

Meeting Date: June 17, 2024

Prepared By: Garrett Haertel, PE

Approved By: Remleh Scherzinger PE

Agenda Title: Adopt Resolution No. 2024-26 to Amend the Construction Contract for the A1/A2 Reservoir and B/C Booster Station Project with Anderson Pacific Engineering Construction, Inc. for the California Avenue Pipeline Construction Work

Staff Recommendation: Adopt Resolution No. 2024-26 to amend the Construction Contract for the A1/A2 Reservoir and B/C Booster Station Project (CIP # GW-0112) with Anderson Pacific Engineering Construction, Inc. (APEC) for the California Avenue Pipeline construction work.

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

The A1/A2 Reservoirs and B/C Booster Pump Station Project (the Project) includes two new 1.6-million-gallon potable water storage tanks (reservoirs) and a new B/C Booster Pump Station (BPS) to be situated on recorded easements granted to the District from California State University, Monterey Bay (CSUMB). The A1/A2 reservoirs will replace the existing Sand Tank and will subsidize the Intermediate Tank's A Zone storage capacity. The new BPS will pump water from the new reservoirs to the existing B and C pressure zone reservoirs and distribution systems.

The existing B/C Booster Pump Station and Sand Tank facilities has exceeded its useful life and is required to be replaced. The Sand Tank acts as a forebay for water to be pumped by the existing B/C pump station up to zones B, C, and D.

On March 15, 2021, the Board authorized the A1/A2 Reservoir and B/C Booster Station project by approving Resolution No. 2021-16 to authorize a construction contract with APEC.

In November 2023, Operations and Maintenance staff discovered the existing transmission pipeline that conveys water from the Intermediate Tank Site and eastern Well Field (Wells 30, 31, 34, & 35) was broken near the Sand Tank Site. During the repairs to the transmission main O&M attempted to utilize a secondary 18" transmission main which was found to be unserviceable.

This pipeline will replace the two failing transmission mains and relocate the services into the public Right of Way. The main transmission conveyance for the new A1/A2 Tanks and the B/C Booster Station will be the main facility serving the entirety of the District potable water system.

District Operations is very concerned that using the existing pipeline (when the new pump station comes online) will lead to a total failure of the existing line. The system can be realigned in the event of a failure but that can only be temporary.

Operations staff consulted the with Engineering staff and determined the best course of action was to recommend to the Board the replacement of the existing transmission mains to the Sand tank with a new 24 Inch Ductile Iron Pipeline (DIP) primarily located in California Avenue in the City of Marina. The new pipeline route and size was recommended in the Board approved 2020 Water Master Plan and replaces two 18” transmission mains.

Discussion/Analysis: The installation of this new pipeline will need to be completed prior to the new A1/A2 Reservoir and B/C Booster Station coming online since demands on the existing pipe could lead to a complete failure of the conveyance pipeline.

In an effort to expedite this work the District has already engaged Schaaf & Wheeler Consulting Civil Engineers (the A1/A2 Reservoir and B/C Booster Station Project engineering design firm) to design the new pipeline around the Sand Tank site to avoid the deficiency; and, the Board awarded the material costs for this work on December 28, 2023 for \$643,499.59.

The remaining cost for this work was received from APEC on June 5, 2024 with detailed explanation and back-ups. Staff has estimated the total amount of the installation and has the budget necessary within the FY 2023/2024 budget for CIP GW-0112 to complete the installation.

Environmental Review Compliance: The MCWD Board of Directors approved a final EIR for the A1/A2 Reservoir B/C Booster Station project on March 15, 2021. This pipeline project is categorically exempt from CEQA review pursuant to CEQA Guidelines sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), and 15061 (Common Sense).

Legal Counsel Review: Counsel has reviewed the proposed amendment transmittal.

Climate Adaptation: The A1/A2 Reservoir B/C Booster Station project will reduce the District’s electricity consumption and associated impact by installing new more efficient water pumps to serve the upper elevations of the District’s service area significantly reducing the District’s electrical demand.

Financial Impact: Yes No **Funding Source/Recap:** The total contracted amount for A1/A2 Reservoir B/C Booster Station Construction contract with APEC is \$12,986,500. This amendment increases the contract budget by \$1,146,975 for a total proposed construction contract budget of \$14,133,475 Current FY 2023/2024 capital improvement project budget for project CIP#GW-0112 has available funding for this project. The total proposed 2024 budget for the project is \$14,133,475. The majority of the remaining budget is encumbered in the unpaid construction contract balance, existing design contracts, construction management contracts, and is forecasted to be utilized to complete the project in FY 2024/2025. The overall project budget will be adjusted at 2024/2025 mid-year based on the final funding needs of the project.

Other Considerations: None.

Materials Included for Information/Consideration: Resolution No. 2024-26; APEC Cost Proposal for the California Ave. 24-inch Water Main Extension per plan by Schaaf & Wheeler Consulting Civil Engineers dated February 2024.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 17, 2024

Resolution No. 2024-26
Resolution of the Board of Directors
Marina Coast Water District

Amend the Construction Contract for the A1/A2 Reservoir and B/C Booster Station Project with Anderson Pacific Engineering Construction, Inc. for California Avenue Pipeline Construction

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District at a regular meeting duly called and held on June 17, 2024 at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, the Board authorized the A1/A2 Reservoir and B/C Booster Station project by approving Resolution No. 2021-16 to authorize a construction contract with Anderson Pacific Engineering Construction, Inc. (APEC); and,

WHEREAS, District Operations staff has determined the existing transmission pipeline that conveys water for the District potable water system near the Sand Tank needs replacement prior to the A1/A2 Reservoir and B/C Booster Station project coming online; and,

WHEREAS, District staff engaged an engineer and received a design of a 24-inch transmission pipeline around the Sand Tank Site primarily in California Avenue in the City of Marina; and,

WHEREAS, staff recommends utilizing the contractor (APEC) to install the pipeline in the City of Marina; and,

WHEREAS, the contractor has provided pricing for the construction of California Avenue pipeline with suitable backup and has been reviewed and accepted; and,

WHEREAS, District staff recommend that the Board find the Project exempt from the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.), pursuant to the CEQA Guidelines (Cal. Code Regs., tit. 14, div. 6, ch. 3), sections 15301, 15302, and 15061, subdivision (b)(3); and,

WHEREAS, the Directors determine the Project is categorically exempt from CEQA pursuant to the CEQA Guidelines, sections 15301, 15302 and 15061, subdivision (b)(3); and,

WHEREAS, the Board adopted Resolution No. 2023-51 to amend the Construction Contract for the A1/A2 Reservoir and B/C Booster Station Project (CIP # GW-0112) with APEC for the Purchase of California Avenue Pipeline Materials.

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

1. authorize District staff to file a Notice of Exemption (NOE) under CEQA with the County and with State Clearinghouse; and,
2. adopt Resolution No. 2024-26 to Amend the Construction Contract for the A1/A2 Reservoir and B/C Booster Station Project with APEC for the California Avenue Pipeline construction work; and,

3. authorize the General Manager to execute an amendment to the construction contract for the A1/A2 Reservoir and B/C Booster Station Project with APEC for the construction of California Avenue Pipeline work for a total amended dollar amount not-to-exceed \$14,133,475, and 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 17, 2024, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-26 adopted June 17, 2024.

Remleh Scherzinger, Secretary

June 5, 2024

Marina Coast Water District
c/o Psomas
11 Reservation Road
Marina, CA 93933-2099

Attn: Jonathan Barrera
Re: A1/A2 Reservoirs and B/C Booster Pump Station Project
CIP GW-0112
REVISION 02

Mr. Barrera:

As requested, Anderson Pacific Engineering Construction (APEC) is providing a cost proposal for the California Avenue 24-inch Water Main Extension per plans by Schaaf & Wheeler dated February 2024. These costs are provided in the table below.

Proposed Change Order #38.2

1	Mobilization, Bond, Insurance, Supervision, Demobilization	1	LS	@	\$75,000.00	/LS	=	\$75,000.00
2	Traffic Control (TC Plans, Day/Night Detours)	1	LS	@	\$125,000.00	/LS	=	\$125,000.00
3	Sheeting, Shoring, and Bracing	1	LS	@	\$8,000.00	/LS	=	\$8,000.00
4	Pothole Existing Utilities	15	EA	@	\$2,000.00	/EA	=	\$30,000.00
5	24-inch DIP Water Main	1,685	LF	@	\$295.00	/LF	=	\$497,075.00
6	Connections to Existing Mains	2	EA	@	\$10,000.00	/EA	=	\$20,000.00
7	2" ARV Assembly	1	EA	@	\$19,000.00	/EA	=	\$19,000.00
8	Replace RW Blowoff Assembly <ALLOWANCE>	1	LS	@	\$5,000.00	/LS	=	\$5,000.00
9	Demo/Abandon Existing Water Line	1	LS	@	\$14,000.00	/LS	=	\$14,000.00
10	4" Trench Resurfacing (T-Cut)	8,790	SF	@	\$15.00	/SF	=	\$131,850.00
11	1-1/2" Trench Resurfacing (T-Cap)	14,650	SF	@	\$9.00	/SF	=	\$131,850.00
12	Type II Micro-Surfacing	25,200	SF	@	\$1.00	/SF	=	\$25,200.00
13	Striping Restoration	1	LS	@	\$35,000.00	/LS	=	\$35,000.00
14	Encroachment Permit <ALLOWANCE>	1	LS	@	\$20,000.00	/LS	=	\$20,000.00
15	Construction Staking <ALLOWANCE>	1	LS	@	\$10,000.00	/LS	=	\$10,000.00
					Total Cost		=	\$1,146,975.00

Conditions and Exclusions:

- Allowances are provided for three (3) items.

- Item 8 – Replace RW Blowoff Assembly – Not enough information available. Requires locating leak and determining needed repairs. Work can be performed on time and material basis to locate and repair leak. \$5,000 allowance provided.
- Item 14 – Encroachment Permit - \$20,000 allowance provided. Actual amount to be determined by the City of Marina upon issuance of encroachment permit.
- Item 15 – Construction Staking - \$10,000 allowance provided. MCWD to determine if surveying will be required or if 24-inch water main can be laid out with MCWD staff and District Engineer.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9

Meeting Date: June 17, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Consent Calendar

Staff Recommendation: Approve the Consent Calendar as presented.

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of May 2024
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 20, 2024
- C) Adopt Resolution No. 2024-27 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY2024-2025
- D) Adopt Resolution No. 2024-28 to Amend the FY 2023-2024 Professional Services Agreement with Rauch Communications Consultants, Inc. and Approve FY 2024-2025 Professional Services Agreement with Rauch Communications Consultants, Inc. to provide Public Relations Services to the District
- E) Adopt Resolution No. 2024-29 to Approve New Fees and Charges for Griffith, Masuda & Hobbs Legal Services for 2024 and 2025
- F) Adopt Resolution No. 2024-30 to Amend the Capital Improvement Program Budget to Adjust Funding for Imjin Office Park B Side Improvement Project and Solar Array Project

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 2024; draft minutes of May 20, 2024; Resolution No. 2024-27; CalPERS Classic and PEPR Actuarial Valuation for FY 2024-2025; Resolution No. 2024-28; Amendment No. 1 to FY 2023-2024 Professional Services Agreement and Cost Proposal from RCC; FY 2024-2025 Professional Services Agreement and Cost Proposal from RCC; Resolution No. 2024-29; and, Resolution No. 2024-30.

Action Required: _____Resolution X Motion _____Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-A

Meeting Date: June 17, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

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

Staff Recommendation: Receive and file the May 2024 expenditures totaling \$4,611,758.12.

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

Discussion/Analysis: These expenditures were paid in May 2024 and the Board is requested to receive and file the check register. There were a few notable purchases in May as stated below:

1. Check No 75354 – Construction Payment to Anderson Pacific Engineering Construction in the amount of \$884,465.04 for the A1/A2 Tanks B/C Booster Project
2. Wire Payment in the amount of \$2,402,800.00 for the 2015 Series A and 2019 Series Bond Payments

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

Other Consideration: None.

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

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

MAY 2024 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
05/02/2024	75300	Check Register	155.00
05/06/2024	75301 - 75323	Check Register	98,504.94
05/14/2024	ACH	Friedman & Springwater LLP	208,481.37
05/14/2024	75324 - 75348	Check Register	257,151.27
05/20/2024	75349 - 75375	Check Register	943,955.97
05/22/2024	Wire	U.S. Bank National Association	2,402,800.00
05/29/2024	75376 - 75394	Check Register	35,227.74
05/10/2024	ACH	Payroll Direct Deposit	144,956.78
05/10/2024	ACH	CalPERS	36,751.57
05/10/2024	ACH	Empower Retirement	17,787.12
05/10/2024	ACH	Internal Revenue Service	61,177.25
05/10/2024	ACH	State of California - EDD	13,743.95
05/10/2024	ACH	WageWorks, Inc.	1,299.16
05/10/2024	501688	Check Register	863.00
05/14/2024	501689 - 501701	Check Register	103,026.68
05/17/2024	501702 - 501703	Board Compensation Checks and Direct Deposit	1,200.53
05/17/2024	ACH	Internal Revenue Service	198.94
05/20/2024	501704 - 501709	Check Register	2,686.42
05/24/2024	ACH	Payroll Direct Deposit	140,102.87
05/24/2024	ACH	CalPERS	35,725.24
05/24/2024	ACH	Empower Retirement	15,558.25
05/24/2024	ACH	Internal Revenue Service	57,342.54
05/24/2024	ACH	State of California - EDD	17,866.04
05/24/2024	ACH	WageWorks, Inc.	1,299.16
05/29/2024	501710 - 501711	Check Register	13,896.33
TOTAL DISBURSEMENTS			<u>4,611,758.12</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
75300	04/30/2024	05/02/2024	City of Marina	Tate Park Lift Station - Soil Boring Permit	155.00
75301	04/30/2024	05/06/2024	Ace Hardware of Watsonville, Inc.	General Operations/ Maintenance Supplies	470.50
75302	04/11/2024	05/06/2024	Denise Duffy & Associates, Inc.	Parcel Surveying - B2 Zone Tank 07/2023 - 03/2024	2,541.95
75303	03/15/2024	05/06/2024	Monterey Peninsula Engineering	Overflow Pipe Repair - Reservoir 2	6,491.66
75304	04/16/2024	05/06/2024	Monterey Bay Analytical Services	Laboratory Testing	924.00
75305	04/22/2024	05/06/2024	Rauch Communication Consultants, Inc.	Public Relations 01/2024	16,086.55
75306	03/17/2024	05/06/2024	Master Meter, Inc.	Annual Software Subscription 05/2024 - 04/2025	4,235.00
75307	04/18/2024	05/06/2024	Conservation Rebate Program	3252 Estrella Del Mar Way - Toilet Rebate	75.00
75308	04/04/2024	05/06/2024	Harris & Associates	Developers (Dunes 1B Promenade, Dunes 2 East, Dunes 2 North, Home2 Suites, Terracina/ UV 1 (Imjin), VTC Lightfighter Village)	15,831.88
75309	04/05/2024	05/06/2024	Orkin Central Coast	IOP Pest Control 04/2024	113.00
75310	04/15/2024	05/06/2024	Wallace Group	Developer (Wathen-Castanos Homes)	543.31
75311	04/28/2024	05/06/2024	O'Reilly Automotive Stores, Inc.	General Operations/ Maintenance Supplies	46.40
75312	04/16/2024	05/06/2024	Sabre Backflow, LLC	General Operations/ Maintenance Supplies	357.55
75313	04/15/2024	05/06/2024	Richards, Watson & Gershon	Legal Services 03/2024	4,052.50
75314	04/25/2024	05/06/2024	U.S. Bank National Association	IOP Office Copier Lease 04/20 - 05/19	287.34
75315	04/16/2024	05/06/2024	Monterey Bay Technologies, Inc.	IT Support Services 04/2024, Annual Software Subscription 03/2024 - 02/2025	5,982.00
75316	04/29/2024	05/06/2024	ICONIX Waterworks (US), Inc.	D-Zone Booster Pump Replacement - Expansion Joint, Limit Rods, DI Spool; (5) Repair Clamps, Clear/ Green Pipe, (20) Meter Box Lids, Ball Corp, (4) Couplers, General Operations/ Maintenance Supplies	20,778.62
75317	04/13/2024	05/06/2024	GovInvest, Inc.	OPEB, GASB 75 Report Services - Fiscal Year 2024	3,750.00
75318	04/08/2024	05/06/2024	Psomas	Construction Management - A1/A2 Tanks B/C Booster	8,219.60
75319	05/01/2024	05/06/2024	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 05/2024	1,700.00
75320	04/08/2024	05/06/2024	Todd Groundwater	Development of Testing, Sampling, Rehab Specifications - Well 12 03/2024	647.50
75321	04/18/2024	05/06/2024	BSK Associates	Laboratory Testing	2,332.00
75322	04/03/2024	05/06/2024	Federal Processing Registry, Inc.	System for Award Management Renewal 07/2024 - 06/2029	1,999.00
75323	04/10/2024	05/06/2024	Southland Industries	Thermostat Troubleshooting, Fan Coil Unit Service - BLM	1,039.58
ACH	04/09/2024	05/14/2024	Friedman & Springwater LLP	Legal Services 03/2024	208,481.37
75324	04/25/2024	05/14/2024	Quinn Company	Annual Load Bank Testing - (3) Generators	3,150.00
75325	05/01/2024	05/14/2024	Carlons Fire Extinguisher	First Aid Supplies	266.79
75326	05/01/2024	05/14/2024	Jane's Answering Service	Answering Service 04/03 - 04/30	303.69
75327	04/30/2024	05/14/2024	Peninsula Welding & Medical Supply, Inc.	(2) Gas Cylinder Tank Rental Fees	25.80
75328	04/30/2024	05/14/2024	Monterey Bay Analytical Services	Laboratory Testing	1,594.00
75329	04/18/2024	05/14/2024	Verizon Wireless	Cell Phone Service 04/2024	841.90
75330	04/04/2024	05/14/2024	Harris & Associates	Coe Ave Pipeline Upsizing - Inspection Services 03/2024; Developers (Dunes 2 West, Enclave Phase 3)	21,886.38
75331	04/29/2024	05/14/2024	American Supply Company	Janitorial Supplies	356.10
75332	05/05/2024	05/14/2024	McGrath Rent Corp.	Locker Room Trailer Rental - Ord Office 05/2024	7,286.98

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
75333	03/29/2024	05/14/2024	Calcon Systems, Inc.	PLC Programming - Hatten LS; Video Cards, Hardware; Annual Software Subscription 01/2024 - 12/2024	2,251.78
75334	04/08/2024	05/14/2024	U.S. Bank Corporate Payment Systems	Computer Supplies - IT, Conservation, Engineering, Customer Service, O&M; 2024 AWWA Conference/ Exposition - (4) O&M; 2024 SGMA Implementation Summit/ Workshop - WR Manager; ACWA Wellness Program Supplies - All Staff; Replacement Generator, Pulley - Vehicle #1501; Monthly/ Annual Software Services; General Supplies	19,830.19
75335	04/15/2024	05/14/2024	Remy Moose Manley, LLP	Legal Services 03/2024	72,189.27
75336	04/16/2024	05/14/2024	Griffith, Masuda & Hobbs	Legal Services 03/2024	26,956.93
75337	04/24/2024	05/14/2024	Topes Tree Service, Inc.	Trailer Rental, Concrete - D Booster	323.24
75338	04/17/2024	05/14/2024	Western Exterminator Company	Pest Control - Beach Office 04/2024	119.60
75339	05/05/2024	05/14/2024	Everbank, N.A.	Ord Office Copier Lease 05/2024	251.28
75340	04/30/2024	05/14/2024	Iron Mountain, Inc.	Shredding Service 04/2024	711.92
75341	04/22/2024	05/14/2024	AT&T	Phone and Alarm Line Services 04/2024	121.70
75342	04/17/2024	05/14/2024	EKI Environment & Water, Inc.	Monterey Subbasin Groundwater Sustainability Plan Implementation 03/2024	58,620.00
75343	04/22/2024	05/14/2024	Ferguson Enterprises, Inc.	Brass Waterworks Supplies	459.29
75344	04/25/2024	05/14/2024	WEX Bank	Fleet Gasoline 04/2024	6,915.69
75345	04/23/2024	05/14/2024	BSK Associates	Laboratory Testing	822.00
75346	04/24/2024	05/14/2024	Parra Environmental Training	Asbestos Cement Pipe Refresher/ Initial Class	3,550.00
75347	04/21/2024	05/14/2024	T-Mobile	Cell Phone Service 04/2024; Cellular Services 02/19 - 03/18	2,066.74
75348	04/02/2024	05/14/2024	Hildebrand Consulting, LLC	2024 Cost Allocation Plan 03/2024 - 04/2024; Water, Wastewater, Recycled Water Rate Study 04/2024	26,250.00
75349	04/30/2024	05/20/2024	Quinn Company	Annual Load Bank Testing - (2) Generators	4,100.00
75350	04/19/2024	05/20/2024	Salinas Valley Ford	Vehicle Inspection - Vehicle #1401	195.00
75351	05/10/2024	05/20/2024	PG&E	Electric Service 04/2024	2,458.57
75352	04/16/2024	05/20/2024	Grainger	General Operations/ Maintenance Supplies	278.93
75353	05/07/2024	05/20/2024	Pitney Bowes Purchase Power (Postage)	Postage Meter Refill	1,006.00
75354	02/14/2024	05/20/2024	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #27	884,465.04
75355	05/03/2024	05/20/2024	Orkin Central Coast	BLM/ IOP Pest Control 05/2024	227.00
75356	04/30/2024	05/20/2024	DataProse, LLC	Customer Billing Statements 04/2024	6,258.78
75357	04/30/2024	05/20/2024	Collins Electrical Company, Inc.	Flood Light Replacement - BLM	4,378.00
75358	05/06/2024	05/20/2024	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	975.63
75359	05/03/2024	05/20/2024	Val's Plumbing & Heating, Inc.	Mop Sink Replacement - BLM	2,766.00
75360	04/19/2024	05/20/2024	Calcon Systems, Inc.	Control/ Communications Programming, PLC Replacement - Well Field; Software Report Repairs/ Configuration	20,712.61
75361	05/14/2024	05/20/2024	Daiohs USA	Coffee Supplies	413.60
75362	04/30/2024	05/20/2024	American Language Services	2023 Consumer Confidence Report - Translation Services	3,538.00
75363	04/04/2024	05/20/2024	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	220.80
75364	05/02/2024	05/20/2024	Aleshire & Wynder, LLP	Legal Services 04/2024	82.50

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
75365	04/30/2024	05/20/2024	Peninsula Messenger LLC	Courier Service 05/2024	276.00
75366	04/30/2024	05/20/2024	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 04/2024	400.95
75367	05/01/2024	05/20/2024	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 04/2024	5,470.00
75368	04/30/2024	05/20/2024	Johnson Electronics	BLM Fire Alarm Monitoring 04/2024 - 06/2024	84.00
75369	03/02/2023	05/20/2024	Scudder Roofing Co.	Roof Repair - IOP Office	703.16
75370	05/01/2024	05/20/2024	Verizon Connect NWF, Inc.	GPS Service - (37) Fleet Vehicles 03/2024 - 04/2024	1,406.00
75371	05/06/2024	05/20/2024	BSK Associates	Laboratory Testing	850.00
75372	05/01/2024	05/20/2024	Kysmet Security & Patrol, Inc.	Security Patrol Services - MCWD Offices 03/2024 - 04/2024	600.00
75373	05/08/2024	05/20/2024	Office Depot Business Credit	Office Supplies	1,211.44
75374	02/17/2024	05/20/2024	Customer Refund	Refund Check - 235 Harben Cir	30.00
75375	05/01/2024	05/20/2024	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 05/2024	847.96
Wire	04/09/2024	05/22/2024	U.S. Bank National Association	2015 Series A and 2019 Series Bond Payments	2,402,800.00
75376	04/30/2024	05/29/2024	Insight Planners	Web Development/ Maintenance and Hosting 04/2024	1,554.00
75377	05/06/2024	05/29/2024	MBS Business Systems	Copier Maintenance 05/02 - 08/11	3,566.87
75378	03/06/2024	05/29/2024	Harris & Associates	Developer (Enclave Phase 3)	8,558.94
75379	05/01/2024	05/29/2024	Maynard Group	Network Support 05/2024	5,412.11
75380	05/03/2024	05/29/2024	Univar Solutions USA, Inc.	(627) gals Chlorine - Intermediate Reservoir	2,113.68
75381	04/30/2024	05/29/2024	Pacific Ag Rentals LLC	Mobile Restroom Rental - Beach Office 04/2024	94.31
75382	05/01/2024	05/29/2024	East Bay Tire Co.	(2) Tire Replacements - Vehicle #2001	1,104.58
75383	04/30/2024	05/29/2024	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
75384	05/01/2024	05/29/2024	Della Mora Heating Sheet Metal & Air Conditioning	Heater Inspection, Repair - Ord Office	979.79
75385	05/07/2024	05/29/2024	Marina Tire & Auto Repair	Oil Change - Vehicles 1802, 2301, 2303	265.29
75386	05/16/2024	05/29/2024	U.S. Bank National Association	Beach Office Copier Lease 05/10 - 06/09	275.32
75387	05/06/2024	05/29/2024	Topes Tree Service, Inc.	Trailer Rental, Concrete - 456 Edna Ct	261.82
75388	04/28/2024	05/29/2024	AT&T	Phone and Alarm Line Services 04/2024	129.30
75389	05/01/2024	05/29/2024	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 05/2024	500.00
75390	04/30/2024	05/29/2024	AutoZone Parts, Inc.	General Operations/ Maintenance Supplies	19.06
75391	04/30/2024	05/29/2024	SBRK Finance Holdings, Inc.	CivicPay/ IVR Transaction Fees 04/2024	2,311.50
75392	05/08/2024	05/29/2024	Interstate Battery of San Jose	(2) Batteries - Well 29	121.33
75393	04/30/2024	05/29/2024	Regional Government Services Authority	Grant Management/ Accounting Services 04/2024	6,573.84
75394	05/08/2024	05/29/2024	Todd Groundwater	Development of Testing, Sampling, Rehab Specifications - Well 12 04/2024	167.50
ACH	05/10/2024	05/10/2024	Payroll Direct Deposit	Payroll Ending 05/03/24	144,956.78
ACH	05/10/2024	05/10/2024	CalPERS	Payroll Ending 05/03/24	36,751.57
ACH	05/10/2024	05/10/2024	Empower Retirement	Payroll Ending 05/03/24	17,787.12
ACH	05/10/2024	05/10/2024	Internal Revenue Service	Payroll Ending 05/03/24	61,177.25
ACH	05/10/2024	05/10/2024	State of California - EDD	Payroll Ending 05/03/24	13,743.95
ACH	05/10/2024	05/10/2024	WageWorks, Inc.	Payroll Ending 05/03/24	1,299.16
501688	05/10/2024	05/10/2024	Teamsters Local Union No. 856	Payroll Ending 05/03/24	863.00
501689	04/17/2024	05/14/2024	Becks Shoe Store, Inc. - Salinas	Boot Benefit - O&M	213.58

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
501690	05/02/2024	05/14/2024	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 06/2024	92,578.97
501691	05/02/2024	05/14/2024	CWEA - Monterey Bay Section	Membership Renewals, Grade IV Collection System Certification Renewal	555.00
501692	04/25/2024	05/14/2024	AFLAC	Employee Paid Benefits 04/2024	1,781.22
501693	04/17/2024	05/14/2024	Principal Life	Employee Paid Benefits 05/2024	335.12
501694	04/30/2024	05/14/2024	Justifacts Credential Verification, Inc.	Background Check - New Hire	212.75
501695	04/11/2024	05/14/2024	Lincoln National Life Insurance Company	Life, Disability, AD&D Insurance 05/2024	3,396.12
501696	04/19/2024	05/14/2024	Employee Reimbursement	Boot Benefit - Water Resources	277.95
501697	04/24/2024	05/14/2024	WageWorks, Inc.	FSA Admin Fees 04/2024	176.00
501698	04/24/2024	05/14/2024	Federico Embroidery	Uniform Benefit - (7) Administration, Water Resources	1,978.33
501699	04/17/2024	05/14/2024	Transamerica Life Insurance Company	Employee Paid Benefits 04/2024	313.96
501700	04/30/2024	05/14/2024	Cintas Corporation No. 630	Uniforms, Towels, Rugs 04/2024	1,107.68
501701	04/16/2024	05/14/2024	Agile Occupational Medicine, PC	Pre-Employment - New Hire	100.00
501702 - 501703	05/17/2024	05/17/2024	Board Compensation Checks and Direct Deposit	Board Compensation 04/2024	1,200.53
ACH	05/17/2024	05/17/2024	Internal Revenue Service	Board Compensation 04/2024	198.94
501704	05/03/2024	05/20/2024	Becks Shoe Store, Inc. - Salinas	Boot Benefit - (2) O&M	445.74
501705	05/07/2024	05/20/2024	CWEA - Monterey Bay Section	Membership Renewal, Grade II/III Collection System Certification Renewals	432.00
501706	05/16/2024	05/20/2024	Employee Reimbursement	2024 ACWA Spring Conference/ Expo Hotel, Mileage	1,141.21
501707	04/22/2024	05/20/2024	Federico Embroidery	Uniform Benefit - (2) Engineering	258.47
501708	05/02/2024	05/20/2024	Agile Occupational Medicine, PC	Drug Test (DOT) - O&M	115.00
501709	04/21/2024	05/20/2024	Language Testing International Inc.	Language Testing/ Spanish - (2) O&M	294.00
ACH	05/24/2024	05/24/2024	Payroll Direct Deposit	Payroll Ending 05/17/24	140,102.87
ACH	05/24/2024	05/24/2024	CalPERS	Payroll Ending 05/17/24	35,725.24
ACH	05/24/2024	05/24/2024	Empower Retirement	Payroll Ending 05/17/24	15,558.25
ACH	05/24/2024	05/24/2024	Internal Revenue Service	Payroll Ending 05/17/24	57,342.54
ACH	05/24/2024	05/24/2024	State of California - EDD	Payroll Ending 05/17/24	17,866.04
ACH	05/24/2024	05/24/2024	WageWorks, Inc.	Payroll Ending 05/17/24	1,299.16
501710	05/21/2024	05/29/2024	Employee Reimbursement	2024 SGMA Implementation Summit/ Workshop Per Diem Meals	172.50
501711	04/30/2024	05/29/2024	Regional Government Services Authority	Advertisements - Engineering Technician, Project Manager; Human Resource Consulting Services 04/2024	13,723.83
Total Disbursements for May 2024					4,611,758.12

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-B

Meeting Date: June 17, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 20, 2024

Staff Recommendation: Approve the draft minutes of the May 20, 2024 regular joint Board/GSA meeting.

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

Discussion/Analysis: The draft minutes of May 20, 2024 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of May 20, 2024.

Action Required: ____ Resolution X Motion ____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
May 20, 2024

Draft Minutes

1. Call to Order:

President Morton called the meeting to order at 6:02 p.m. on May 20, 2024 both in-person at 920 2nd Avenue, Suite A, Marina, California; and, via Zoom teleconference.

2. Roll Call:

Board Members Present:

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

Board Members Absent:

Brad Imamura

Staff Members Present:

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

Audience Members:

Vera Nelson, EKI Environment and Water
Phil Clark, Seaside Resident
Doug Yount, Shea Homes
Jewelina Fletcher, CSUMB Student
Abby Ostovar, Montgomery & Associates
Victoria Hermosilla, Montgomery & Associates
Piret Harmon, SVBGSA
Liesbeth Visscher, Marina City Councilmember
Kathy Biala, Marina City Councilmember
Layne Long, Marina City Manager
Don Hofer, Shea Homes

Agenda Item 2 (continued):

Andy Sterbenz, Schaaf & Wheeler Consulting Civil Engineers
Steve Lucas
Marc Kelly
Tobias Osborne, MCWD

3. Introduction of New Hires:

Ms. Mary Lagasca, Director of Administrative Services, introduced Mr. Reinel Lagman who was recently hired to fill the Financial Analyst position with the District. Mr. Lagman has over 13 years of experience in finance and accounting and a BA in Business Administration.

4. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:06 p.m. to discuss the following item:

5. Closed Session:

- A. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Property: Armstrong Ranch Property
Negotiating Parties: Sunberry Growers, LLC. and MCWD Negotiators (Legal Counsel and General Manager)
Under Negotiation: Price and Terms

The Board ended closed session at 7:15 p.m. President Morton reconvened the meeting to open session at 7:18 p.m.

6. Reportable Actions Taken During Closed Session:

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

- A. Adopt Resolution No. 2024-18 to Approve a Twelve-Year Farm Lease with Sunberry Growers, LLC. for the District's Parcel 175011049000:

Mr. Remleh Scherzinger, General Manager, introduced this item and read an amended Resolution.

Vice President Shriner made a motion to Adopt Resolution No. 2024-18 to Approve a Twelve-Year Farm Lease with Sunberry Growers, LLC. for the District's Parcel 175011049000 as amended. Director Cortez seconded the motion. The motion was passed by the following vote:

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

7. Pledge of Allegiance:

President Morton asked Ms. Piret Harmon, SVBGSA, to lead everyone present in the pledge of allegiance.

8. Oral Communications:

There were no public comments.

9. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Item:

1. Receive a Presentation on the Deep Aquifer Study:

Mr. Patrick Breen, Water Resources Manager, introduced this item and Ms. Abby Ostovar and Ms. Victoria Hermosilla, Montgomery & Associates. Ms. Ostovar gave a brief background and Ms. Hermosilla gave the presentation. The Board asked clarifying questions regarding how the aquifers are connected and replenished and how the modeling for the aquifers work.

Ms. Jewelia Fletcher, CSUMB Student, asked where this information on the deep aquifer is located, and how can the public help reduce the amount of groundwater extraction while maximizing their usage.

Mr. Doug Yount, Shea Homes, asked what if it was known when a significant issue in the 900' aquifer would be realized at the current extraction and demand rate, with regards to overdraft and seawater intrusion. Ms. Ostovar answered that the 900' aquifer is susceptible to seawater intrusion, but there is no way to put a timeframe on it.

Ms. Kathy Biala, Marina Councilmember, questioned who the largest user in the deep aquifer was. Ms. Harmon answered that the pumping was 2/3 agriculture and 1/3 urban. Ms. Biala also inquired about measuring levels and if there is any land subsidence within the aquifer. Ms. Ostovar stated there was no subsidence within the Salinas Valley.

2. Adopt Resolution No. 2024-GSA02 to Amend the FY 2023/2024 Operating Budget and Approve a Professional Services Agreement with EKI Environment & Water, Inc. to Provide Updates to the Regional Seawater Intrusion Computer Model:

Mr. Breen introduced this item.

Director Moore made a motion to adopt Resolution No. 2024-GSA02 to Amend the FY 2023/2024 Operating Budget and Approve a Professional Services Agreement with EKI Environment & Water, Inc. to Provide Updates to the Regional Seawater Intrusion Computer Model. Vice President Shriner seconded the motion.

Agenda Item 9-A2 (continued):

The motion was passed by the following vote:

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

10. Return to Marina Coast Water District Matters:

11. Consent Calendar:

Vice President Shriner made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of April 2024; B) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of April 17, 2024; C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of April 22, 2024; D) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of April 29, 2024; E) Receive the First Quarter Investment Report for Calendar Year 2024; F) Adopt Resolution No. 2024-19 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 4 Development in Seaside, CA; and, G) Adopt Resolution No. 2024-20 Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election Set for November 5, 2024. Director Moore seconded the motion. The motion was passed by the following vote:

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

12. Action Items:

- A. Adopt Resolution No. 2024-21 to Amend the FY 2023-2024 Capital Improvement Budget to Fund Water and Sewer Improvements Coinciding with the City of Marina's Imjin Parkway Widening Project:

Mr. Garrett Haertel, District Engineer, introduced this item.

President Morton made a motion to adopt Resolution No. 2024-21 to Amend the FY 2023-2024 Capital Improvement Budget to Fund Water and Sewer Improvements Coinciding with the City of Marina's Imjin Parkway Widening Project. Director Moore seconded the motion. The motion was passed by the following vote:

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

B. Consider the Introduction and First Reading of Ordinance No. 63, An Ordinance Amending Title 6 of the Marina Coast Water District Code:

Ms. Lagasca introduced this item and reviewed the proposed Ordinance.

Director Cortez made a motion to waive the reading of Ordinance No. 63, An Ordinance Amending Sections 6.08.010, 6.08.020, 6.08.030, 6.08.040, 6.08.050, 6.08.060, 6.08.080, 6.08.090, 6.08.100, 6.08.110, 6.12.020, 6.12.030, 6.12.040, 6.12.050, and 6.16.010 of the District Codes Changing Rates, Fees and Charges for Water and Sewer Services for the Marina Coast Water District Service Areas. Director Moore seconded the motion. The motion was passed by the following vote:

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

13. Budget Workshop:

A. Receive Presentation on the Proposed FY 2024-2025 District Budget and Provide Direction Regarding Preparation of the Final Budget Documents:

Ms. Lagasca introduced this item and noted that she would only highlight the budget assumptions, budget summary, CIP and reserves. The Board asked clarifying questions.

Director Moore made a motion to continue the meeting past 10:00 p.m. to end at 10:05 p.m. Director Cortez seconded the motion. Director Moore amended his motion to end the meeting at 10:10 p.m. Director Cortez seconded the amended motion. The amended motion was passed by the following vote:

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

Mr. Yount asked when the CIP project OS-010 1st Avenue 30” sewer line would be completed; questioned the CIP OW-2401 corporation yard demo/restoration item on the scope and time frame; and clarified that the number of anticipated 2025 development units is 84 not 97 for the Dunes 1B Rooftops, and that all of the affordable housing units will be completed by FY 2024. Mr. Haertel answered that the 1st Avenue sewer line project will be completed contingent upon working with multiple players with the hopes it will be done expeditiously. He stated that as to the corporation yard, it was contingent on the availability of possible sites, or the District would look into refurbishing the current offices. President Morton stated that staff would reach out to Shea Homes for clarification on Mr. Younts comments regarding the number of proposed developments.

14. Informational Items:

A. General Manager's Report:

Mr. Scherzinger reported the following:

1. the District was invited to join NAWI which is the Berkley Labs water group;
2. he and Mr. Breen attended the ACWA State Legislative Committee conference in which the Governor gave a presentation, and Wade Crowfoot was also there;
3. the District is aware of a 15M Water Bond and looking to get portion of that bond;
4. the District will be working with Feldman & Rolapp to get the new bond ready for release in August;
5. requested to present the proposed rate increase at the City of Marina Council meeting in June;
6. will soon meet with the interim Seaside City Manager;
7. having successful meetings with the SVBGSA;
8. there is finally a successful Easement Agreement with CSUMB and PG&E which will allow the A1/A2 project to finally commence;
9. met with Fred Meurer regarding a non-profit project with NPS, Innovation Center, regarding water supply;
10. met with the City of Monterey to discuss the homes on South Boundary Road.

Items 14-B, 15, and 16 were not discussed.

17. Adjournment:

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

APPROVED:

Gail Morton, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-C

Meeting Date: June 17, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2024-27 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY2024-2025

Staff Recommendation: The Board of Directors adopt Resolution No. 2024-27 to approve prepayment of the District's FY2024-2025 CalPERS annual employer unfunded accrued liability contribution in the amount of \$395,328.

Background: *Strategic Plan, Objective No. 4 – To manage the District's finances in the most effective and fiscally responsible manner.*

The Miscellaneous Plan of the Marina Coast Water District (Plan) is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), which acts as a common investment and administrative agent for participating public employers within the State of California.

The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount. The UAL amount represents the difference between the Plan's Accrued Liability and the Market Value of the Plan's Assets, amortized over 30 years. The UAL is invoiced by CalPERS monthly with an option to prepay the annual amount by July 31st, discounted at 3% of the annual amount.

Discussion/Analysis: Staff is requesting the Board to adopt Resolution No. 2024-27 to approve the UAL prepayment for FY 2024-25, to take advantage of the 3% discount of \$13,220. Since the District has started this practice of prepaying CalPERS Unfunded Accrued Liability (UAL), the District has saved a total of \$67,928 over the last eight years.

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 2024-2025 Operating Budget of Marina and Ord Cost Centers.

Other Consideration: None.

Material Included for Information/Consideration: Resolution No. 2024-27, and CalPERS Classic and PEPR Actuarial Valuation - Required Employer Contributions for FY2024-2025.

Action Required: X Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

June 17, 2024

Resolution No. 2024-27
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 2024-2025 in the amount of \$395,328

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on June 17, 2024 at 920 Second Avenue, Suite A, Marina California as follows:

WHEREAS, the Miscellaneous Plan of the Marina Coast Water District is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California; and,

WHEREAS, the total minimum required employer contribution is the sum of the Plan’s Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) contribution amount. The UAL amount represents the difference between the Plan’s Accrued Liability and the Market Value of the Plan’s Assets amortized over 30 years;

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

WHEREAS, by prepaying the UAL for FY 2024-2025 the District will realize a savings of \$13,220 plus the cost to process twelve invoices instead of one invoice.

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 2024-2025 CalPERS annual employer unfunded accrued liability contribution in the amount of \$395,328.

PASSED AND ADOPTED on June 17, 2024 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-27 adopted June 17, 2024.

Remleh Scherzinger, Secretary

Required Contributions

	Fiscal Year 2024-25
Required Employer Contributions	
Employer Normal Cost Rate	10.71%
<i>Plus</i>	
Required Payment on Amortization Bases ¹	\$402,742
<i>Paid either as</i>	
1) Monthly Payment	\$33,561.83
<i>Or</i>	
2) Annual Prepayment Option*	\$389,710
<p><i>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) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i></p> <p><i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</i></p>	

	Fiscal Year 2023-24	Fiscal Year 2024-25
Development of Normal Cost as a Percentage of Payroll		
Base Total Normal Cost for Formula	17.03%	17.08%
Surcharge for Class 1 Benefits ²		
a) FAC 1	0.56%	0.56%
Phase out of Normal Cost Difference ³	0.00%	0.00%
Plan's Total Normal Cost	<u>17.59%</u>	<u>17.64%</u>
Offset Due to Employee Contributions	<u>6.93%</u>	<u>6.93%</u>
Employer Normal Cost Rate	10.66%	10.71%

¹ The required payment on amortization bases does not take into account any additional discretionary payment made after April 28, 2023.

² Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges.

³ When a rate plan joins the pool, the difference in normal cost between the pool and the rate plan is phased out over a five-year period in accordance with the CalPERS contribution allocation policy.

Required Contributions

	Fiscal Year 2024-25
Required Employer Contributions	
Employer Normal Cost Rate	7.87%
<i>Plus</i>	
Required Payment on Amortization Bases ¹	\$5,806
<i>Paid either as</i>	
1) Monthly Payment	\$483.83
<i>Or</i>	
2) Annual Prepayment Option*	\$5,618
Required PEPRA Member Contribution Rate	7.75%
<p><i>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) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i></p> <p><i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</i></p> <p><i>For additional detail regarding the determination of the required contribution rate for PEPRA members, see "PEPRA Member Contribution Rates" section.</i></p>	

	Fiscal Year 2023-24	Fiscal Year 2024-25
Development of Normal Cost as a Percentage of Payroll		
Base Total Normal Cost for Formula	15.43%	15.62%
Surcharge for Class 1 Benefits ²		
None	0.00%	0.00%
Phase out of Normal Cost Difference ³	0.00%	0.00%
Plan's Total Normal Cost	<u>15.43%</u>	<u>15.62%</u>
Offset Due to Employee Contributions	<u>7.75%</u>	<u>7.75%</u>
Employer Normal Cost Rate	7.68%	7.87%

¹ The required payment on amortization bases does not take into account any additional discretionary payment made after April 28, 2023.

² Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges.

³ When a rate plan joins the pool, the difference in normal cost between the pool and the rate plan is phased out over a five-year period in accordance with the CalPERS contribution allocation policy.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-D

Meeting Date: June 17, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2024-28 to Amend the FY 2023-2024 Professional Services Agreement with Rauch Communications Consultants, Inc. and Approve FY 2024-2025 Professional Services Agreement with Rauch Communications Consultants, Inc. to provide Public Relations Services to the District

Staff Recommendation: Adopt Resolution No. 2024-28 to approve the FY 2023-2024 contract amendment and approve a FY 2024-2025 Professional Services Agreement with Rauch Communications, Inc.

Background: *Strategic Plan, Goal 4.0 – Strategic Partners and Public Affairs – Our objective is to build our relationship with the State, Federal, Regional, SVBGSA and Local public and non-profit agencies. Our strategy in the areas of strategic partners and public affairs is to communicate in a positive way, including active listening and encouraging open discussions and schedule regular meetings.*

On June 19, 2023, the Board approved a contract with Rauch Communication Consultants, Inc. (RCC) to provide public relations and community outreach services to the District for FY 2023-2024. Over the last two years, RCC has provided excellent outreach services with regards to press releases, social media, e-blasts, the Coastal Commission Hearing, the FY 2024 Water, Wastewater and Recycled Water Study, etc.

Discussion/Analysis: Staff is requesting to amend the FY 2023-24 Professional Services Agreement with RCC to increase the current contract by \$38,306.78. This increase is due to the additional meetings and public relations activities related to Proposition 218, and the 2024 Water, Wastewater and Recycled Water Rate Study which was not part of the original scope of the FY 2023-2024 contract.

In addition, staff is also requesting the Board to approve the FY 2024-2025 Professional Services Agreement with RCC in the amount of \$187,768.00 to provide continued public relation services to the District.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: X Yes No **Funding Source/Recap:** Funded through FY 2023-2024 & FY 2024-2025 Operating Budget of Marina and Ord Cost Centers.

Other Consideration: None.

Material Included for Information/Consideration: Resolution No. 2024-28; Amendment No. 1 to FY 2023-2024 Professional Services Agreement and Cost Proposal from RCC; FY 2024-2025 Professional Services Agreement and Cost Proposal from RCC.

Action Required: X Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 17, 2024

Resolution No. 2024-28
Resolution of the Board of Directors
Marina Coast Water District
Approving the Contract Amendment between Marina Coast Water District and Rauch
Communication Consultants, Inc. 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 17, 2024 at 920 Second Avenue, Suite A, 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, the need exists for a strategic approach to communication to ensure the District is able to clearly and concisely deliver its messages to stakeholders and ratepayers to ensure they understand and appreciate the valuable services provided by the District; and,

WHEREAS, it has been determined that there is a need to amend the Agreement for Professional Services between Marina Coast Water District and Rauch Communication Consultants, Inc. for Public Relations; and,

WHEREAS, the proposed amendment, outlines specific changes to the existing contract; and,

WHEREAS, the amendment is necessary to accommodate the additional demand for public engagement and numerous in-person meetings related to Proposition 218 and 2024 Rate Water, Wastewater and Recycled Water Study; and,

WHEREAS, the amendment includes a lump sum amount of \$38,306.78 to ensure that the purchase order balance sufficiently covers the remaining term of the contract; and,

WHEREAS, staff is pleased to provide a scope of work and proposal from Rauch Communication Consultants, Inc. for fiscal year 2024-2025.

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

1. adopt Resolution No. 2024-28 approving an amendment to the FY 2023-2024 Professional Services Agreement with Rauch Communications Consultants, Inc. to provide additional public relations services at a cost not-to-exceed \$38,306.78 and approving the FY 2024-2025 Professional Services Agreement with Rauch Communications, Inc. to provide continued public relations services to the District.
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 17, 2024 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-28 adopted June 17, 2024.

Remleh Scherzinger, Secretary

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

AMENDMENT NO. 1

Article II – Scope of Services shall be per the attached cost proposal for public relations. This amendment is to accommodate the increased demand for public engagement and numerous in-person meetings related to rate study programs.

Article IV – The work under this amendment is scheduled to be completed by June 30, 2024.

Article IX – Payment shall be amended by a lump sum amount of \$38,306.78. This amendment ensures that the purchase order balance sufficiently covers the remaining term of the contract.

All other articles of the June 19, 2023, agreement with Rauch Communication Consultants, Inc. for Public Relations remain the same.

DISTRICT and CONSULTANT have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of June 17,2024.

Prepared by: _____
Mary Lagasca, CPA

Date_____

Consultant
Rauch Communication Consultants, Inc.

District
Marina Coast Water District

By: Martin Rauch

By: Remleh Sherzinger, PE

Title: Principal Consultant

Title: General Manager

Date_____

Date _____



Phone: 408-374-0977
Email: info@rauchcc.com
Web: www.rauchcc.com
936 Old Orchard Rd. Campbell, CA 95008

Dynamic Public Outreach, Smart Strategic Planning
For local governments, special districts, and the engineering, environmental and law firms that support them.

DATE: May 29, 2024 **NO OF PAGES:** 1
TO: Mary Lagasca, Director of Administrative Services
FROM: Martin Rauch **RE:** Public Relations and Community Outreach Additional Scope

This document requests additional scope to complete the year contract.

The primary reason for the additional scope is the rate program, which included extensive outreach and numerous in-person meetings over the past seven months. In addition, the transition in service to Bayview included extensive outreach and coordination with staff. Also, our proposal did not include expenses, which have totaled \$9,360 through April with \$8,486 of that being advertising costs.

Here are our estimates for the remaining scope needed for the year.

As of the end of April 2024, Rauch Communication Consultants (RCC) has invoiced	\$173,074.78
The contract amount for the fiscal year is	-\$160,768.00
Total additional scope needed through April 2024	= \$12,306.78
Estimated scope for May and June @ \$13,000 each month	+ \$26,000.00
Total additional scope needed through June 2024	= \$38,306.78

Please let me know if you have any questions or want to discuss.

Martin Rauch, Principal Consultant

**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 19, 2023, by and between Marina Coast Water District, 11 Reservation Road, 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 \$160,768; 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
11 Reservation Road
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


Remleh Scherzinger
General Manager

(CONSULTANT)


Martin Rauch
Principal Consultant

Appendix A

Appendix A includes:

Cost Proposal
Scope of Services

DATE: June 12, 2023

NO OF PAGES: 9

TO: Paula Riso, Executive Assistant

FROM: Martin Rauch

RE: Proposal for Public Relations and Community Outreach Services

This document provides a scope of work for development and implementation of public relations and community outreach services.

A highly experienced and skilled partner to work with you. Rauch Communication Consultants (RCC) has decades of experience successfully helping special districts with public relations and community outreach services.

Proven approaches and strategies. Over the decades, we have worked with water and sanitary agencies like yours to build public understanding and support for our clients and advance their programs, including every type of water and sanitary service project, program, rate, crisis, and emergency. We have proven approaches and strategies to resolve and apply them to the specific details, communities, and personalities within your service area.

Honed outreach skills. RCC has successfully implemented virtually every type of outreach tool over hundreds of projects for decades. We know how to pick the right media and outreach tools and implement them quickly, economically, and effectively.

Grounded in real-world experiences. RCC works every day with districts like yours to resolve issues like CEQA acceptance, public resistance, costly water system rebuilds, short timelines, facilitating among different groups and interests, and more.

Here's why Marina Coast Water District would be well served by RCC:

In-depth public engagement program experience across hundreds of projects over almost 50 years.

Local and regional experience, with MCWD and along the Monterey peninsula, with agricultural agencies, and across the state with every type of special district.

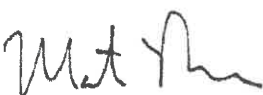
We know special districts. We focus on special districts and understand special district governance, finance, operations, community relations, and the many issues they face.

We have worked with over 225 Special Districts. In addition, we are faculty for the California Special District Leadership Academy and regularly teach at statewide conferences on public engagement.

Cost-Effective and targeted to meet your needs. We tailor our work to focus on providing only the help your District and your customers need.

The same experienced team will serve you. Over the past year, our team has come to know your district, staff, and board well –experience that will allow us to serve you efficiently and effectively.

We look forward to working with you on this critical project.



Martin Rauch, Principal Consultant

We Will Continue to Partner Effectively With The District

The most important elements in building an effective partnership with our clients include:

- Attentiveness to Your Needs. We will continue to serve the District, its board and staff with attention and care for your specific needs, personalities, and circumstances. This s the starting point for providing quality service and building an effective partnership.
- Responsive. When you reach out to us with a request or issue, we will continue to respond promptly. When you need us, we are available.
- Regular communication through email, calls, and in-person and virtual meetings. We manage our work through a cloud work management tool and keep you regularly updated using the media you prefer email, presentations, text, etc.
- Adaptable. We will continue to report regularly on progress and flexibly adjust plans when needed. We have worked with hundreds of Districts and flexibly adapted to the needs of each one.

Scope of Services

Task 1. Research and Information Gathering. We have a lot of accumulated knowledge about the District that we will build upon as new topics arise over time.

Task 2. Develop an Engagement Plan. This past year we built up familiarity with the District, developed working relationships among the leadership team, and built up ongoing positive outreach. We also provided on-call outreach for issues that arose like visits by legislators, communicating the District's position on Cal-Am desal and drawing people to the hearing, publishing press stories, etc.

Establish the Goals and objectives of the Outreach Program. It is helpful to identify what the engagement programs are meant to achieve before developing a plan to achieve it. Some likely goals include improved participation and recognition for the conservation program; support of a smooth Proposition 218 process; and building an understanding of the District's high water quality, proactive facilities upgrades and maintenance, commitment to sustainability, and more.

Identify Key Audiences and Stakeholders and Set Specific Goals for Each. A program like this requires not just general outreach but also considering the specific needs of individuals and smaller groups in terms of how they currently view the District, how best to communicate with each, the amount of detail desired, need or desire for translation, etc. This year, some of the priority subgroups may include: reaching out to HOAs, communicating effectively with both rate areas of the District, reaching renters and other non-rate payers, and others.

Timeline. The plan will be timed to match appropriate legal, permitting, environmental, financial, decision-making, and other timelines.

2.1. Develop Clear Narrative Messaging. One of the early needs is to develop a clear narrative that outlines the issues and the District's initial approach in single-page, paragraph-length, and couple-sentence-length versions. The narrative states the program's key messages and themes: what one would tell an interested customer, stakeholder, or reporter if one had only seconds or a minute or two to present the issues. The narrative must be simple, clear, and be easily remembered and repeated without notes. It starts with the problem(s), has a middle (describing the process), and a proposed end (the program implementation). If the public does not understand and accept the beginning of the story (the problem), they will never support the end (implementing the solution). The clear, straightforward narrative carries the program forward and can be expanded with factual detail (legal, technical, regulatory, financial) when appropriate. All communication is built on this evolving narrative message. The factual, technical details support the message rather than the other way around.

Task 3. Implement the Public Engagement Plan. The details of the implementation plan will be developed over time. Below are EXAMPLES of elements that MAY be implemented:

3.2. Update Branding. In the past year, we have utilized a slightly modified branding (adjusted version of existing logo and a new wave design). We recommend sticking with this branding for now with perhaps minor adjustments, and consider fully updating the branding (logo, colors, fonts, etc.) in the future.

3.3 Get the Word Out Presentations and Meetings. Once the branding and messaging are updated, and the outreach is rolling to the General public. We also suggest getting out and reintroducing the District throughout the community. This could include developing a presentation and handout and onsite visits with a wide variety of stakeholders. One group that has been recommended by the PI Committee is HOAs. It might also include presentations to one or more of the following: Rotary Club, Monterey County Business Council, chambers of commerce, business and construction unions council, Salinas Valley Water Coalition, farm bureau, Grower-Shipper Association, mayors committee, LandWatch, League of Women Voters. It

might be beneficial to reach out to ag leaders, including Rick Antle, Bruce Taylor, Ocean Mist Farms, Chris Bunn Sr. and Jr.

3.4 Continue Enhanced Social Electronic Media Presence. We will continue to post regularly on FaceBook, Instagram, Twitter, and LinkedIn. We expect to obtain access to NextDoor soon as well. The District has an existing YouTube channel which has been quiet. This year, we propose to initiate use of brief videos on social media platforms. Over time, we will start to add higher production-value videos to YouTube. One suggestion from the PI Committee is to develop how-to videos. For example, *how to drain a water heater and maintain it, replace a valve with ball valve, and talk about mineral build up*. Here is an example: [Water Conservation How-To Videos \(English & Spanish\) - YouTube](#)

3.5 Consider Bill Stuffers or Mailers. Bill stuffers can be slow because they must be timed with the billing cycle and they are less read than direct mailers, but they are inexpensive and often a good choice to maintain a flow of communication. If there are a lot of renters in a region, we recommend that any mailers go to every dwelling unit, property owners, and billpayers. The specific mailer expect this year is a Proposition 218 mailer and possibly one or two mailers before it (see more about a potential rate program below).

3.6 Email list development and e-newsletter. The District has an active enews and email list of over 8,000 people. The enews is being developed and distributed two to three times each month. This will continue. We currently have a general and a conservation enews and propose to combine them. We are also investigating inviting people with emails from the voter rolls to sign up for the enews. We also will develop a signup poster for all events with a QR code and promote signups on social media, enews, and other spaces.

3.7 Website Rebuild and updates. It is important to have a modern, easy-to-use, and attractive website since it should be the hub of all communications. We will continue to update the website section-by-section as needed. Later in the year, or after we propose to undertake a full redesign and reorganization to be built on the content that has been updated over time. We will continue to work with the District's current webmaster (Dale) to ensure the site is on a robust, up-to-date, and secure platform. We also recommend installing a ready-to-go emergency notice panel that can be activated when needed.

3.8 Press Relations and Newspaper Advertisements. We will continue to provide press support, as well as assist the Board and staff to respond quickly and accurately to press inquiries and needs.

3.9 Analytics, Tracking and Key Performance Indicators. This year we have tracked basic social and web analytics. This year we will enhance them with trends over time and provide monthly analyses and suggested actions or changes (if any) in response. Longer-term performance evaluation. A qualitative survey was completed in 2021/2022. We suggest that it be updated periodically.

3.10 Monitoring Local Issues and Ongoing Support. We will continue to monitor local media daily and report as appropriate. Different people and groups react in varied and unexpected ways to public engagement. RCC will provide as-needed consulting support to help modify the program and offer support to staff as the outreach is implemented. This includes responding to questions, updating the message, working with the District and other team members to explain complex issues, respond to the press, etc. Last year a variety of outreach was covered by this category and others: the unplanned, heavy desal-related outreach; development of a water quality booth and materials; planning and assisting with a recycled water groundbreaking event; and YIR. Close coordination will be maintained between the District and the consultant if media and other challenges arise, and we will provide on-call support to adjust existing proposed actions and undertake other methods and media as needed.

OTHER POTENTIAL OUTREACH

Rates. We have supported many rate and assessment programs for decades and conducted our first since Proposition 218 assessment immediately after the law was approved in 1996. We can help with all aspects of strategy and communication of a potential rate program, including any public meetings. Meeting facilitation. Meeting facilitation is a specialty. We have facilitated virtually every type of public meeting, from small groups of up to 700 or more people. We are experts in both virtual and in-person meeting planning and facilitation. Scope: We do not have details yet on the scope or timing of a potential rate program. It may be possible to accomplish some or all of it within this scope or additional scope may be needed. We will work with the District to identify the appropriate outreach scope when more detail is available.

Year in Review. This year we accomplished the Year in Review within the pre-existing scope – up to this point in the review and post-Board review update; it is not yet complete. We are currently discussing with staff options for modifying the document in the future and will be taking that discussion to the appropriate Board Committee and to the Board. With the scope of that project in flux for next year, we do not have a specific scope for it.

Web and Document Accessibility Audit, Remediation, and Posting of a Statement. Web and document accessibility are not only good ideas in themselves but are mandated by law. In recent years, the pace of lawsuits has been growing that require private and public organizations to comply. The District website is run by another contractor, and we have not evaluated whether the website is accessible or not. We will provide a separate scope for auditing for accessibility, remediating, reporting, and creating an accessibility statement if requested by the District. We can also refer the District to an accessibility expert that can assist with document accessibility if desired.

Fact Sheets, Question-and-Answer Sheets. These elements provide additional detail to the public about particular issues. We may provide fact sheets or question-and-answer sheets as needed on pertinent issues raised by the public. These can be adapted to a variety of electronic and hard copy formats.

Customer Contact Tracking Log. It can be helpful to have a customer contact tracking log to track all customer contacts and comments from social media, phone calls, meetings, etc. This is used to ensure a quick, consistent, and effective response to public comments and questions. It also can be used to step back and improve understanding of the response. For example, we have experienced Districts feeling overwhelmed with what is perceived as an avalanche of negative attacks. When we step back and look at the tracking data, we see that maybe a handful of angry people called, another handful with questions and frustrations out of, say, 30,000 customers.

Continued Participation in Activities by the Water Awareness of Monterey County. School presentation by Zun Zun, information tables and giveaways at community events, County Fair participation, etc. Consider other possible activities.

Emergency and Crisis Management. An emergency and crisis communication plan should be developed if there isn't one already.

Near and Intermediate input by the public on key issues. We propose considering Flash Vote one-minute surveys to assist with this.

Cost Proposal

We propose to plan and implement the outreach program as described in this document and outlined below for a not to exceed \$160,768 for consulting plus any material expenses.

Marina Coast Water District	Senior Consultant	Web Master	Graphic Design	Consultant	Social Media	Project Manager	Subtotal
	\$240	\$122	\$122	\$125	\$70	\$80	
Hours	12	0	0	0	120	0	132
Step 1. Research and Information Gathering	\$2,880	\$0	\$0	\$0	\$8,400	\$0	\$11,280
Hours	24	0	4	8	24	8	68
Step 2. Develop Engagement Plan (detailed analysis and plan, timeline, who is responsible, how monitor and evaluate, etc.)	\$5,760	\$0	\$488	\$1,000	\$1,680	\$640	\$9,568
Hours	16	0	0	8	24	0	48
Step 2.1 Develop Clear Narrative Messaging	\$3,840	\$0	\$0	\$1,000	\$1,680	\$0	\$6,520
Hours	0	0	0	0	0	0	0
Step 3.2. Update Branding	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hours	24	0	12	8	24	1	69
Step 3.3 Get the Word Out Presentations and Meetings. Create presentation and update.	\$5,760	\$0	\$1,464	\$1,000	\$1,680	\$80	\$9,984
Hours	24	0	30	0	200	2	256
3.4 Enhanced Social and Electronic Media Presence. Facebook, Next Door, Instagram, Twitter, YouTube, (not LinkedIn)	\$5,760	\$0	\$3,660	\$0	\$14,000	\$160	\$23,580
Hours	20	0	12	10	24	3	69
3.5 Bill Stuffers or Mailers (Simple, designed stuffer and one page two-sided simple newsletter)	\$4,800	\$0	\$1,464	\$1,250	\$1,680	\$240	\$9,434
Hours	18	0	48	0	200	2	268
3.6 Email List Development and E-Newsletter	\$4,320	\$0	\$5,856	\$0	\$14,000	\$160	\$24,336
Hours	20	0	30	48	48	1	147
3.7 Web Rebuild and updates. Updates during the year. Scope for a web accessibility audit will be provided separately.	\$4,800	\$0	\$3,660	\$6,000	\$3,360	\$80	\$17,900
Hours	36	0	12	10	24	2	84
3.8 Press Relations and Newspaper Advertisements (press releases, ads, and strategizing and support responding to media issues)	\$8,640	\$0	\$1,464	\$1,250	\$1,680	\$160	\$13,194
Hours	30	0	0	0	68	1	99
3.9 Analytics, Tracking and Key Performance Indicators. Does not include quantitative survey or Flash Vote	\$7,200	\$0	\$0	\$0	\$4,760	\$80	\$12,040
Hours	40	0	36	36	60	3	175
3.10 Monitoring Local Issues and Ongoing Support	\$9,600	\$0	\$4,392	\$4,500	\$4,200	\$240	\$22,932
HOURS	264	0	184	128	816	23	1,415
SUBTOTALS AND TOTALS	\$63,360	\$0	\$22,448	\$16,000	\$57,120	\$1,840	\$160,768

It is important that a program of this sort be flexible to respond to the needs of the community. Therefore, the deliverables, quantities, and hours are estimates designed to give an estimated scope of the effort. The specific deliverables may change and the amount of time for each deliverable may also change depending on the evolving needs of the District and the public it serves.

Current Rates. The outreach and public involvement programs rate for the senior consultant (Martin) is \$240 per hour. The webmaster (Mike and Jay) \$122/hour. Graphic Design (Chris) \$122/hour. Consultant (Steve) \$130. Social Media and Other (Jean) \$70. Project Manager (Lynda) \$80.

Travel and Expenses Additional. Material expenses, including travel expenses (transportation and lodging), printing, shipping, sales tax, and other expenses are additional and passed on at cost. Car mileage is at the IRS California rate at the time or the actual rental car cost plus fuel. For meetings involving travel, the minimum charge is four hours.

What Our Clients Are Saying About Us

"There are a lot of public relations firms that put out nice newsletters and send out standard public information materials. But in a tough situation, I want to have Rauch Communication Consultants on my side.

You were always looking ahead, working to solve problems before they occurred. You were also willing to challenge project decisions when you thought we were going in the wrong direction. You gave us insight into people, and used a bulletproof process to track all the details and complicated interactions between the project team, policy makers and the public..." **Meredith Husted Sacramento Regional County Sanitation District**

Throughout the project, your guidance and counsel were insightful and invaluable. Your years of experience working with water industry clients on public information and strategic planning efforts were clearly evident. In addition, your project management skills and ability to juggle multiple deliverables at once is commendable.

Several aspects of the outreach program bear your signature mark. One is the customer service log that you so diligently championed and utilized as vital input to the program. The other is the series of community forums for which you so ably prepared Mike and me. Another is the final customer newsletter that received commendations across the board from our Directors, staff, and customers. **Betty Burnett, AGM, South Coast WD**

"Thank you...for a fine overall public relations campaign...on the very complicated and political education process concerning our water needs and needs for steelhead fish. Your media outreach, organizing large public meetings, support materials, letters, press release, and newsletter all helped to positively change the public attitude about water in the Ojai Valley and west Ventura County." **Chuck Bennett, Dir., Casitas Municipal WD**

Rauch Communication Consultants Inc. has been in charge of the public outreach for Novato Sanitary District for the past six years. Over that time, they did the outreach for our \$90 million wastewater treatment plant upgrade project and the rate increase to fund the project. In both cases, the public outreach program resulted in very positive public support of the District's programs.

I have come to rely on them for very quick responses on a number of occasions. Most recently we had an odor complaint from neighbors of the treatment plant. Martin provided talking points for the press within hours of being contacted. He also assisted on short notice to prepare a presentation for the Board of Directors and develop an outreach program to the neighborhood. **Beverly James, GM Novato Sanitary District**

You have helped us to successfully convey to our customers the importance of the work we are doing for them in providing them with water service. I receive complements on a regular basis from members of the public on the newsletters you prepare for us and how well they tell the story of Diablo Water District. I believe the best indication of how the work you have done for us has been received by our customers was in the public opinion poll that was conducted by the City in which our customers ranked the reliability of our water service second highest only to the fire department who of course is able to provide reliable protection due to dependability of our water system. **Mike Yeraka, GM, Diablo Water District**

"Your guidance and counsel were insightful and invaluable. Your years of experience working with water industry clients on public information and strategic planning efforts were clearly evident . . . your project management skills and ability to juggle multiple deliverables at once is commendable." **Betty Burnett, AGM, South Coast WD**

Partial Client List

ASSOCIATIONS, JPAs, STATE, FEDERAL, CORPORATIONS, AND OTHERS

Association of California Water Agencies (ACWA)	Sewer Authority Mid-Coastside
California Special Districts Association (CSDA)	Mission Research Corporation
California Association of Sanitation Agencies (CASA)	Stone Creek Company
California Department of Water Resources	Suburban Water Systems
Special Districts Institute	Boyle Engineering
California Sanitation Risk Management Authority	Dokken Engineering
California Association of Public Cemeteries	El Solutions
Friant Water Authority	McCormick, Kidman, and Behrens
WaterReuse Association	Pennfield and Smith
California Mosquito and Vector Control Association	Redwine and Sherill
American Desalting Association	White House Office of Policy Development
Association of Groundwater Agencies	National Water Resource Association
San Luis Delta-Mendota Water Authority	North Bay Watershed Authority
San Joaquin River Exchange Contractors Water Authority	San Gabriel Valley Water Association
North Bay Water Reuse Authority	San Gabriel Basin WQA
Faculty Association of Community Colleges	Santa Barbara Special District Association
National Water Resource Association	Cachuma Operations Maintenance Board
Water Education Foundation	Cachuma Conservation Release Board
Pacific Coast Association of Port Authorities	California Sign Association

LOCAL GOVERNMENT AGENCIES

BUTTE COUNTY Oroville-Wyandotte ID	North Bakersfield Rec. and Park District Inyokern Community Services District Shafter Park and Recreation District	MARIN COUNTY Las Gallinas Valley Sanitary District North Marin Water District Sausalito-Marín City Sanitation Dst. Tamalpais CSD Sanitary District #5 (Tiburon) Novato Sanitary District Ross Valley Sanitary District San Rafael Sanitation District City of San Rafael Central Marin Sanitary Agency County of Marin Novato Disposal Services, Inc. San Quentin Village and Murray Park
CALAVERAS COUNTY Calaveras County WD	LASSEN COUNTY Lassen Municipal Utility District	MERCED COUNTY Central California Irrigation District MONO COUNTY (and MADERA) Mammoth Community Water District
CONTRA COSTA COUNTY Diablo Water District Contra Costa Water District Steger Sanitary District Dublin San Ramon Service District	LOS ANGELES COUNTY Los Angeles County Park and Rec Castaic Lake Water Agency Central Basin MWD Pico Water District Upper San Gabriel Valley MWD West Basin MWD San Gabriel Valley MWD Water Replenishment Dst. of So. Cal. San Gabriel County Water District Main San Gabriel Basin Watermaster California Domestic Water Company Pasadena Historical Museum Three Valleys MWD Newhall County Water District Las Virgenes Municipal Water District Conjunctive Use Working Group (?) Palmdale Water District City of Sierra Madre City of Arcadia City of El Monte City of La Puente East Pasadena Water Company Foothill Municipal Water District Valley County Water District	MONTEREY COUNTY Marina Coast Water District Monterey Peninsula Water Management District Monterey Regional Water Pollution Control Agency Pebble Beach CSD
EL DORADO COUNTY South Lake Tahoe PUD		NAPA COUNTY Napa County Napa Sanitation District
IMPERIAL COUNTY Imperial Irrigation District		
KERN COUNTY Arvin Edison Water Storage District Indian Wells Valley Airport District Indian Wells Valley Water District Kern County Water Agency West Kern Water District North of the River Municipal Water District (Bakersfield) Oildale Mutual Water Company North Kern Water Storage District Golden Empire Transit District Terra Bella Irrigation District Friant Water Users Authority Cawelo Water District Arvin Community Services District		

NEVADA COUNTY

Northstar CSD
Truckee-Donner Public Utility District
Tahoe Truckee Unified School District

ORANGE COUNTY

Municipal Water District of Orange County
Mesa Consolidated Water District
Los Alamitos County Water District
SouthCoast Water District
Serrano Irrigation District
El Toro Water District
Orange County Water District
Costa Mesa Sanitary District
Capistrano Beach County Water District
Coastal Municipal Water District
Midway City Sanitary District
TriCities Municipal Water District
Yorba Linda Water District
Placentia Library District
Laguna Beach County Water District
Emerald Bay Service District
Moulton Niguel Water District
Orange County Vector Control

PLACER COUNTY

Foresthill PUD
San Juan Water District
North Tahoe Public Utility District
Squaw Valley Public Services District

PLUMAS COUNTY

East Plumas Health Care District

RIVERSIDE COUNTY

Coachella Valley Mosquito & Vector Control District
Mission Springs Water District
29 Palms Municipal Water District
Rancho California Water District
South Mesa Water Company
Elsinore Valley MWD
Santa Rosa CSD
Beaumont Cherry Valley Water District
Santa Ana Watershed Project Authority
Desert Healthcare District

SACRAMENTO COUNTY

County of Sacramento Public Works Agcy.
Sacramento Regional County Sanitation District
Fair Oaks Water District
Arcade Water District
Sacramento Metropolitan WA
Carmichael Water District
Rio Linda Water District
Northridge Water District
Rancho Murrieta CSD
Cordova Recreation and Park District

SAN BERNARDINO COUNTY

Big Bear Municipal Water District
Monte Vista Water District
Big Bear Airport District
Yucaipa Valley Water District
Bear Valley Community Hospital District
Bear Valley Community Services District
City of Big Bear Water and Power Department
Joshua Basin Water District
Inland Empire Utility Agency
East Valley Water District
Big Bear Area Regional Wastewater Agency
Victor Valley Water District
Cucamonga County Water District
San Antonio Water Company
Chino Basin Watermaster
ITI Desert Water District
San Bernardino Valley Water Conservation District
Big Bear City CSD
City of Big Bear Lake
Hi-Desert Water District
West San Bernardino County WD

SAN DIEGO COUNTY

San Diego County Water Authority
Padre Dam Municipal Water District
Rincon del Diablo MWD
Vallecitos Water District
Helix Water District
Leucadia Wastewater District
North County Fire Protection District
Olivenhain Municipal Water District
Sante Fe Irrigation District
Otay Water District
Fallbrook Public Utility District
Rainbow Water District
Vista Irrigation District

SAN FRANCISCO COUNTY

Golden Gate Bridge, Highway, & Trans. District

SAN JOAQUIN COUNTY

Ripon Fire Department

SAN LUIS OBISPO
Templeton CSD
Port San Luis Harbor District
San Simeon CSD
Cambria Community Services District
Nipomo Community Services District

SAN MATEO COUNTY

East Palo Alto Sanitary District
San Mateo County Harbor District
Montara Water & Sanitation District
Sewer Authority Mid-Coastside

SANTA BARBARA COUNTY

City of Santa Barbara

Goleta Sanitary District
Montecito Sanitary District
Carpinteria Sanitary District
Santa Maria Public Airport District
Goleta Water District
Montecito Water District
Cachuma Project Authority
Goleta West Sanitary District
Mosquito and Vector Management District
Isla Vista Recreation and Park District
Lompoc Hospital District
Santa Barbara County Vector Control District
Carpinteria Valley Water District
Santa Ynez Community Services District
La Cumbre Mutual Water Company

SANTA CLARA

Santa Clara Valley Water District
West Valley Sanitation District

SANTA CRUZ COUNTY

Scotts Valley Water District
Pajaro Valley Water Management Agency (Watsonville)
Central Fire Protection District
Santa Cruz FPD
Soquel Creek Water District

SOLANO COUNTY

Rural North Vacaville Water District

TULARE COUNTY

Friant Water User Authority
Visalia Public Cemetery District

VENTURA COUNTY

Camrosa County Water District
Rancho Simi Rec. & Park District
Casitas Municipal Water District
Conejo Recreation and Park District
Ojai Valley Sanitary District
Calleguas Municipal Water District
Meiners Oak County Water District
Marina Coast Water District
Camarillo Health Care District

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 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
11 Reservation Road
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.

**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 17, 2024, by and between Marina Coast Water District, 11 Reservation Road, 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 \$187,768; 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
11 Reservation Road
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

Appendix A

Appendix A includes:

Cost Proposal
Scope of Services

Scope of Services

Task 1. Research and Information Gathering. We have a lot of accumulated knowledge about the District that we will build upon as new topics arise over time.

Task 2. Develop an Engagement Plan. We have deeply familiarized ourselves with the District, developed working relationships among the leadership team, and increased ongoing positive outreach. We also provided on-call outreach for issues that arose, such as legislator visits, provide extensive outreach on the transition of Bayview service, supported the rate program with extensive outreach, and more.

Establish the Goals and objectives of the Outreach Program. It is helpful to identify what the engagement programs are meant to achieve before developing a plan to achieve it. Some likely goals include: continue to make it easy for the general public and stakeholders to understand and support the District and its activities. Help the public understand the District's services, where to learn more, and how to get their questions answered. We will also support the District as it continues to enhance and extend mutually beneficial collaborative partnerships with municipalities, neighboring water agencies, and other stakeholders.

Other more specific objectives are likely to include: updating the website with water-wise landscape materials and generally improve participation and recognition for the conservation program; continue to build an understanding of the District's high water quality, proactive facilities upgrades and maintenance, and commitment to sustainability. Also carry out a campaign on the value of water, and increase the use of video.

Identify Key Audiences and Stakeholders and Set Specific Goals for Each. A program like this requires not just general outreach but also considering the specific needs of individuals and smaller groups in terms of how they currently view the District, how best to communicate with each, the amount of detail desired, need or desire for translation, etc. This year, some of the priority subgroups may include: reaching out to HOAs, communicating effectively with both rate areas of the District, reaching renters and other non-rate payers, and others.

Timeline. The plan will be timed to match appropriate legal, permitting, environmental, financial, decision-making, and other timelines.

2.1. Update Clear Narrative Messaging. An early need is to update a clear narrative that outlines the issues and the District's initial approach in single-page, paragraph-length, and couple-sentence-length versions. These narratives state the program's key messages and themes: what one would tell an interested customer, stakeholder, or reporter if one had only seconds or a minute or two to present the issues. The narrative must be simple, clear, and be easily remembered and repeated without notes. It starts with the problem(s), has a middle (describing the process), and a proposed end (the program implementation). If the public does not understand and accept the beginning of the story (the problem), they will never support the end (implementing the solution). The clear, straightforward narrative carries the program forward and can be expanded with factual detail (legal, technical, regulatory, financial) when appropriate. All communication is built on this evolving narrative message. The factual, technical details support the message rather than the other way around.

Task 3. Implement the Public Engagement Plan. The details of the implementation plan will be developed over time. We propose to continue the positive general outreach that is underway with adjustments in themes, messaging and other changes as described above. Below are EXAMPLES of elements that MAY be implemented:

3.2. Update Branding. We have been using a lightly modified branding (an adjusted version of the existing logo and a new wave design). We recommend sticking with this branding for now with perhaps minor adjustments and consider fully updating the branding (logo, colors, fonts, etc.) in the future.

3.3 Get the Word Out Presentations and Meetings. We also suggest getting out and reintroducing the District throughout the community. This could include developing a presentation and handout and onsite visits with a wide variety of stakeholders. One group that has been recommended by the PI Committee is HOAs. It might also include presentations to one or more of the following: Rotary Club, Monterey County Business Council, chambers of commerce, business and construction unions council, Salinas Valley Water Coalition, farm bureau, Grower-Shipper Association, mayors committee, LandWatch, League of Women Voters. It might be beneficial to reach out to ag leaders.

3.4 Continue Enhanced Social Electronic Media Presence. We will continue to post regularly on FaceBook, Instagram, Twitter, and LinkedIn. We expect to obtain access to NextDoor soon as well. The District has an existing YouTube channel which has been quiet. This year, we propose to initiate use of brief videos on social media platforms. Over time, we will start to add higher production-value videos to YouTube. One suggestion from the PI Committee is to develop how-to videos. For example, *how to drain a water heater and maintain it, replace a valve with ball valve, and talk about mineral build up*. Here is an example: [Water Conservation How-To Videos \(English & Spanish\) - YouTube](#)

3.5 Consider Bill Stuffers or Mailers. Bill stuffers can be slow because they must be timed with the billing cycle and they are less read than direct mailers, but they are inexpensive and often a good choice to maintain a flow of communication. If there are a lot of renters in a region, we recommend that any mailers go to every dwelling unit, property owners, and billpayers.

3.6 Email list development and e-newsletter. The District has an active enews and email list of over 8,000 people. The enews is being developed and distributed two to three times each month. This will continue. We also will develop a signup poster for all events with a QR code and promote signups on social media, enews, and other spaces.

3.7 Website Rebuild and Updates. It is important to have a modern, easy-to-use, and attractive website since it should be the hub of all communications. We will continue to update the website section-by-section as needed. Later in the year we propose to undertake a full redesign and reorganization to be built on the content that has been updated over time. This would be additional scope. We will continue to work with the District's current webmaster (Dale) to ensure the site is on a robust, up-to-date, and secure platform. We also recommend installing a ready-to-go emergency notice panel that can be activated when needed.

3.8 Press Relations and Newspaper Advertisements. We will continue to provide press support, as well as assist the Board and staff to respond quickly and accurately to press inquiries and needs.

3.9 Analytics, Tracking, and Key Performance Indicators. This year we developed enhanced analytics with trends over time. We will develop a plan for future analytics and suggested actions or changes (if any) in response. A qualitative survey was completed in 2021/2022. We suggest that it be updated periodically.

3.10 Monitoring Local Issues and Ongoing Support. We will continue to monitor local media daily and report as appropriate. Different people and groups react in varied and unexpected ways to public engagement. RCC will provide as-needed consulting support to help modify the program and offer support to staff as the outreach is implemented. This includes responding to questions, updating the message, working with the District and other team members to explain complex issues, respond to the press, etc. Close coordination will be maintained between the District and the consultant if media and other challenges arise, and we will provide on-call support to adjust existing proposed actions and undertake other methods and media as needed.

OTHER POTENTIAL OUTREACH

Web and Document Accessibility Audit, Remediation, and Posting of a Statement. Web and document accessibility are not only good ideas in themselves but are mandated by law. In recent years, the pace of lawsuits has been growing that require private and public organizations to comply. The District website is run by another contractor, and we have not evaluated whether the website is accessible or not. We will provide a separate scope for auditing for accessibility, remediating, reporting, and creating an accessibility statement if requested by the District. We can also refer the District to an accessibility expert that can assist with document accessibility if desired.

Fact Sheets, Question-and-Answer Sheets. These elements provide additional detail to the public about particular issues. We may provide fact sheets or question-and-answer sheets as needed on pertinent issues raised by the public. These can be adapted to a variety of electronic and hard copy formats.

Continued Participation in Activities by the Water Awareness of Monterey County. School presentation by Zun Zun, information tables and giveaways at community events, County Fair participation, etc. Consider other possible activities.

Emergency and Crisis Management. An emergency and crisis communication plan should be developed if there isn't one already.

Near and Intermediate input by the public on key issues. We propose considering Flash Vote one-minute surveys to assist with this.

Cost Proposal

We propose to plan and implement the outreach program as described in this document and outlined below for a total not to exceed \$187,768 in accordance with Article 7, Section B, of the Agreement, including expenses.

Continued positive outreach and engagement program	\$160,768
Expenses, which were not included in last year's contract	\$10,000
3% inflation increase*	\$5,000
Additional video costs	\$12,000
Total	\$187,768

It is important that a program of this sort be flexible to respond to the community's needs. Therefore, the deliverables, quantities, and hours are estimates designed to give an estimated scope of the effort. The specific deliverables may change, and the amount of time for each deliverable may also change depending on the evolving needs of the District and the public it serves.

Current Rates. The outreach and public involvement programs rate for the senior consultant (Martin) is \$245 per hour. The webmaster (Mike and Jay) \$125/hour. Graphic Design (Chris) \$125/hour. Consultant (Steve) \$130. Social Media and Other (Jean) \$75. Project Manager (Lynda) \$85.

*3% increase is rounded

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 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
11 Reservation Road
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: 9-E

Meeting Date: June 17, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2024-29 to Approve New Fees and Charges for Griffith, Masuda & Hobbs Legal Services for 2024 and 2025

Staff Recommendation: Approve the new fees and charges for Griffith, Masuda & Hobbs Legal Services for 2024.

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

In October 2012, the Board hired Griffith and Masuda for interim legal counsel services. In May 2015, the Board approved a contract with Griffith and Masuda to continue to provide legal services.

Discussion/Analysis: The law firm of Griffith and Masuda has served as District counsel since 2012 and is familiar with the challenges of the District as well the regulatory and bureaucratic obstacles in Monterey County as it relates to water and sewer services. The proposed fees are as follows:

Position	Existing Rates since 2021	Proposed 7/1/2024 Rates	Proposed 7/1/2025 Rates
Roger Masuda, Legal Counsel	\$250	\$265	\$280
David Hobbs, Chief Assistant Counsel	\$250	\$265	\$280
Sara Lima, Assistant Legal Counsel	\$245	\$265	\$280
Josef Polk, Law School Graduate (taking July 2024 Bar Examination)	N/A	\$155	Upon Certification by State Bar: \$195
Catherine Pasma, Paralegal	\$85	\$90	\$95
Legal Intern III (3 rd Year Law Student)		\$140	\$145
Legal Intern II (2 nd Year Law Student)	\$120	\$120	\$125

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Financial Impact: X Yes No **Funding Source/Recap:** Marina Water, Marina Sewer, Ord Water Ord Sewer, and Recycled Water.

Other Considerations: The Board can decide to seek proposals from other law firms.

Material Included for Information/Consideration: Resolution No. 2024-29; and, Rate Request Letter from Griffith, Masuda & Hobbs.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 17, 2024

Resolution No. 2024-29
Resolution of the Board of Directors
Marina Coast Water District
Approving New Fees and Charges for Griffith, Masuda & Hobbs Legal Services for 2024

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on December 14, 2020 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, in October 2012, the Board hired Griffith and Masuda for interim legal counsel services. In May 2015, the Board approved a contract with Griffith and Masuda to continue to provide legal services; and,

WHEREAS, the last increase in fees was in 2020; and,

WHEREAS, Griffith, Masuda & Hobbs is proposing a rate increase as follows:

Position	Existing Rates since 2021	Proposed 7/1/2024 Rates	Proposed 7/1/2025 Rates
Roger Masuda, Legal Counsel	\$250	\$265	\$280
David Hobbs, Chief Assistant Counsel	\$250	\$265	\$280
Sara Lima, Assistant Legal Counsel	\$245	\$265	\$280
Josef Polk, Law School Graduate (taking July 2024 Bar Examination)	N/A	\$155	Upon Certification by State Bar: \$195
Catherine Pasma, Paralegal	\$85	\$90	\$95
Legal Intern III (3 rd Year Law Student)		\$140	\$145
Legal Intern II (2 nd Year Law Student)	\$120	\$120	\$125

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve the rate increase as proposed.

PASSED AND ADOPTED on June 17, 2024, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-29 adopted June 17, 2024.

Remleh Scherzinger, Secretary

GRIFFITH, MASUDA & HOBBS

A PROFESSIONAL LAW CORPORATION

W. Coburn Cook, 1892-1953
Lin H. Griffith, 1923-2014

Roger K. Masuda
rmasuda@calwaterlaw.com

517 East Olive Street
Turlock, California 95380
(209) 667-5501
www.calwaterlaw.com
Founded 1920

Celebrating our
104th Anniversary

June 3, 2024

To: Gail Morton, President, Marina Coast Water District

From: Roger K. Masuda
Roger K. Masuda, District Legal Counsel

RE: Request for Hourly Rate Adjustments for FY 2024-25 and FY 2025-26

We greatly appreciate serving as District Legal Counsel for the Marina Coast Water District. We request that the hourly rates that the District compensates this law firm for legal services be adjusted effective July 1, 2024, and July 1, 2025, as follows:

Position	Existing Rates since 1/1/2021	Proposed 7/1/2024 Rates	Proposed 7/1/2025 Rates
Roger K Masuda, District Legal Counsel	\$250	\$265	\$280
David L. Hobbs, Chief Assistant Counsel	\$250	\$265	\$280
Sara J. Lima, Assistant Counsel	\$245	\$265	\$280
Josef Polk, Law School Graduate (taking July 2024 Bar Examination)	NA	\$155	Upon certification by State Bar: \$195
Catherine Pasma, Paralegal	\$85	\$90	\$95
Legal Intern III (3 rd Year Law Student)		\$140	\$145
Legal Intern II (2 nd Year Law Student)	\$120	\$120	\$125

In addition to the above, the District will reimburse the law firm for all costs and expenses actually incurred by the law firm in its representation of the District including, but are not limited to, online/computer legal research time, mileage to and from at the then applicable IRS reimbursement rate, lodging, meals, airfare, and all other travel expenses, photocopying and printing costs, postage for large envelopes and packages, overnight and express mail charges, filing fees, transcript costs, and other expenses incurred on behalf of the District.

For travel to the District for Board regular meetings, we will only charge travel time for one-way. For travel on District business for any any other purpose, we will charge travel time for both ways.

Please do not hesitate to contact me if you have any questions or need any additional information.

cc: Rem Scherzinger, General Manager

**The Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-F

Meeting Date: June 17, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Reviewed By: Garrett Haertel, PE

Agenda Title: Adopt Resolution No. 2024-30 to Amend the Capital Improvement Program Budget to Adjust Funding for Imjin Office Park B Side Improvement Project and Solar Array Project

Staff Recommendation: Approve the FY 2023-2024 CIP Budget Amendment to adjust the funding source for Imjin Office Park (IOP) B Side Improvement Project (WD-2401) and Solar Array Project (WD-2405).

Background: *Strategic Plan, Goal No. 4 – To manage the District’s finances in the most effective and fiscally responsible manner. Strategic Plan, Element No. 2 – Infrastructure – Our objective is to provide a high-quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

On June 19, 2023, the Board passed and adopted Resolution No. 2023-21 adopting the Marina Coast Water District Budget for FY 2023-2024.

Discussion/Analysis: The FY 2023/2024 included two projects, IOP B Side Improvement Project (WD-2401) and Solar Array Project (WD-2405) with a funding source of new bond. These two projects were initiated in this fiscal year prior to acquiring bond funding. Acquiring the new bond was delayed to incorporate the rate study that was completed this fiscal year. Due to charges associated with these projects, staff recommends changing the funding source for both projects from new bond to capacity fees. See the table below for a breakdown of charges.

Project Estimated Ending Balance for FY2023-2024:

<u>CIP No.</u>	<u>Funding Source</u>	<u>Project Name</u>	<u>Budget</u>	<u>Est. FY24 Expense</u>
WD-2401	New Bond	IOP B Side Improvement Project	1,000,000.00	23,758.00
WD-2405	New Bond	Solar Array Project	3,850,000.00	23,229.00
		Total		46,987.00

Recommendation: Approve Resolution No. 2024-30 to change the funding source for \$46,987 from new bond to capacity fees to cover project preliminary costs incurred in FY 2023-2024 for IOP B Side Improvement Project (WD-2401) and Solar Array Project (WD-2405).

Capacity Fee Reserve:

Capacity Fee Reserve - Estimated Ending Balance as of 6/30/24		
<u>Beginning Balance</u>	<u>Transfer Requested</u>	<u>Ending Balance</u>
17,321,096.00	(46,987.00)	17,274,109.00

Environmental Review Compliance: None Required.

Legal Counsel Review: None Required.

Financial Impact: X Yes No

Funding Source/Recap:

CIP No.	Funding Source	Project Name	Budget	Budget Amendment	Amended Budget
WD-2401	New Bond	IOP B Side Improvement Project	1,000,000.00	(23,758.00)	976,242.00
WD-2401	Capacity Fees	IOP B Side Improvement Project		23,758.00	23,758.00
		Total	1,000,000.00	-	1,000,000.00
WD-2405	New Bond	Solar Array Project	3,850,000.00	(23,229.00)	3,826,771.00
WD-2405	Capacity Fees	Solar Array Project		23,229.00	23,229.00
		Total	3,850,000.00	-	3,850,000.00

Material Included for Information/Consideration: Resolution No. 2024-30.

Action Required: X Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

June 17, 2024

Resolution No. 2024-30
Resolution of the Board of Directors
Marina Coast Water District
Amend the Fiscal Year 2023-2024 Capital Improvement Program (CIP) Budget

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on June 17, 2024, at 920 Second Avenue, St. A, Marina, California, as follows:

WHEREAS, on June 19, 2023 the Directors of the District passed and adopted Resolution No. 2023-21 adopting the District Budget for FY 2023-2024; and,

WHEREAS, District Engineering staff created a Capital Improvement Program that was included in the adopted District Budget for FY 2023-2024; and,

WHEREAS, District Engineering and Finance staff identified two projects (WD-2401 and WD-2405) in need of budget amendments and calculated the funding necessary; and,

WHEREAS, District Finance staff identified appropriate and available funding sources; and,

WHEREAS, \$46,987 in resources is necessary to be allocated within Project WD-2401 and WD-2405 from new bond to capacity fees to fund preliminary project costs; and,

WHEREAS, a FY 2023-2024 CIP Budget amendment is required to resource these projects in order to achieve the desired facility objectives;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby amend the FY 2023-2024 CIP Budget as follows:

CIP No.	Funding Source	Project Name	Budget	Budget Amendment	Amended Budget
WD-2401	New Bond	IOP B Side Improvement Project	1,000,000.00	(23,758.00)	976,242.00
WD-2401	Capacity Fees	IOP B Side Improvement Project		23,758.00	23,758.00
		Total	1,000,000.00	-	1,000,000.00
WD-2405	New Bond	Solar Array Project	3,850,000.00	(23,229.00)	3,826,771.00
WD-2405	Capacity Fees	Solar Array Project		23,229.00	23,229.00
		Total	3,850,000.00	-	3,850,000.00

PASSED AND ADOPTED on June 17, 2024, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2024-30 adopted June 17, 2024.

Remleh Scherzinger, Secretary