



MARINA COAST WATER DISTRICT & GROUNDWATER SUSTAINABILITY AGENCY

920 SECOND AVENUE, MARINA, CA 93933-6009

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DIRECTORS

GAIL MORTON
President

JAN SHRINER
Vice President

BRAD IMAMURA
THOMAS P. MOORE
STACEY SMITH

Agenda

Regular Board Meeting, Board of Directors
Marina Coast Water District

and

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

920 2nd Avenue, Marina, California 93933

Monday, August 17, 2026, 6:00 p.m. PST

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

Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Public comment on the action item can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, August 17, 2026; such comments will be distributed to the MCWD Board before the meeting.

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

<https://us02web.zoom.us/j/81980043741?pwd=0qe00WDb64aHINK3bOzpNOtCoF7Btf.1>

Passcode: 158101

To participate via phone: 1-669-900-9128; Meeting ID: 819 8004 3741 Passcode: 158101

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

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

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 the removal of the individual responsible.*

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 920 2nd Avenue, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, August 13, 2026. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5931.

5. Presentations

- A. [Adopt Resolution No. 2026-49 to Recognize Belen Perez, Customer Service/Billing Technician II, for 5 Years of Service to the Marina Coast Water District](#)
(Page 1)

6. Action Item

- A. [Adopt Resolution No. 2026-50 to Appoint the General Manager as the Board of Directors' Real Property Negotiator](#)
(Page 5)

7. Public Comment on Closed Session Items *Anyone wishing to address the Board on matters appearing in Closed Session may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board. Disruptive behavior may result in the removal of the individual responsible.*

8. Closed Session

- A. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Properties: 203-011-001-000, 203-011-019-000, 203-001-020-000, 203-001-016-000
Agency Negotiator: (To be determined in Item 6-A)
Negotiating Parties: Cemex and MCWD
Under Negotiation: Price and Terms
- B. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Property: 031-251-004-000
Agency Negotiator: (To be determined in Item 6-A)
Negotiating Parties: Salinas Valley Health and MCWD
Under Negotiation: Price and Terms
- C. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Properties: 031-282-017-000, 031-282-018-000, 031-251-005-000
Agency Negotiator: (To be determined in Item 6-A)
Negotiating Parties: City of Marina and MCWD
Under Negotiation: Price and Terms

Reconvene to Open Session Estimated to be at 7:30 p.m.

9. 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.*

10. [Consent Calendar](#)

- A. [Receive and File the Check Register for the Month of July 2026](#)
(Page 10)

- B. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 16, 2026](#)
(Page 18)
- C. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 20, 2026](#)
(Page 21)
- D. [Receive the Second Quarter Investment Report for Calendar Year 2026](#)
(Page 28)
- E. [Adopt Resolution No. 2026-51 to Adopt the FY 2026-2027 District Investment Policy](#)
(Page 32)
- F. [Adopt Resolution No. 2026-52 to Amend the FY 2026-2027 Budget and Approving the Rollover of the FY 2026 Appropriation for the Water Meter and Register Purchase to FY 2027](#)
(Page 40)
- G. [Adopt Resolution No. 2026-53 to Amend the FY 2026-2027 Operating Budget and Roll Over \\$101,900 in Unspent FY 2025-2026 Cybersecurity Program Funds](#)
(Page 46)
- H. [Adopt Resolution No. 2026-54 to Award a Professional Services Agreement to ClientFirst Technology Consulting for Enterprise Resource Planning Evaluation, Selection, and Procurement Consulting Services](#)
(Page 52)

11. Action Items

- A. [Adopt Resolution No. 2026-55 to Find that the MCWD Sphere of Influence Amendment and Annexation for Monterey County A.P.N. \(031-151-013; 018; 024; 029; 031; 032; 36-045; 054-056; 064\); \(031-261-003; 004\); and \(031-152-011; 007\) is Categorically Exempt from California Environmental Quality Act \(CEQA\) under CEQA Guidelines Sections 15301 and 15061\(b\)\(3\); and Direct Staff to File an Application with the Local Agency Formation Commission](#)
(Page 88)

12. 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. Executive Committee
 - 2. Community Outreach Committee
 - 3. M1W Board Member Liaison
 - 4. Special Districts Association Meeting

13. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, September 21, 2026, 6:00 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 5-A

Meeting Date: August 17, 2026

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2026-49 to Recognize Belen Perez, Customer Service/Billing Technician II, for 5 Years of Service to the Marina Coast Water District

Staff Recommendation: Adopt Resolution No. 2026-49 recognizing Belen Perez, Customer Service/Billing Technician II and awarding a gift certificate for 5 years of service to the Marina Coast Water District.

Background: *Strategic Plan, Goal No. 2.1– The District attracts, onboards, and retains high-performing Staff, and manages succession effectively.*

Discussion/Analysis: For the past five years, Belen Perez has been a valued member of the Marina Coast Water District team. Since joining the District, Belen has consistently demonstrated professionalism, dedication, and a commitment to providing exceptional service to both customers and colleagues.

In her role, Belen has contributed significantly to the daily operations of the District, supporting customer service functions and helping ensure that customers receive timely, accurate, and courteous assistance. Her positive attitude, attention to detail, and willingness to assist others have made her a trusted resource within the organization.

Throughout her tenure, Belen has embraced new challenges and adapted to changing processes and technologies, helping the District maintain efficient and effective service delivery. Her commitment to continuous improvement and her ability to work collaboratively with staff across departments have contributed to the District's ongoing success.

Belen's dedication to serving the community and supporting the District's mission reflects the qualities that make Marina Coast Water District a strong and customer-focused organization. Her contributions over the past five years have been greatly appreciated by both her peers and the customers she serves.

It is with great pleasure that we celebrate Belen Perez's five years of dedicated service to the Marina Coast Water District. We extend our sincere gratitude for her commitment, hard work, and contributions to the District, and we look forward to her continued success and service in the years ahead.

Environmental Review Compliance: None required.

Financial Impact: X Yes No Funding Source/Recap: Expenditures for the award and gift certificate are allocated across six cost centers: 01-Marina Water, 02-Marina Sewer, 03-Fort Ord Water, 04-Fort Ord Sewer, 05-RUWAP, and 07-GSA, in account number 01-035-009.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2026-49.

Action Required: X Resolution Motion Review

Board Action

Motion By Seconded By No Action Taken

Ayes

Abstained

Noes

Absent

August 17, 2026

Resolution No. 2026-49
Resolution of the Board of Directors
Marina Coast Water District
In Recognition of Belen Perez, Customer Service/Billing Technician II,
for 5 Years of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 17, 2026, at 920 Second Avenue, Marina, California as follows:

WHEREAS, Belen Perez has been an invaluable asset to the Marina Coast Water District for the past 5 years, having joined the District on July 19, 2021; and,

WHEREAS, Belen has demonstrated exceptional dedication and skill in her role as Customer Service/Billing Technician II; and,

WHEREAS, in her current role, Belen has been instrumental in overseeing the District’s customer service, billing, and meter reading functions, and her kind-hearted nature and genuine care for the District have always been her greatest soft skills; and,

WHEREAS, Belen played a crucial role in the successful implementation of the new payment software, “Infosend,” which has streamlined payment collection operations, and managed the implementation of new rates and structures for sewer and water, ensuring that changes were smoothly integrated into the existing system; and,

WHEREAS, Belen’s extensive institutional knowledge comes in handy when troubleshooting customer or staff inquiries, ensuring that issues are resolved efficiently and effectively, and reflecting her commitment to both her role and the community she serves.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby recognize and honor Belen Perez for her 5 years of dedicated service to the District; presents her with an award and gift certificate, and wish her many more years with the District.

PASSED AND ADOPTED on August 17, 2026, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors_____

Noes: Directors_____

Absent: Directors_____

Abstained: Directors_____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2026-49 adopted August 17, 2026.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 6-A

Meeting Date: August 17, 2026

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2026-50 to Appoint the General Manager as the Board of Directors' Real Property Negotiator

Staff Recommendation: Adopt Resolution No. 2026-50 to Appoint the General Manager as the Board of Directors' Real Property Negotiator.

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

Discussion/Analysis: The Brown Act Government Code Section 54956.8 authorizes the Board of Directors to hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for Marina Coast Water District. The Board of Directors is asked to grant authority to the General Manager as its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.

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: Appoint a different person to negotiate on behalf of the District.

Material Included for Information/Consideration: Resolution No. 2026-50.

Action Required: ___ X Resolution ___ Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 17, 2026

Resolution No. 2026-50
Resolution of the Board of Directors
Marina Coast Water District
Appointing the General Manager as the Board of Directors' Real Property Negotiator

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on August 17, 2026, at 920 Second Avenue, Marina, California as follows:

WHEREAS, the Brown Act Government Code Section 54956.8 authorizes the Board of Directors to hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for Marina Coast Water District to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease; and,

WHEREAS, prior to holding the closed session, the Board of Directors during an open and public session is required, among other things, to identify its real property negotiator or negotiators, which are set forth in the agenda for the meeting; and,

WHEREAS, to facilitate the identification of the Board of Directors' negotiator for such real property matters, the Board wishes to designate the District's General Manager as the Board's negotiator.

NOW, THEREFORE, BE it resolved and approved by the Board of Directors of the Marina Coast Water District as follows:

1. adopt Resolution No. 2026-50 to designate the General Manager as the Board of Directors' negotiator for all real property matters covered by Government Code Section 54956.8; and,
2. the General Manager is authorized to designate another real property negotiator (General Manager's designee) in his or her place subject to approval of the Board of Directors.

PASSED AND ADOPTED on August 17, 2026, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2026-50 adopted August 17, 2026.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10

Meeting Date: August 17, 2026

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Consent Calendar

Staff Recommendation: Approve the Consent Calendar as presented.

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of July 2026
- B) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 16, 2026
- C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 20, 2026
- D) Receive the Second Quarter Investment Report for Calendar Year 2026
- E) Adopt Resolution No. 2026-51 to Adopt the FY 2026-2027 District Investment Policy
- F) Adopt Resolution No. 2026-52 to Amend the FY 2026-2027 Budget and Approving the Rollover of the FY 2026 Appropriation for the Water Meter and Register Purchase to FY 2027
- G) Adopt Resolution No. 2026-53 to Amend the FY 2026-2027 Operating Budget and Roll Over \$101,900 in Unspent FY 2025-2026 Cybersecurity Program Funds
- H) Adopt Resolution No. 2026-54 to Award a Professional Services Agreement to ClientFirst Technology Consulting for Enterprise Resource Planning Evaluation, Selection, and Procurement Consulting Services

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 July 2026; Draft Minutes of July 16, 2026; Draft Minutes of July 20, 2026; Second Quarter Investment Report; Resolution No. 2026-51; FY 2026-2027 District Investment Policy; Resolution No. 2026-52; Meter Purchase Transmittal of May 18, 2026; Resolution No. 2026-53; Resolution No. 2026-54; and, Professional Services Agreement.

Action Required: X Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-A

Meeting Date: August 17, 2026

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

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

Staff Recommendation: Receive and file the July 2026 expenditures totaling \$3,226,507.28.

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

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

1. Check No. 79036 – Monterey Peninsula Engineering in the amount of \$44,197.08 for LS safety grates – construction pymt #2.
2. Check No. 79041 – Wallace Group in the amount of \$34,493.90 for construction management.
3. Check No. 79042 – Whitson Engineers in the amount of \$49,110.00 for Topographic survey.
4. Check No. 79043 – Don Chapin CO., Inc. in the amount of \$159,120.00 for fire hydrant replacement project – pymt #1.
5. Check No. 79048 – Zanjero, Inc. in the amount of \$30,532.50 for CIP program management – Reservation Road Desal.
6. Wire – Santa Cruz County Bank in the amount of \$118,694.06 for BLM Construction Loan Payment.
7. Check No. 79112 – Zanjero, Inc. in the amount of \$51,703.98 for supply investigations 06/2026.
8. Check No. 79118 – Ghirardelli Associates, Inc. in the amount of \$34,894.00 for construction inspection.
9. ACH – CalPERS in the amount of \$528,943.00 for unfunded liability – Classic/PERS 62 Plan.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: ____Yes ____X No **Funding Source/Recap:** Expenditures are allocated across the six cost centers; 01-Marina Water, 02-Marina Sewer, 03- Ord Water, 04- Ord Sewer, 05-Recycled Water, 07-Groundwater Sustainability.

Other Consideration: None.

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

Action Required: Resolution X Motion Review

Board Action

Motion By Seconded By No Action Taken

Ayes Abstained

Noes Absent

JULY 2026 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
07/01/2026	79032 - 79033	Check Register	15,134.85
07/07/2026	ACH	Friedman & Springwater LLP	96,724.36
07/07/2026	ACH	Griffith, Masuda & Hobbs	37,247.10
07/07/2026	79034 - 79049	Check Register	599,492.08
07/13/2026	79050 - 79092	Check Register	142,988.43
07/15/2026	Wire	Santa Cruz County Bank	118,694.06
07/16/2026	79093	Check Register	106,073.44
07/20/2026	79094 - 79121	Check Register	447,827.89
07/28/2026	79122 - 79145	Check Register	87,869.36
07/03/2026	ACH	Payroll Direct Deposits	152,244.31
07/03/2026	ACH	CalPERS	41,397.30
07/03/2026	ACH	Empower Retirement	20,612.99
07/03/2026	ACH	Internal Revenue Service	67,309.43
07/03/2026	ACH	State of California - EDD	15,758.46
07/03/2026	ACH	WageWorks, Inc.	3,276.08
07/07/2026	502186 - 502197	Check Register	15,399.88
07/17/2026	ACH	Payroll Direct Deposits	159,228.12
07/17/2026	ACH	CalPERS	42,410.99
07/17/2026	ACH	Empower Retirement	20,206.65
07/17/2026	ACH	Internal Revenue Service	70,380.57
07/17/2026	ACH	State of California - EDD	16,631.13
07/17/2026	ACH	WageWorks, Inc.	3,276.08
07/20/2026	502198 - 502200	Check Register	113,568.74
07/23/2026	502201	Check Register	348.46
07/28/2026	ACH	CalPERS	528,943.00
07/30/2026	ACH	Internal Revenue Service	371.57
07/31/2026	ACH	Payroll Direct Deposits	174,153.37
07/31/2026	ACH	Empower Retirement	20,239.16
07/31/2026	ACH	Internal Revenue Service	85,220.68
07/31/2026	ACH	State of California - EDD	20,202.66
07/31/2026	ACH	WageWorks, Inc.	3,276.08
TOTAL DISBURSEMENTS			3,226,507.28

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
79032	06/17/2026	07/01/2026	Monterey Signs, Inc.	Graphic Design/ Installation Services - IOP B Side Signs	14,037.35
79033	05/16/2026	07/01/2026	M&M Backflow & Meter Maintenance	Bench Testing - (53) Small Water Meters (Reissue)	1,097.50
ACH	06/10/2026	07/07/2026	Friedman & Springwater LLP	Legal Services 05/2026	96,724.36
ACH	06/10/2026	07/07/2026	Griffith, Masuda & Hobbs	Legal Services 05/2026	37,247.10
79034	06/26/2026	07/07/2026	PG&E	Gas Service Meter Relocation - Tate Park Lift Station	20,051.23
79035	05/31/2026	07/07/2026	Schaaf & Wheeler	Bid Phase Support - Imjin LS Odor Control Program; Construction Phase On-Call Engineering Services - A1/A2 Tanks B/C Booster; Design Phase Engineering Services - Gigling LS FM Replacement; Engineering Support - Fire Hydrant Replacement Project, Gigling Rd Water Pipeline; Helicopter Fill Tanks Modeling Study - ASP Booster Station 05/2026; Developers (Dunes Phase 3, Marina Station Phases 3-4)	32,178.85
79036	04/30/2026	07/07/2026	Monterey Peninsula Engineering	LS Safety Grate Improvements - Construction Pmt #2	44,197.08
79037	06/15/2026	07/07/2026	MBS Business Systems	Copier Maintenance 06/20 - 09/19	420.23
79038	06/30/2026	07/07/2026	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fees - Welding Supplies 06/2026	64.50
79039	06/18/2026	07/07/2026	Verizon Wireless	Cell Phone Service 06/2026	430.59
79040	06/15/2026	07/07/2026	Monterey County Assessor	APN Data - Customer Service Tax Roll Report	350.00
79041	06/16/2026	07/07/2026	Wallace Group	Construction Management - CA Ave Water Main Pipeline; Construction Management, Support Services - LS Safety Grate Improvements 05/2026	34,493.90
79042	06/15/2026	07/07/2026	Whitson Engineers	Topographic Survey - C2 Res to Inter-Garrison, East Garrison 2nd Supply Pipelines 04/2026 - 05/2026	49,110.00
79043	06/20/2026	07/07/2026	Don Chapin Co., Inc	Fire Hydrant Replacement Project - Construction Pmt #1; Relocate Bollard - 3007 Arido Way	159,120.00
79044	06/29/2026	07/07/2026	CA Department of Finance	Population Change Estimate 01/2025 - 12/2025	350.00
79045	06/30/2026	07/07/2026	Richards, Watson & Gershon	Legal Services 05/2026	202,621.79
79046	06/09/2026	07/07/2026	Remy Moose Manley, LLP	Legal Services 05/2026	20,741.70
79047	06/09/2026	07/07/2026	Monterey Bay Technologies, Inc.	IT Support Services 05/2026	3,750.00
79048	06/08/2026	07/07/2026	Zanjero, Inc.	CIP Program Management/ Programmatic Support; Engineering Support - Reservation Rd Desal Phase 2 05/2026	30,532.50
79049	06/09/2026	07/07/2026	Staples, Inc.	Office Supplies, Furniture	1,079.71
79050	07/02/2026	07/13/2026	Denise Duffy & Associates, Inc.	Environmental Consulting Services - MCWD Service Area Annexation	696.00
79051	06/20/2026	07/13/2026	Pitney Bowes Global Financial Services LLC	Postage Machine Lease 05/09 - 08/08	1,089.75
79052	06/28/2026	07/13/2026	Home Depot Credit Services	Submersible Pump, Batteries - Meter Readers	358.34
79053	06/29/2026	07/13/2026	Grainger	General Operations/ Maintenance Supplies	60.10
79054	06/24/2026	07/13/2026	Jane's Answering Service	Answering Service 05/27 - 06/23	398.75
79055	07/08/2026	07/13/2026	Monterey Bay Analytical Services	Laboratory Testing	1,620.00
79056	06/29/2026	07/13/2026	Perma-Green Hydroseeding, Inc.	Landscaping - A1/A2 Tanks B/C Booster Pmt #5	8,074.80
79057	06/16/2026	07/13/2026	HD Supply, Inc.	General Operations/ Maintenance Supplies	1,672.85
79058	06/29/2026	07/13/2026	American Supply Company	Janitorial Supplies	607.82
79059	06/23/2026	07/13/2026	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	138.44
79060	06/30/2026	07/13/2026	Whitson Engineers	Surveying - (2) D-Booster, (3) 4th Ave Site Wells	2,344.00
79061	05/20/2026	07/13/2026	Don Chapin Co., Inc	Patch, Pave - Salinas Ave/ Carmel Ave, Carmel Ave/ Bayer St	9,290.79
79062	06/18/2026	07/13/2026	Calcon Systems, Inc.	Solar Battery Backup Installation - Reservoir C	18,992.00
79063	05/13/2026	07/13/2026	Sturdy Oil Company	General Operations/ Maintenance Supplies	127.37

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
79064	06/08/2026	07/13/2026	U.S. Bank Corporate Payment Systems	(3) Discharge Hoses, Fittings, Couplings - RDP Reservation Rd Desal Plant; Water Pump Station Engineering Course - Project Manager; 2026 ACWA Spring Conference Hotel - GM; 2026 SGMA Implementation Summit, Hotel - Water Resources Manager; Monthly/ Annual Software Subscriptions; General Supplies	8,529.64
79065	06/15/2026	07/13/2026	Della Mora Heating Sheet Metal & Air Conditioning	Boiler Inspection - IOP Office	307.50
79066	06/23/2026	07/13/2026	Marina Tire & Auto Repair	Oil Change - Vehicle #2512	119.65
79067	07/01/2026	07/13/2026	U.S. Bank National Association	Ord Office Copier Lease 06/26 - 07/25	190.10
79068	07/04/2026	07/13/2026	U.S. Bank National Association	IOP A Side Office Copier Lease 06/29 - 07/28	391.12
79069	06/30/2026	07/13/2026	Peninsula Messenger LLC	Courier Service 07/2026	285.00
79070	06/30/2026	07/13/2026	Iron Mountain, Inc.	Shredding Service 06/2026	423.48
79071	06/22/2026	07/13/2026	AT&T	Phone and Alarm Line Service 06/2026	160.93
79072	06/24/2026	07/13/2026	Marina Coast Water District	BLM Water, Sewer, Fire Service; Recycled Water Service - Armstrong Ranch 06/2026	6,365.69
79073	07/01/2026	07/13/2026	Pure Janitorial, LLC	Janitorial Service - BLM/ MCWD Offices 06/2026	5,286.05
79074	07/01/2026	07/13/2026	Kysmet Security & Patrol, Inc.	Security Patrol Services - MCWD Offices 06/2026	321.00
79075	07/01/2026	07/13/2026	Parra Environmental Training	Asbestos Cement Pipe Refresher Training	1,450.00
79076	06/21/2026	07/13/2026	T-Mobile	GPS Service - (40) Fleet Vehicles 06/2026	872.50
79077	06/20/2026	07/13/2026	T-Mobile	Cellular Services 04/19 - 05/18	964.22
79078	06/21/2026	07/13/2026	T-Mobile	Cell Phone Service 06/2026	2,253.45
79079	06/30/2026	07/13/2026	Quick Quack Car Wash Holdings, LLC	Car Washes - (3) Fleet Vehicles 06/2026	24.00
79080	07/02/2026	07/13/2026	Hildebrand Consulting, LLC	FOG, Backflow Fee Study 06/2026	2,500.00
79081	06/29/2026	07/13/2026	InfoSend, Inc.	Maintenance/ IVR Transaction Fees 05/2026	2,111.54
79082	06/30/2026	07/13/2026	Amazon Capital Services, Inc.	Janitorial Supplies	73.66
79083	07/02/2026	07/13/2026	Blaine Tech Services Inc	Low-Flow Pump Installation - 4th Ave Middle, Deep Monitoring Wells	10,374.67
79084	06/16/2026	07/13/2026	Ghirardelli Associates, Inc.	Construction Inspection Support - Fire Hydrant Replacement Project	21,263.00
79085	07/06/2026	07/13/2026	Division Painting, Inc.	Painting - BLM	2,368.00
79086	05/31/2026	07/13/2026	Point Reyes Bird Observatory	Western Snowy Plover Survey - Reservation Rd Desal Plant 05/2026	6,573.66
79087	05/31/2026	07/13/2026	KAZU 90.3FM	2026 Annual Campaign 05/2026	2,856.00
79088	07/01/2026	07/13/2026	DKF Solutions Group, LLC	Annual Software Subscription 07/2026 - 06/2027	6,804.00
79089	06/22/2026	07/13/2026	Corvid Electric	Astronomical Clock, Motion Sensor Installation - IOP B Side Improvements	3,176.85
79090	06/23/2026	07/13/2026	Confluence Environmental, Inc.	Video Logging - (7) New Monitoring Wells	8,808.72
79091	06/23/2026	07/13/2026	Superior Hydroseeding, Inc.	Erosion Control Hydroseeding - D-Booster Site	2,512.99
79092	07/07/2026	07/13/2026	Conservation Rebate Program	459 Lewis Pl - (2) Toilet Rebates	150.00
Wire	06/10/2026	07/15/2026	Santa Cruz County Bank	BLM Construction Loan Payment	118,694.06
79093	07/05/2026	07/16/2026	PG&E	Gas and Electric Service 06/2026	106,073.44
79094	06/30/2026	07/20/2026	Ace Hardware of Watsonville, Inc.	Padlocks, Shop Towels - Install Monitoring Wells; General Operations/ Maintenance, Water Resources, Meter Reader Supplies	417.91
79095	07/02/2026	07/20/2026	Denise Duffy & Associates, Inc.	Botanical Surveys - Sand Tank Parcel; Environmental Services - Gigling Rd Water Pipeline; Nesting Bird Survey - Fire Hydrant Replacement Project 06/2026	11,903.89

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
79096	07/09/2026	07/20/2026	PG&E	Electric Service 06/2026	16,540.98
79097	06/30/2026	07/20/2026	Schaaf & Wheeler	Design, Bid, Construction Services - Reservoir 2 Recoat 05/2026 - 06/2026; Design Phase - B2 Zone Tank 04/2026; Design Phase Engineering Services - Gigling LS FM Replacement 06/2026; Engineering Support - Fire Hydrant Replacement Project, Gigling Rd Water Pipeline 06/2026; Helicopter Fill Tanks Modeling Study - ASP Booster Station 06/2026; Proposed 5th Ave Water Main Replacement Modeling 04/2026 - 05/2026; RFI from WR on Recycled Water System 06/2026; Developer (Seneca Family/ Drew St Housing)	33,567.20
79098	07/08/2026	07/20/2026	Monterey Bay Analytical Services	Laboratory Services/ Water Sampling - RDP Reservation Rd Desal Plant	1,827.00
79099	07/06/2026	07/20/2026	Rauch Communication Consultants, Inc.	Support Development - Fire Water System Preparedness Response Plan	3,300.00
79100	06/01/2026	07/20/2026	Monterey County Auditor-Controller	LAFCO Administrative Charges	30,641.78
79101	07/10/2026	07/20/2026	Federal Express	Laboratory Sample Shipping	106.74
79102	07/07/2026	07/20/2026	HD Supply, Inc.	General Operations/ Maintenance Supplies	670.57
79103	07/10/2026	07/20/2026	Special District Association of Monterey County	SDA Quarterly Meeting	240.00
79104	07/09/2026	07/20/2026	Wallace Group	Engineering Design Services - Reservation Rd Desal Plant; Construction Management - CA Ave Water Main Pipeline, Reservation Rd Desal Plant, Tate Park LS 06/2026	51,185.51
79105	07/08/2026	07/20/2026	Randazzo Enterprises Inc	Demolition Environmental Assessment - Ord WWTP Blight Removal	15,148.75
79106	06/30/2026	07/20/2026	Pacific Ag Rentals LLC	(5) Mobile Restroom Rentals - MCWD Sites 06/2026	634.66
79107	07/08/2026	07/20/2026	Daiohs USA	Coffee Supplies 07/2026	744.89
79108	06/09/2026	07/20/2026	Remy Moose Manley, LLP	Legal Services 05/2026	49,336.00
79109	06/30/2026	07/20/2026	Western Exterminator Company	Pest Control - BLM/ MCWD Offices 06/2026	465.00
79110	07/14/2026	07/20/2026	Conservation Rebate Program	622 Santa Lucia Way #D - Washer Rebate	150.00
79111	07/01/2026	07/20/2026	EKI Environment & Water, Inc.	Engineering Assistance - FO-10 MW Replacement; Groundwater Modeling Technical Support; Monterey Subbasin GSP Implementation 05/2026	34,368.00
79112	07/10/2026	07/20/2026	Zanjero, Inc.	Engineering Procedures/ Guidelines Support 05/2026; Planning/ Permitting - Armstrong Ranch Site Plans, 2025 Urban Water Management Plan Development, CIP Program Management/ Programmatic Support, Engineering Support - Reservation Rd Desal Phase 2; Sand Tank IPR Program Owner's Advisory Support; Water Supply Investigations 06/2026	51,703.98
79113	06/25/2026	07/20/2026	The Ferguson Group, LLC	FY 2026 Defense Community Infrastructure Program Application/ Grant Writing - Advanced Metering Infrastructure Phase 1	10,000.00
79114	07/14/2026	07/20/2026	City of Seaside	City Utility Tax 04/2026 - 06/2026	48,531.13
79115	06/30/2026	07/20/2026	InfoSend, Inc.	Customer Billing Statements 06/2026	5,607.13
79116	07/10/2026	07/20/2026	First Alarm	Security, Fire Alarm Monitoring - MCWD Offices 08/2026	1,471.00
79117	07/14/2026	07/20/2026	Conservation Rebate Program	4765 Sea Crest Dr - Washer Rebate	150.00
79118	07/10/2026	07/20/2026	Ghirardelli Associates, Inc.	Construction Inspection Support - Fire Hydrant Replacement Project	34,894.00
79119	06/30/2026	07/20/2026	KAZU 90.3FM	2026 Annual Campaign 06/2026	1,938.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
79120	06/30/2026	07/20/2026	EMC Planning Group, Inc.	Land Use Evaluation for Appraisal - (4) APNs/ CEMEX Lapis Rd Sand Plant	5,283.77
79121	07/15/2026	07/20/2026	Dollar Energy Fund, Inc.	CARES Grant Program Administrative Funding, Fees	37,000.00
79122	07/01/2026	07/28/2026	Insight Planners	Web Development/ Maintenance, Hosting 06/2026	2,394.00
79123	06/30/2026	07/28/2026	Schaaf & Wheeler	Engineering Services During Construction - Tate Park LS 06/2026; Developer (Marina Kai Apartments)	5,818.00
79124	04/30/2026	07/28/2026	Monterey Peninsula Engineering	LS Safety Grate Improvements - Retention Payment	7,752.82
79125	06/23/2026	07/28/2026	MBS Business Systems	Printer - Director of Administrative Services Office	7,423.54
79126	06/30/2026	07/28/2026	Monterey Newspapers Partnership	Notice of Public Hearing - 2025 UWMP	255.88
79127	07/14/2026	07/28/2026	Monterey Bay Analytical Services	Laboratory Testing	450.00
79128	07/14/2026	07/28/2026	Rauch Communication Consultants, Inc.	Conservation Outreach Program, Public Relations 05/2026	18,343.95
79129	07/16/2026	07/28/2026	Green Line	Hydro Jetting Services - Well 12 Rehab 05/2026	2,010.00
79130	07/17/2026	07/28/2026	Federal Express	Laboratory Sample Shipping	525.38
79131	07/01/2026	07/28/2026	Maynard Group	Network Support 07/2026	5,435.20
79132	07/09/2026	07/28/2026	Wallace Group	Construction Support Services - LS Improvement Safety Grates 06/2026	462.50
79133	06/24/2026	07/28/2026	McGrath Rent Corp.	Locker Room Trailer Rental - Ord Office 07/2026	7,286.98
79134	07/15/2026	07/28/2026	Monterey County Water Resources Agency	Technical/ Professional Assistance - GSP Development 06/2026	742.00
79135	07/22/2026	07/28/2026	U.S. Bank National Association	IOP B Side Office Copier Lease 07/16 - 08/15	314.64
79136	06/30/2026	07/28/2026	Monterey Bay Technologies, Inc.	IT Support Services 06/2026	3,750.00
79137	07/15/2026	07/28/2026	AT&T	Phone and Alarm Line Service 06/2026 - 07/2026	270.95
79138	07/01/2026	07/28/2026	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 07/2026	500.00
79139	06/20/2026	07/28/2026	Dell Marketing LP	Dell Pro Precision Computer/ Modeling - Water Resources	4,546.15
79140	07/11/2026	07/28/2026	InfoSend, Inc.	Customer Billing Statements 06/2026 - 07/2026; Maintenance/ IVR Transaction Fees 06/2026	4,931.01
79141	07/09/2026	07/28/2026	Staples, Inc.	Office Supplies	266.39
79142	07/01/2026	07/28/2026	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 07/2026	683.97
79143	07/15/2026	07/28/2026	CSG Consultants, Inc.	Construction Management - Imjin LS Odor Control 06/2026	5,670.00
79144	07/14/2026	07/28/2026	Ghirardelli Associates, Inc.	Construction Inspection - Gigling Rd Water Pipeline 06/2026	7,936.00
79145	07/20/2026	07/28/2026	Conservation Rebate Program	3079 Arroyo Dr - Washer Rebate	100.00
ACH	07/03/2026	07/03/2026	Payroll Direct Deposits	Payroll Ending 06/26/26	152,244.31
ACH	07/03/2026	07/03/2026	CalPERS	Payroll Ending 06/26/26	41,397.30
ACH	07/03/2026	07/03/2026	Empower Retirement	Payroll Ending 06/26/26	20,612.99
ACH	07/03/2026	07/03/2026	Internal Revenue Service	Payroll Ending 06/26/26	67,309.43
ACH	07/03/2026	07/03/2026	State of California - EDD	Payroll Ending 06/26/26	15,758.46
ACH	07/03/2026	07/03/2026	WageWorks, Inc.	Payroll Ending 06/26/26	3,276.08
502186	05/22/2026	07/07/2026	Becks Shoe Store, Inc. - Salinas	Boot Benefit - O&M	264.65
502187	06/25/2026	07/07/2026	AFLAC	Employee Paid Benefits 06/2026	1,719.86
502188	05/18/2026	07/07/2026	Principal Life	Employee Paid Benefits 06/2026	282.80
502189	06/25/2026	07/07/2026	Employee Reimbursement	2026 SGMA Implementation Summit Mileage, Per Diem Meals, Boot Benefit	563.27
502190	06/23/2026	07/07/2026	WageWorks, Inc.	FSA Admin Fees 06/2026	248.00
502191	06/10/2026	07/07/2026	Federico Embroidery	Uniform Benefit - Administration, Water Resources	730.39

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
502192	05/31/2026	07/07/2026	Regional Government Services Authority	Advertisement - Cross-Connection Specialist, O&M Maintenance Worker	2,098.00
502193	06/06/2026	07/07/2026	Agile Occupational Medicine, PC	Drug Test (DOT) - O&M	125.00
502194	06/01/2026	07/07/2026	Perspectives Coaching	Leadership Team Development	8,031.73
502195	06/25/2026	07/07/2026	Employee Reimbursement	Uniform Benefit - Administration	210.72
502196	07/03/2026	07/07/2026	Teamsters Local Union No. 856	Payroll Ending 06/26/26	777.00
502197	07/03/2026	07/07/2026	CA State Disbursement Unit	Payroll Ending 06/26/26	348.46
ACH	07/17/2026	07/17/2026	Payroll Direct Deposits	Payroll Ending 07/10/26	159,228.12
ACH	07/17/2026	07/17/2026	CalPERS	Payroll Ending 07/10/26	42,410.99
ACH	07/17/2026	07/17/2026	Empower Retirement	Payroll Ending 07/10/26	20,206.65
ACH	07/17/2026	07/17/2026	Internal Revenue Service	Payroll Ending 07/10/26	70,380.57
ACH	07/17/2026	07/17/2026	State of California - EDD	Payroll Ending 07/10/26	16,631.13
ACH	07/17/2026	07/17/2026	WageWorks, Inc.	Payroll Ending 07/10/26	3,276.08
502198	06/01/2026	07/20/2026	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 07/2026	112,392.68
502199	07/06/2026	07/20/2026	CWEA - Monterey Bay Section	Membership, Grades II, III Collection System Certification Renewals	892.00
502200	07/08/2026	07/20/2026	Employee Reimbursement	Boot Benefit - Water Resources	284.06
502201	07/17/2026	07/23/2026	CA State Disbursement Unit	Payroll Ending 07/10/26	348.46
ACH	07/28/2026	07/28/2026	CalPERS	Unfunded Liability - Classic/ PERS 62 Plan	528,943.00
ACH	07/30/2026	07/30/2026	Internal Revenue Service	Taxable Benefit	371.57
ACH	07/31/2026	07/31/2026	Payroll Direct Deposits	Payroll Ending 07/24/26	174,153.37
ACH	07/31/2026	07/31/2026	Empower Retirement	Payroll Ending 07/24/26	20,239.16
ACH	07/31/2026	07/31/2026	Internal Revenue Service	Payroll Ending 07/24/26	85,220.68
ACH	07/31/2026	07/31/2026	State of California - EDD	Payroll Ending 07/24/26	20,202.66
ACH	07/31/2026	07/31/2026	WageWorks, Inc.	Payroll Ending 07/24/26	3,276.08
Total Disbursements for July 2026					3,226,507.28

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-B

Meeting Date: August 17, 2026

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 16, 2026

Staff Recommendation: Approve the draft minutes of the July 16, 2026 special joint Board/GSA meeting.

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

Discussion/Analysis: The draft minutes of July 16, 2026 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 July 16, 2026.

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

Special Board Meeting/Groundwater Sustainability Agency Board Meeting
July 16, 2026

Draft Minutes

1. Call to Order:

President Morton called the meeting to order at 9:07 a.m. on July 16, 2026 at 920 2nd Avenue, Marina, California; and, via Zoom teleconference.

2. Roll Call:

Board Members Present:

President Morton, Vice President Shriner, Director Imamura, and Director Moore.

Board Members Absent:

Director Smith.

Staff Members Present:

Remleh Scherzinger, General Manager; and, Paula Riso, Executive Assistant/Clerk to the Board.

Members of the Public in Attendance:

Yavuz Atila, and Jim Hollis.

3. Pledge of Allegiance:

Yavuz Atila led everyone present in the pledge of allegiance.

4. Public Comment on Closed Session Items:

There were no comments.

The Board entered into Closed Session at 9:14 p.m. to discuss the following item:

5. Closed Session:

A. Pursuant to Government Code 54957 (a)(1)

Threat to Public Services or Facilities

Consultation With Security Consultant and Information Technology Administrator

The Board ended closed session at 2:09 p.m.

President Morton reconvened the meeting to open session at 2:14 p.m.

6. Reportable Action Taken During Closed Session:

President Morton stated that there was no reportable action taken in closed session.

7. Adjournment:

President Morton adjourned the meeting at 2:14 p.m.

APPROVED:

President Morton

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-C

Meeting Date: August 17, 2026

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 20, 2026

Staff Recommendation: Approve the draft minutes of the July 20, 2026 regular joint Board/GSA meeting.

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

Discussion/Analysis: The draft minutes of July 20, 2026 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of July 20, 2026.

Action Required: ☐ Resolution ☒ Motion ☐ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
July 20, 2026

Draft Minutes

1. Call to Order:

Vice President Shriner called the meeting to order at 6:01 p.m. on July 20, 2026 at 920 2nd Avenue, Marina, California; and, via Zoom teleconference.

2. Roll Call:

Board Members Present:

President Morton – arrived at 6:02 p.m., Vice President Shriner, Director Imamura, Director Moore, and, Director Smith.

Board Members Absent:

None.

Staff Members Present:

Remleh Scherzinger, General Manager; David Hobbs, District Counsel; Derek Cray, Operations and Maintenance Manager; Garren Fisher, Controller; Patrick Breen, Water Resources Manager; Jack Gao, Senior Project Manager; Derrell Parker, Customer Service Administrator; Teo Espero, Information Technology Administrator; and, Paula Riso, Executive Assistant/Clerk to the Board.

Members of the Public in Attendance:

Access Media Productions; Vera Nelson; Kaila Kasper; Gonzalo Ortiz; Travis Enzweiler; Warren Foster; Rene Magdaleno; Joe Pineda; Jose Rodriguez; Belen Perez; Mary Lagasca; Travis Martens; Tobias Osborne; Joel Pablo; Andrew Racz; Mayra Magdaleno; Pamela; Audrey Cray; Greg Furey; Edrick Stewart; Jaime Schraback; Thomas; and, Andy Sterbenz.

3. Pledge of Allegiance:

Derek Cray led everyone present in the pledge of allegiance.

4. Oral Communications:

No comments were made.

5. Presentations:

A. Adopt Resolution No. 2026-40 to Recognize Kaila Kasper, Customer Service/Billing Technician II, for 5 Years of Service to the Marina Coast Water District:

Motion by: Director Moore Second by: Director Smith;
to: 1) Adopt Resolution No. 2026-40 to Recognize Kaila Kasper, Customer Service/Billing Technician II, for 5 Years of Service to the Marina Coast Water District. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

B. Adopt Resolution No. 2026-41 to Recognize Gonzalo Ortiz, System Operator II, for 5 Years of Service to the Marina Coast Water District:

Motion by: President Morton Second by: Director Moore;
to: 1) Adopt Resolution No. 2026-41 to Recognize Gonzalo Ortiz, System Operator II, for 5 Years of Service to the Marina Coast Water District. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

President Morton recessed the meeting from 6:40 p.m. until 6:52 p.m.

6. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Item:

1. Adopt Resolution No. 2026-GSA01 to Approve a Professional Services Agreement with EKI Environment & Water, Inc. for the Monterey Subbasin Groundwater Sustainability Plan Implementation for Fiscal Year 2026-2027:

Motion by: Director Moore Second by: Vice President Shriner;
to: 1) Adopt Resolution No. 2026-GSA01 to Approve a Professional Services Agreement with EKI Environment & Water, Inc. for the Monterey Subbasin Groundwater Sustainability Plan Implementation for Fiscal Year 2026-2027. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

7. Return to Marina Coast Water District Matters:

8. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 7:09 p.m. to discuss the following items.

9. Closed Session:

- A. Pursuant to Government Code 54957
Public Employee Performance Evaluation
Title: General Manager
- B. Pursuant to Government Code 54956.9(d)(2)
Conference with Legal Counsel – Threat of Potential Litigation
One Potential Case
- C. Pursuant to Government Code 54956.9(d)(2)
Conference with Legal Counsel – Significant Exposure to Litigation
Government Claims Act Claim
Claimant: Angela Morrow

The Board ended closed session at 8:33 p.m.

President Morton reconvened the meeting to open session at 8:39 p.m.

10. Reportable Actions Taken During Closed Session:

President Morton stated that there were no reportable actions taken on Item 9-A.

Item 9-B - President Morton stated that the Board voted 5-0 in favor of initiating litigation with the City of Marina and the Monterey Peninsula Water Management District challenging the State Lands Commission's approval of the Cal Am general lease application.

Item 9-C - President Morton stated that the Board voted 5-0 to reject the claim made by Angela Morrow.

11. Consent Calendar:

Director Smith requested to pull Items 11-C and 11-K. Director Imamura requested to pull Items 11-F, 11-I, and 11-J from the consent calendar.

Motion by: Director Moore Second by: Vice President Shriner;
to: 1) approve the Consent Calendar consisting of items: A) Receive and File the Check Register for the Month of June 2026; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 18, 2026; D) Receive the 2nd Quarter 2026 MCWD Water Consumption and Wastewater Flow Report; E) Capital Improvement Program – End of Year Engineering Update for FY 2025-2026; G) Adopt Resolution No. 2026-43 to Authorize the Submission of Delinquent Water and Wastewater Charges to the County of Monterey for Collection on the FY 2026-2027 Property Tax Roll; and, H) Adopt Resolution No. 2026-44 to Approve the Purchase of a New Vactor 2100i Combination Cleaner from Owens Equipment for the Operations and Maintenance Department.

Agenda Item 11 (continued):

Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

C. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 15, 2026:

There was discussion on Agenda Item 11-C.

Motion by: Director Imamura Second by: Vice President Shriner;
to: 1) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 15, 2026 as amended. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

F. Adopt Resolution No. 2026-42 to Approve the Revised Job Description for the Executive Assistant/Clerk to the Board of Directors Position:

Questions and clarification were given on Agenda Item 11-F.

Motion by: President Morton Second by: Vice President Shriner;
to: 1) Adopt Resolution No. 2026-42 to Approve the Revised Job Description for the Executive Assistant/Clerk to the Board of Directors Position. Motion passed.

Ayes: Moore, Smith, Shriner, Morton Noes: Imamura
Absent: None Abstained: None

I. Adopt Resolution No. 2026-45 to Accept the Infrastructure Improvements Installed Under a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes LP for the Dunes on Monterey Bay Phase 1B Promenade Development Project:

J. Adopt Resolution No. 2026-46 to Accept the Infrastructure Improvements Installed Under a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes LP for the Dunes on Monterey Bay Phase 2 West Development Project:

K. Adopt Resolution No. 2026-47 to Accept the Infrastructure Improvements Installed Under a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes LP for the Dunes on Monterey Bay Phase 2 North (Stage A) Development Project:

Agenda Item 11 (continued):

The Board agreed to discuss Items 11-I, 11-J, and 11-K collectively as the questions were the same for all. Clarification was given on Agenda Items 11-I, 11-J, and 11-K.

Motion by: Director Moore Second by: Director Imamura;
to: 1) adopt Resolution No. 2026-45 to Accept the Infrastructure Improvements Installed Under a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes LP for the Dunes on Monterey Bay Phase 1B Promenade Development Project; 2) adopt Resolution No. 2026-46 to Accept the Infrastructure Improvements Installed Under a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes LP for the Dunes on Monterey Bay Phase 2 West Development Project; and, 3) adopt Resolution No. 2026-47 to Accept the Infrastructure Improvements Installed Under a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes LP for the Dunes on Monterey Bay Phase 2 North (Stage A) Development Project. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

12. Action Items:

A. Adopt Resolution No. 2026-48 to Amend the FY 2026-2027 Budget to Fund and Award a Contract to Maggiora Brothers Drilling, Inc. for the Well 34 Rehab and Enhanced Disinfection Project:

Motion by: Director Smith Second by: Director Moore;
to: 1) adopt Resolution No. 2026-48 to Amend the FY 2026-2027 Budget to Fund and Award a Contract to Maggiora Brothers Drilling, Inc. for the Well 34 Rehab and Enhanced Disinfection Project. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

B. Review Proposed MCWD Art Policy:

Motion by: Director Smith Second by: President Morton;
to: 1) continue refining the policy and bring back a rewritten version. Motion passed.

Ayes: Imamura, Moore, Smith, Morton Noes: Shriner
Absent: None Abstained: None

Motion by: Director Moore Second by: Vice President Shriner;
to: 1) to continue the meeting past 10:00 p.m. until all the Action Items are completed. Motion
passed.

Ayes: Moore, Shriner, Morton Noes: None
Absent: None Abstained: None

**C. Provide Direction Regarding Election to the Coastal Network, Seat C, of the
California Special Districts Association Board:**

Motion by: Vice President Shriner Second by: Director Moore;
to: 1) place vote for candidate Vince Ferrante in the Election to the Coastal Network, Seat C, of
the California Special Districts Association Board. Motion passed.

Ayes: Moore, Shriner, Morton Noes: Imamura
Absent: None Abstained: Smith

13. Adjournment:

President Morton adjourned the meeting at 10:05 p.m.

APPROVED:

President Morton

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District Agenda Transmittal

Agenda Item: 10-D

Meeting Date: August 17, 2026

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Receive the Second Quarter Investment Report for Calendar Year 2026

Staff Recommendation: The Board receives the Marina Coast Water District Quarterly Investment Report for 2026.

Background: *Strategic Plan, Objective 3.2 – Finances are well managed to provide adequate revenue and avoid volatile rates.*

The California Government Code Section 53646 and the District's Investment Policy requires that a Quarterly Investment Report be submitted to the Board for review. This investment report allows the Board and the public to verify that the District's funds are invested in a safe and prudent manner, and that such investments comply with the District's Investment Policy and State Law.

Discussion/Analysis: The District's combined portfolio as of June 30, 2026, has a book value of \$53,090,071 with total interest earnings of \$993,670. The portfolio is diversified across several investment types, as outlined below:

- **Checking, Savings, and Money Market Accounts – 58%**
 - Includes both non-interest-bearing checking account (for operating activities) and interest-bearing savings and money market accounts (ranging from **3.88% to 3.92%**).
 - A portion of this reflects proceeds from Certificates of Deposit (CDs) that matured early last year and were reallocated to Five Star Bank savings account to take advantage of higher interest rates.
- **Local Agency Investment Fund (LAIF) – 30%**
 - Earning interest rate: **3.98%**
 - Provides liquidity and stable returns through the State of California pooled investment program.
- **California Cooperative Liquid Assets Securities System (CA CLASS) – 12%**
 - A Joint Powers Authority (JPA) investment pool sponsored by the California Special Districts Association (CSDA) and the League of California Cities.
 - Current interest rate: **3.70%**

Overall, the District's investments continue to perform well, as reflected in the historical investment summary provided. In the calendar year 2025, the District saw an increase of \$5.1 million in total investments and an 8% increase in interest earnings from prior year. Six months into the calendar year 2026, the principal balance has increased by \$1.2 million, demonstrating the ongoing success and effective management of the portfolio.

Environmental Review Compliance: None required

Legal Counsel Review: None required

Climate Adaptation: Not applicable

Financial Impact: _____ Yes X No

Funding Source/Recap: None

Material Included for Information/Consideration: Historical Investment Summary for the Second Quarter Calendar Year 2026.

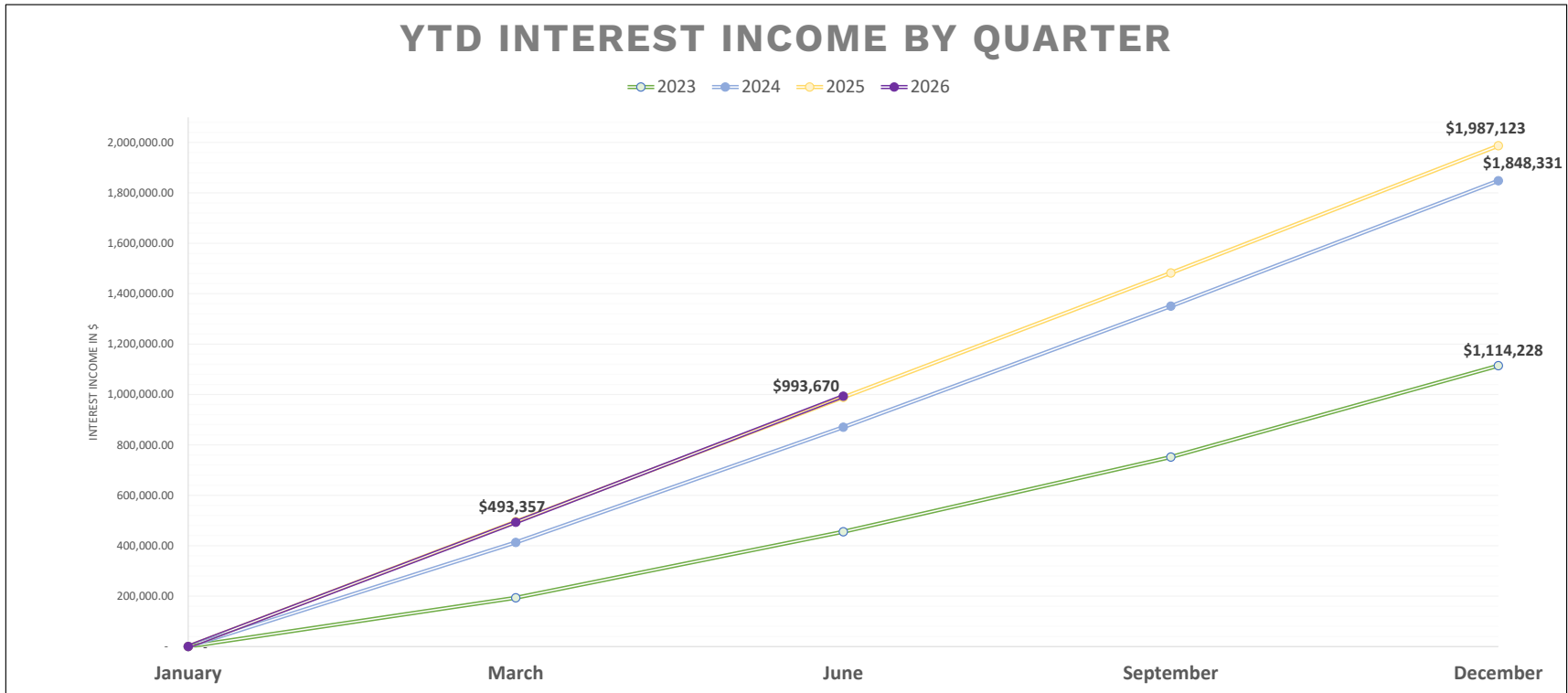
Action Required: Resolution Motion X Review

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes _____ Abstained _____

Noes _____ Absent _____



Interest Income		CY 2023		CY 2024		CY 2025		CY 2026
Q1	\$	193,290	\$	412,848	\$	496,075	\$	493,357
Q2	\$	262,412	\$	457,269	\$	492,423	\$	500,313
Q3	\$	295,927	\$	480,513	\$	494,135		
Q4	\$	362,599	\$	497,701	\$	504,490		
Total Interest	\$	1,114,228	\$	1,848,331	\$	1,987,123	\$	993,670



Historical Investment Summary as of June 30, 2026

Depository	BALANCE AS OF 12/31/24	YTD INTEREST 12/31/24	RATE	BALANCE AS OF 12/31/25	YTD INTEREST 12/31/25	RATE	BALANCE AS OF 06/30/26	YTD INTEREST 06/30/26	MATURITY DATE	RATE
Mechanics Bank										
General Checking	2,143,583	-		358,395	-		109,412	-		
Savings/MMK	17,162,219	605,648	4.67%	17,972,144	934,009	3.74%	21,887,531	361,386		3.92%
Savings - Bldg. Removal Fund	1,068,608	49,548	4.67%	667,234	70,669	3.74%	676,648	12,430		3.92%
Certificate of Deposit	5,124,658	256,755	5.25%	-	129,290	4.25%	-	-		
Certificate of Deposit	3,074,795	154,512	5.25%	-	80,670	4.25%	-	-		
Certificate of Deposit	2,101,531	100,565	4.25%	-	36,215	4.25%	-	-		
Five Star Bank										
Savings/MMK	-	-		8,012,578	12,578	4.18%	8,168,518	155,941		3.88%
State of California										
Local Agency Investment Fund (LAIF)	7,258,828	356,995	4.71%	15,587,501	336,450	4.20%	15,833,465	308,326		3.98%
California CLASS	8,871,669	324,308	4.64%	9,258,910	387,242	3.88%	6,414,497	155,587		3.70%
Total Investment	46,805,891	1,848,331	4.78%	\$ 51,856,762	\$ 1,987,123	4.06%	53,090,071	993,670		3.87%
YTD Change in Ending Balance				\$ 5,050,871	8%		\$ 1,233,309			

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-E

Meeting Date: August 17, 2026

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, P.E

Agenda Title: Adoption of Resolution No. 2026-51 to Adopt the FY 2026-27 District Investment Policy

Staff Recommendation: Adopt Resolution No. 2026-51 to adopt the FY 2026-27 District Investment Policy.

Background: *Strategic Plan, Objective No. 3.4 – A full set of financial policies are in place, reviewed, and updated on a scheduled basis.*

California Government Code Section 53646(a) requires the governing body of a local agency to review and approve the agency's investment policy at a public meeting each year. The District's Investment Policy (Policy No. 3040) was last reviewed and adopted on August 18, 2025, and provides the framework for the prudent investment of public funds.

The primary objectives of the District's investment program, as defined in Government Code Section 53600.5, remain unchanged:

1. Safety – Preservation of capital;
2. Liquidity – Availability of funds to meet operational needs;
3. Return – Earning a reasonable rate of return consistent with the first two objectives.

Discussion/Analysis: For FY 2026–2027, staff have reviewed Policy 3040 and recommend minor revisions to update fiscal year references. The revisions do not materially change the scope or intent of the policy.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel has reviewed the FY 2026-2027 Investment Policy.

Climate Adaptation: Not applicable.

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

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2026-51; redlined FY 2026-27 Proposed Draft District Investment Policy.

Action Required: X Resolution Motion Review

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

August 17, 2026

Resolution No. 2026-51
Resolution of the Board of Directors
Marina Coast Water District
Approving the FY26-27 District Investment Policy

RESOLVED by the Board of Directors (“Board”) of the Marina Coast Water District (“District”) at a regular meeting duly called and held on August 17, 2026, at 920 Second Avenue, Marina, California as follows:

WHEREAS, the District’s current investment policy is in compliance with the State Government Code; and,

WHEREAS, there have been no applicable changes to California Government Section 53600, *et seq.*; and,

WHEREAS, staff recommends adopting the updated Investment Policy with minor changes.

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

1. adopt Resolution No. 2026-51 to adopt the FY 2026-27 District Investment Policy; and,
2. authorize the General Manager to execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 17, 2026, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors_____

Noes: Directors_____

Absent: Directors_____

Abstained: Directors_____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2026-51 adopted August 17, 2026.

Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

POLICY MANUAL

POLICY TITLE: Investment Policy

POLICY NUMBER: 3040

3040.1 Purpose. The purpose of this policy is that all investments and deposits of District funds for ~~2025~~2026-2026~~7~~ shall be made only as set forth in this Annual Statement of Investment Policy in accordance with the Government Code.

3040.2 Applicable Law. The District's Investment Policy is based on provisions set forth in Title 2, Division 4, Part 2, Chapter 2, Article 11 (commencing at Section 16429.1) and Title 5, Division 2, Part 1, Chapter 4, Articles 1 and 2 (commencing at Section 53600) of the California Government Code governing the investment of local agency funds and deposits of public monies. All references to code sections in this Statement, unless otherwise specified, are from the California Government Code.

As set forth in Government Code Section 53600.5, the primary objective of the District's investment program shall be to safeguard the principal of funds (safety). The secondary objective shall be to meet the liquidity needs (liquidity). The third objective shall be to achieve a return on the funds invested (return).

Investments shall be made as if by a prudent person using the same discretion and intelligence a person would use in managing personal affairs and certainly not for speculation. As far as possible, all money belonging to or in the custody of the District, including money paid to the treasurer or other official to pay the principal, interest, or penalties of bonds, shall be deposited for safekeeping in an institution as described in Section 53635.2, observing the limitations specified in Sections 16429.1, 53601 et seq., and 53635.

3040.3 Investment Procedures.

3040.3.1 The Director of Administrative Services may invest monies not required for expenditure during the terms of the investment without first securing further Board approval if the investment is one of the following types:

- Local Agency Investment Fund of the State of California.
- Time certificates of deposits issued by a nationally or state-chartered bank or a state or federal association located within the State of California if fully secured by federal insurance or approved collateral at the required percentage of market value.
- United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- Investments through Joint Powers Authorities meeting the requirements of Government Code Section 53601(p).
- Collateralized bank deposits pursuant to Government Code Section 53601(n)

3040.3.2 The Director of Administrative Services may invest monies not required for expenditure during the term of the investment only after securing further Board approval if the investment is one of the following types:

- Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.
- Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- Bonds, notes, warrants, or other evidence of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.
- Time certificates of deposit issued by a nationally or state-chartered bank or a state or federal association located outside of the State of California if secured by federal insurance.

3040.3.3 No investment shall be purchased:

- On margin.
- "Forward" or "in the future."
- Based on foreign currency.
- Which are specified in Government Code Section 53601.6.

3040.3.4 unless (a) required to be of shorter maturity by law, (b) specifically authorized by the Board, or (c) as a part of a program no less than three months prior to the date of purchase, no investment shall be made with a maturity date greater than five years from the date of purchase unless specifically authorized by the Board or as a part of a program no less than three months prior to the date of purchase.

3040.4 Use of Securities Dealers and Brokers. When not purchasing an investment directly from the issuer, the District shall purchase it from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporation Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from

savings association or a federal association, or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank, as required by Section 53601.5.

3040.5 Investment Authority and Reporting Requirements.

3040.5.1 Director of Administrative Services: To the extent consistent with law, the Director of Administrative Services ("DAS") shall perform the duties of "treasurer" under Sections 53630 through Sections 53686. District funds deposited in any account are deemed to be in the treasury of the District, pursuant to Section 53636. The DAS is responsible for the safekeeping of money in his or her custody and shall enter into any contract with a depository relating to any deposit, which in his or her judgment is to the public advantage, as provided by Section 53649. The DAS is responsible for compliance with all state laws governing the day-to-day management of deposits as set forth in Sections 53630 through 53686.

3040.5.2 Borrowing Funds: In making any decision that involves borrowing in the amount of one hundred thousand (\$100,000) or more, the Board shall discuss, consider, and deliberate each decision as a separate item of business on the agenda of its meeting as prescribed in the Government Code, commencing at Section 54950.

3040.5.3 Director of Administrative Services' Quarterly Report: The DAS shall present quarterly reports on investments to the General Manager and Board. The report shall show the type of investment, how title is held, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than 12 months, rate of interest, the relationship of each investment to this investment policy, information showing that expenditure requirements can be met in the following quarter and specify investments made pursuant to Government Code Section 53601(i), and 53601.1. The quarterly reports shall also show whatever additional information the Board may require.

3040.5.4 In Lieu Statements: For District investments placed in the Local Agency Investment Fund, created by Section 16429.1, in FDIC-Insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the DAS may supply the most recent statement or statements received by the District from these institutions in lieu of the information required by **3040.5.3**.

3040.5.5 Investment Committee: The Budget & Engineering Committee shall periodically review the investments held by the District, the cash flow requirements of the District, and the compliance of its investments with this Statement. The Committee shall make an annual report and recommendation to the Board concerning implementation or changes in this policy. If there is no Budget & Engineering Committee, the Board shall perform the review.

3040.5.6 Annual Board Review: The Board shall meet annually to review the District Investment Policy portfolio, quarterly reports prepared pursuant to Section 53646 of the Government Code, and any other relevant information regarding anticipated cash requirements for the purpose of selecting investment instruments for District funds. This investment policy shall be reviewed annually or more often, as necessary.

3040.5.7 The District may commingle unrestricted funds for the purpose of investing amounts on hand, so long as the investments meet the requirements of this Policy.

Adopted: June 9, 1992 via Resolution No. 92-11-A
Revised: February 25, 1993 via Resolution No. 93-6
Revised: July 28, 1999 via Resolution No. 99-11
Revised: August 28, 2002 via Resolution No. 2002-37
Revised: November 8, 2011 via Resolution No. 2011-81
Revised: November 13, 2012 via Resolution No. 2012-71
Revised: April 7, 2014 via Resolution No. 2014-15
Revised: December 7, 2015 via Resolution No. 2015-58
Revised: June 20, 2022 via Resolution No. 2022-28
Revised: January 22, 2024 via Resolution No. 2024-02
Revised: August 18, 2025 via Resolution No. 2025-42
Revised: August 17, 2026 via Resolution No. 2026-xx

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-F

Meeting Date: August 17, 2026

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2026-52 to Amend the FY 2026-2027 Budget and Approving the Rollover of the FY 2026 Appropriation for the Water Meter and Register Purchase to FY 2027

Staff Recommendation: Adopt Resolution No. 2026-52 to amend the FY 2026-2027 budget and rollover the \$195,789 FY 2026 appropriation for the water meter and register purchase to FY 2027 to align the budget with expenditures recorded in FY 2027.

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

In May 2026, the Board approved an appropriation of \$195,789 for the purchase of water meters and registers to replenish District inventory and support new service connections, replacements, maintenance activities, and development within the District's service area.

The purchase included:

Item	Quantity
¾" Water Meter	50
1" Water Meter	50
1 ½" Water Meter	20
2" Water Meter	30
¾" Meter Register	150
1" Meter Register	150

Discussion/Analysis:

Although the purchase was initiated in FY2026, the vendor experienced inventory shortages that delayed the delivery of the meters and registers beyond the end of the fiscal year. As a result, the items were not received until July 2026, and the related expenditures were recorded in FY2027.

Staff is requesting that the appropriation of \$195,789 be rolled over to FY2027 to align the budget appropriation with the fiscal year in which the goods were received and expenditures were recorded.

Environmental Review Compliance: None Required

Legal Counsel Review: None required.

Climate Adaptation: Not Applicable.

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

Other Considerations: None

Materials Included for Information/Consideration: Resolution No. 2026-52; and, copy of May Board Transmittal.

Action Required: X Resolution Motion Review

Board Action

Motion By Seconded By No Action Taken

Ayes Abstained

Noes Absent

August 17, 2026

Resolution No. 2026-52
Resolution of the Board of Directors
Marina Coast Water District

Amending the FY 2026-2027 Budget and Approving the Rollover of Fiscal Year 2026
Appropriation in the Amount of \$195,789 for the Purchase of Water Meter and Register
to Fiscal Year 2027

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), a regular meeting duly called and held on August 17, 2026 at 920 Second Avenue, Marina California as follows:

WHEREAS, the Board of Directors previously approved the purchase of water meters and registers in May 2026 to support ongoing operational needs, new service connections, replacements, and increased development activity within the District’s service area; and,

WHEREAS, the purchase was funded through the Fiscal Year (FY) 2026 budget in the amount of \$195,789; and,

WHEREAS, due to the timing of the procurement process and inventory issues, the water meters and registers were received and the related expenditures were recorded in FY 2027; and,

WHEREAS, the FY 2026 appropriation remains unspent and must be rolled over to Fiscal Year 2027 to align the budget with the timing of the expenditures; and,

WHEREAS, the requested rollover does not represent a new funding request or an increase to the amount previously approved by the Board.

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

1. adopt Resolution No. 2026-52 amending the FY 2026-2027 budget and approving the rollover of FY 2026 appropriation in the amount of \$195,789 for the purchase of water meter and register to FY 2027.
2. Authorize the General Manager to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 17, 2026, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2026-52 adopted August 17, 2026.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-F

Meeting Date: May 18, 2026

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Purchase of Water Meters and Registers

Staff Recommendation: Approve the purchase of water meters and registers from Hydro Pro Solutions, Inc. in the amount of \$195,788.25.

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

Discussion/Analysis: Staff is requesting Board approval to purchase water meters and registers to replenish the District's inventory. This purchase is necessary to support ongoing operations and increased development activity within the District's service area.

The requested materials include a range of standard meter sizes and registers commonly used for new installations, replacements, and maintenance activities. Existing inventory levels have declined due to a higher volume of meter installations and related work.

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The proposed purchase includes the following meter sizes and quantities:

- 50 – ¾" water meters
- 50 – 1" water meters
- 20 – 1½" water meters
- 30 – 2" water meters
- 150 – ¾" meter registers
- 150 – 1" meter registers

In addition to new service connections, meters and registers are replaced as needed based on field conditions. During routine work, staff may identify meters or registers that are no longer functioning properly due to age, wear, or environmental exposure. In these instances, replacements are completed at staff's discretion to ensure accurate measurement, reliable system performance, and billing integrity.

Maintaining adequate meter stock is essential to ensure timely service connections, avoid project delays, and support continued growth within the District.

Conclusion: Approval of this purchase will allow the District to maintain sufficient inventory levels to meet operational needs and support increased development activity.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Financial Impact: _____ Yes X No
Water and 03-Ord Water

Funding Source/Recap: 01-Marina

Other Considerations: None.

Materials Included for Information/Consideration: Quote from HydroPro Solutions, Inc.

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: 10-G

Meeting Date: August 17, 2026

Prepared By: Teo Espero

Approved By: Remleh Scherzinger, PE

Reviewed By: Mary Lagasca, CPA

Agenda Title: Adopt Resolution No. 2026-53 to Amend the FY 2026-2027 Operating Budget and Roll Over \$101,900 in Unspent FY 2025-2026 Cybersecurity Program Funds

Staff Recommendation: Adopt Resolution No. 2026-53 to amend the FY 2026-2027 Operating Budget by \$101,900 and carry forward unspent FY 2025-2026 grant-funded appropriations for completion of two cybersecurity programs.

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

On December 24, 2024, the District received the Notice of Allocation for the FY 2024-2025 State and Local Cybersecurity Grant Program (SLCGP). On February 18, 2025, the Board adopted Resolution No. 2025-09 accepted that the SLCGP, administered by the California Governor’s Office of Emergency Services (Cal OES), made \$215,002 available to the District for implementation of projects aligned with SLCGP objectives.

The FY 2025-2026 budget included funding for the Cybersecurity Awareness Training Services program and the Vulnerability Assessment, Cybersecurity Audit, and Penetration Testing Services program. The appropriated funds were not fully expended before the close of the fiscal year. The services remain necessary, and the unspent funds are requested to be carried forward into the FY 2026-2027 budget so the work can be completed in accordance with applicable grant, procurement, and District requirements.

Program Component	FY 25/26 Budget	FY 25/26 Expenses	Remaining Balance
Cybersecurity Awareness and Training Program	\$5,200	\$1,800	\$3,400
Vulnerability Assessments and Penetration Testing	\$98,500	0	\$98,500
Totals	\$103,700	\$1,800	\$101,900

Discussion/Analysis: The requested budget amendment carries forward \$101,900 in unspent CalOES SLCGP funds for the two programs described below.

- 1. Cybersecurity Awareness Training Services** – The requested amendment will carry forward \$3,400 of the unspent FY 2025-2026 budget into FY 2026-2027 to complete the remaining services under the amended agreement with CCS Learning Academy, the contractor selected for the project. The amendment does not change the original contract amount not to exceed \$5,200; it only makes the remaining unspent amount available for use in FY 2026-2027.

- 2. Vulnerability Assessment, Cybersecurity Audit, and Penetration Testing Services –**
The requested amendment will carry forward \$98,500 of the unspent FY 2025-2026 budget into FY 2026-2027 to complete the project under the amended Professional Services Agreement with Cogent Infotech Corporation, the consultant selected for the project. The amendment does not change the original contract amount not to exceed \$98,500; it only makes the unspent amount available for use in FY 2026-2027.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Cyber-attacks can lead to the loss of control over critical equipment and warning systems. Reducing the attack vectors to the infrastructure and systems that maintain control of these facilities will help prevent potential damage to human health and the environment caused by catastrophic spills and waste discharges.

Financial Impact: ☒ Yes ☐ No **Funding Source/Recap:** The amendment carries forward existing unspent grant-funded appropriations and does not increase the approved total program amounts. No additional unrestricted District funding is requested through this action. The proposed FY 2026-2027 Operating Budget amendments are:

Program Budget Amendment	Current FY 26-27 Budget	Change	New FY 26-27 Budget	Funding Source
Cybersecurity Awareness Training Services	\$0	\$3,400	\$3,400	SLCGP Grant (Reimbursement)
Vulnerability Assessment, Cybersecurity Audit, and Penetration Testing Services (Phase 1)	\$0	\$98,500	\$98,500	SLCGP Grant (Reimbursement)
IT Staff Cybersecurity Technical Trainings	\$5,284	\$0	\$5,284	SLCGP Grant (Reimbursement)
Data Encryption/Protection	\$26,756	\$0	\$26,756	SLCGP Grant (Reimbursement)
Incident Response and Recovery Plan	\$22,538	\$0	\$22,538	SLCGP Grant (Reimbursement)
Vulnerability Assessment, Cybersecurity Audit, and Penetration Testing Services (Phase 2)	\$56,722	\$0	\$56,722	SLCGP Grant (Reimbursement)
TOTAL	\$111,300	\$101,900	\$213,200	

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2026-53.

Action Required: ☒ Resolution ☐ Motion ☐ Review

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____

Abstained_____

Noes_____

Absent_____

August 17, 2026

Resolution No. 2026 - 53
Resolution of the Board of Directors
Marina Coast Water District
Amend the FY 2026-2027 Operating Budget to
Roll Over Unspent FY 2025-2026 Cybersecurity Program Funds

RESOLVED by the Board of Directors ("Board") of the Marina Coast Water District ("MCWD" or "District") at a regular meeting duly called and held on August 17, 2026 at 920 Second Avenue, Marina, California, as follows:

WHEREAS, MCWD applied for and was approved to receive a \$215,000 grant from the California Governor's Office of Emergency Services (Cal OES) through the FY 2024-2025 State and Local Cybersecurity Grant Program (SLCGP) to further strengthen the District's cybersecurity posture, subject to applicable grant, procurement, accessibility, reporting, and District requirements; and,

WHEREAS, the grant-funded program includes vulnerability assessments and penetration testing, data protection and encryption enhancement, incident response and recovery planning, and cybersecurity awareness and training; and,

WHEREAS, the Board passed and adopted Resolution No. 2026-33 to Adopt the Marina Coast Water District Operating and Capital Improvement Budget for FY 2026-2027 and Waive Section 6.08.070 of the District Code; and,

WHEREAS, the budget included appropriations for the Cybersecurity Awareness Training Services and Vulnerability Assessment, Cybersecurity Audit, and Penetration Testing Services components of the District's Cybersecurity program under the CalOES grant; and,

WHEREAS, the District is continuing the implementation of its cybersecurity improvement programs in FY 2026-2027 supported by State and Local Cybersecurity Grant Program funding; and,

WHEREAS, District staff is requesting a rollover of \$3,400 in unspent funding for Cybersecurity Awareness Training Services and \$98,500 in unspent funding for Vulnerability Assessment, Cybersecurity Audit, and Penetration Testing Services, for a total requested rollover of \$101,900; and,

WHEREAS, the services remain necessary to complete the District's planned cybersecurity program activities from FY 2025-2026, and a FY 2026-2027 Operating Budget amendment is required to carry forward the unspent appropriations; and,

WHEREAS, the adopted FY 2026-2027 Operating Budget includes \$111,300 in the same grant-related cybersecurity budget line item for other planned projects, and the proposed \$101,900 rollover will increase the line item to \$213,200 without reducing or reallocating the existing \$111,300.

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

1. adopt Resolution No. 2026-53 to Amend the FY 2026-2027 Operating Budget to carry forward the following unspent FY 2025-2026 cybersecurity program appropriations:

Program Budget Amendment	Current FY 26- 27 Budget	Change	New FY 2026-2027 Budget	Funding Source
Cybersecurity Awareness Training Services	\$0	\$3,400	\$3,400	SLCGP Grant (Reimbursement)
Vulnerability Assessment, Cybersecurity Audit, and Penetration Testing Services (Phase 1)	\$0	\$98,500	\$98,500	SLCGP Grant (Reimbursement)
IT Staff Cybersecurity Technical Trainings	\$5,284	0	\$5,284	SLCGP Grant (Reimbursement)
Data Encryption/Protection	\$26,756	0	\$26,756	SLCGP Grant (Reimbursement)
Incident Response and Recovery Plan	\$22,538	0	\$22,538	SLCGP Grant (Reimbursement)
Vulnerability Assessment, Cybersecurity Audit, and Penetration Testing Services (Phase 2)	\$56,722	0	\$56,722	SLCGP Grant (Reimbursement)
TOTAL	\$111,300	\$101,900	\$213,200	

2. authorize the General Manager to take all actions and execute all documents necessary or appropriate to give effect to this resolution, subject to the District's procurement policies, grant requirements, and approved program scopes.
3. require that the carried-forward funds be used only for the authorized cybersecurity programs and remain subject to all applicable grant terms, reporting requirements, and periods of performance.

PASSED AND ADOPTED on August 17, 2026, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2026-53 adopted August 17, 2026.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item:10-H

Meeting Date: August 17, 2026

Prepared By: Teo Espero

Approved By: Remleh Scherzinger, PE

Reviewed By: Mary Lagasca, CPA

Agenda Title: Adopt Resolution No. 2026-54 to Award a Professional Services Agreement to ClientFirst Technology Consulting for Enterprise Resource Planning Evaluation, Selection, and Procurement Consulting Services

Staff Recommendation: Adopt Resolution No. 2026-54 to authorize the General Manager to execute a Professional Services Agreement with ClientFirst Technology Consulting for Enterprise Resource Planning (ERP) Evaluation, Selection, and Procurement Consulting Services in an amount not-to-exceed \$140,000.

Background: *Strategic Plan, Objective No. 2.3 – Technology is used to improve the cost-effectiveness of Management, Administration, Operations, and Maintenance.*

The District has used Springbrook as its ERP platform since October 2000 to support core administrative and financial functions, including finance, budgeting, customer account management, utility billing, payroll, human resources, reporting, and related business processes. Although the system has been upgraded and modernized over the years, Springbrook has remained the foundation of the District's ERP environment for more than two decades.

As the District has continued to grow, its operational, reporting, integration, cybersecurity, and data-management needs have also become more complex. The District has increasingly outgrown the capabilities of the current ERP system and has encountered certain design limitations that require workarounds, reduce efficiency, and hamper day-to-day business processes. While the current platform has served the District for many years, its current incarnation no longer sufficiently meets the District's evolving operational and organizational needs.

The District issued a Request for Proposals for an independent consultant to assist with ERP evaluation, selection, and procurement. The requested services include current-state and business-process assessment, functional and technical requirements, data conversion and integration planning, RFP development, vendor evaluation, demonstrations, cybersecurity and SaaS risk review, implementation readiness, change management planning, ERP governance recommendations, executive recommendation, and contract negotiation support. District staff reviewed the proposals using the evaluation criteria established in the RFP and conducted proposer interviews. Based on the written proposal, relevant public-sector and utility experience, project approach, proposed team, cybersecurity capabilities, change-management approach, cost, and interview responses, staff recommends ClientFirst Technology Consulting for award.

Discussion/Analysis: The District issued the ERP Evaluation, Selection, and Procurement Request for Proposals for a one-month solicitation period. At the close of the solicitation, the District received 18 proposals. Staff completed an initial review for responsiveness and then evaluated the proposals using the weighted scoring criteria established for the procurement, which includes:

- **Relevant Public-Sector and Utility Experience:** Experience providing ERP consulting services to public agencies, with emphasis on water, wastewater, sanitary, and other utility organizations.
- **ERP Replacement Experience:** Direct experience with ERP assessment, replacement, procurement, vendor selection, data migration planning, and system transition activities.
- **Proposed Methodology:** The clarity, completeness, practicality, and overall quality of the proposed approach, including business-process assessment, requirements development, RFP preparation, vendor evaluation, demonstrations, contract negotiations, implementation readiness, and project governance.
- **Project Team Qualifications:** The experience, qualifications, availability, and subject-matter expertise of the personnel proposed to perform the work.
- **Cybersecurity and SaaS Expertise:** The firm's ability to address cybersecurity, cloud and SaaS risks, data protection, access controls, vendor risk, business continuity, disaster recovery, and related technical considerations.
- **Change Management Approach:** The firm's approach to stakeholder engagement, organizational readiness, communication, training, user adoption, and resistance to changes in business processes and technology.
- **Cost Proposal:** Professional fees, reimbursable expenses, cost transparency, overall value, and potential for additional costs or change orders.
- **Interview:** Used to clarify proposal details, evaluate the firm's understanding of the District's needs, assess communication and responsiveness, and further evaluate the proposed approach and ability to work with District staff.

Following the evaluation of the written proposals, the two highest-ranked firms were invited to interviews. The interviews provided the evaluation team an opportunity to clarify proposal details, further evaluate each firm's experience and proposed approach, discuss project schedule and staffing, and assess how well each firm understood the District's ERP needs.

The District also conducted reference checks for the two highest-ranked firms to verify relevant project experience and obtain feedback from prior public-agency clients regarding consultant performance, communication, project management, deliverable quality, schedule and budget management, and overall satisfaction.

Following completion of the proposal evaluations, interviews, and reference checks, staff determined that ClientFirst Technology Consulting provided the best overall value and approach for the District's ERP evaluation, selection, and procurement project.

ClientFirst Technology Consulting: ClientFirst Technology Consulting is a public-sector technology consulting firm that focuses on local government agencies. The firm has provided

enterprise applications consulting services for more than 20 years and reports experience with more than 500 public agencies and over 3,500 projects nationwide, including more than 150 agencies in California. Its consulting services include ERP assessment and selection, business-process review, requirements development, vendor evaluation, contract negotiation, implementation planning, cybersecurity, change management, and project oversight. ClientFirst also identifies extensive experience with water, wastewater, sanitary, and other utility agencies, making its background directly relevant to the District's ERP replacement effort. The following summarizes the qualifications, proposed approach, and other considerations that staff found most relevant to the District's ERP evaluation, selection, and procurement effort:

- 1. Relevant Utility and Public-Sector Experience:** ClientFirst's proposal identifies ERP selection and implementation experience with water and wastewater organizations and special districts, including Union Sanitary District, Novato Sanitary District, Coachella Valley Water District, Cucamonga Valley Water District, Helix Water District, Las Virgenes Water District, and other California public agencies. The proposed team includes personnel with direct public-sector finance, ERP implementation, payroll/HR, business-process, and utility experience.
- 2. Proposed Scope and Methodology:** The proposed work is organized around software needs assessment, RFP development, vendor evaluation and selection, and contract negotiations and implementation-plan review. The work includes requirements development, process review, data conversion and integration requirements, vendor proposal analysis, scripted demonstrations, due diligence, executive recommendation, ERP governance recommendations, implementation readiness assessment, and a change management plan.
- 3. Cybersecurity and SaaS Risk Review:** ClientFirst includes a cybersecurity workstream to review District requirements, update ERP cybersecurity requirements, evaluate vendor responses and SOC reports, conduct vendor follow-up, and support comparative scoring. The firm's broader cybersecurity practice includes NIST- and CIS-based assessments, SaaS risk assessments, business continuity and incident response planning, MFA/SSO, vulnerability testing, and cloud-security review.
- 4. Project Team:** ClientFirst proposes a project team with experience in public-sector ERP selection, business-process analysis, project management, finance, payroll and human resources, utility operations, system implementation, and cybersecurity. The proposed staffing structure includes project leadership, business-process analysts, application consultants, and cybersecurity resources. ClientFirst states that the assigned personnel have sufficient availability to complete the work on time and within budget.
- 5. Schedule:** During the proposer interview, ClientFirst confirmed an anticipated project duration of approximately 10 months from kickoff through procurement and contract negotiations. The detailed schedule will be finalized with the District during project initiation and will depend on staff availability, review cycles, procurement milestones, vendor response periods, demonstrations, and negotiations.

- 6. Cost and Scope Control:** ClientFirst proposes \$93,773 for ERP consulting services and \$5,775 for cybersecurity services, for a total proposed consulting scope of \$99,548. Staff recommends a Professional Services Agreement amount not to exceed \$140,000. The remaining contract capacity of up to \$40,452 may be used only for District-approved travel expenses and pre-approved value-added services that are not included in ClientFirst's original scope of work but may be identified during the project as beneficial to the District. Examples of possible value-added services include a detailed chart of accounts review, redesign, or standardization; hands-on legacy data cleanup and remediation; development of data governance or master-data standards; additional custom reporting or dashboard requirements development; expanded integration or interface design documentation; additional business-process or workflow redesign beyond the originally scoped workshops; records and data archival planning; and other ERP-readiness services requested by the District. Any value-added service must have a defined scope, cost, and District approval before the work is performed.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel has reviewed this transmittal.

Climate Adaptation: Not directly applicable. Modernizing the District's enterprise systems, cybersecurity requirements, data management, and business-continuity expectations supports overall organizational resiliency.

Financial Impact: X Yes No **Funding Source/Recap:** The FY 2026-2027 Operating Budget includes \$150,000 for ERP consulting services. The recommended Professional Services Agreement with ClientFirst Technology Consulting is not-to-exceed \$140,000. Of this amount, \$99,548 is for the original proposed ERP and cybersecurity consulting scope. Up to \$40,452 is available for District-approved travel expenses and pre-approved value-added services that are outside the original scope of work and may be added only when the District determines that the additional work will provide value to the ERP evaluation and selection effort. This leaves \$10,000 of the approved ERP consulting budget uncommitted.

Professional Services Agreement Breakdown

Cost Component	Amount	Funding Source	Notes
ERP Consulting Services	\$93,773	FY 2026-2027 Operating Budget	Proposed ERP consulting scope
Cybersecurity Services	\$5,775	FY 2026-2027 Operating Budget	Proposed cybersecurity scope
Base Proposed Scope (Total)	\$99,548	FY 2026-2027 Operating Budget	Original ERP and cybersecurity consulting scope
Approved Travel / Value-Added Services Allowance	\$40,452	FY 2026-2027 Operating Budget	Pre-approved travel and services outside the original scope only
Total Professional Services Agreement – Not-to-Exceed	\$140,000	FY 2026-2027 Operating Budget	Maximum authorized agreement amount

Budget Overview

Cost Component	Amount	Funding Source	Notes
ERP Consulting Budget	\$150,000	FY 2026-2027 Operating Budget	Adopted budget
Uncommitted Budget Balance	\$10,000	FY 2026-2027 Operating Budget	Remaining outside the agreement

Other Considerations: The \$40,452 allowance within the not-to-exceed amount is not an automatic expenditure and does not expand ClientFirst's original scope by default. Travel expenses must be approved in accordance with the agreement. Any value-added service must be outside the original scope, directly related to the ERP evaluation, selection, procurement, or readiness effort, and separately approved by the District before the work is performed. Examples may include detailed chart of accounts redesign or standardization, hands-on data cleanup, data governance development, custom reporting or dashboard requirements, expanded interface design, additional workflow redesign, and data archival planning. Implementation project-management or implementation advisory services after ERP/vendor selection are not included in this award and would require separate authorization or procurement as applicable.

Material Included for Information/Consideration: Resolution No. 2026-54; and, ClientFirst Technology Professional Services Agreement.

Action Required: X Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 17, 2026

Resolution No. 2026 - 54
Resolution of the Board of Directors
Marina Coast Water District

Award a Professional Services Agreement to ClientFirst Technology Consulting
for Enterprise Resource Planning Evaluation, Selection, and Procurement Consulting Services

RESOLVED by the Board of Directors ("Board") of the Marina Coast Water District ("MCWD" or "District") at a regular meeting duly called and held on August 17, 2026 at 920 Second Avenue, Marina, California, as follows:

WHEREAS, the District relies on an Enterprise Resource Planning (ERP) system to support core administrative and financial functions, including finance, budgeting, utility billing, payroll, human resources, reporting, and related business processes, and the current ERP environment no longer adequately supports the District's evolving operational, reporting, integration, cybersecurity, and data-management needs, creating a need to evaluate a replacement ERP platform; and,

WHEREAS, the District determined that professional consulting services are needed to assess business processes and system requirements, develop the ERP procurement and RFP, evaluate potential solutions, assess cybersecurity and implementation risks, and assist with vendor selection and contract negotiations; and,

WHEREAS, the District issued a Request for Proposals (RFP) for ERP evaluation, selection, and procurement consulting services, and District staff evaluated the responsive proposals based on relevant public-sector and utility experience, ERP replacement experience, proposed methodology, project team qualifications, cybersecurity and SaaS expertise, change management approach, and cost; and,

WHEREAS, the highest-ranked firms were invited to participate in interviews and reference checks, after which ClientFirst Technology Consulting was determined to provide the best overall combination of qualifications, experience, approach, and value for the District's ERP evaluation, selection, and procurement project; and,

WHEREAS, ClientFirst proposed \$93,773 for ERP consulting services and \$5,775 for cybersecurity services, for a total base scope of \$99,548, and staff recommends a Professional Services Agreement in an amount not to exceed \$140,000, including up to \$40,452 for District-approved travel expenses and pre-approved value-added services outside the original scope of work, with the remaining \$10,000 of the District's \$150,000 FY 2026-2027 ERP consulting budget to remain uncommitted.

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

1. adopt Resolution No. 2026-54 to award a Professional Services Agreement to ClientFirst Technology Consulting for Enterprise Resource Planning Evaluation, Selection, and Procurement Consulting Services in an amount not-to-exceed \$140,000.

2. authorize the General Manager to negotiate and execute the Professional Services Agreement and any related documents necessary to carry out the Board's action, subject to Legal Counsel review and applicable District procurement and budget requirements.
3. authorize the General Manager to approve District-related travel expenses and value-added services within the \$140,000 not-to-exceed agreement amount, provided that each value-added service is outside the original scope of work, directly related to the ERP evaluation, selection, procurement, or readiness effort, has a defined scope and cost, and is approved by the District before the work is performed. Such services may include, but are not limited to, detailed chart of accounts review or redesign, hands-on legacy data cleanup, data governance or master-data standards, custom reporting or dashboard requirements, expanded integration or interface design, additional business-process or workflow redesign, and records or data archival planning.
4. Require that any material expansion of scope, implementation project-management services after ERP/vendor selection, or expenditures that would increase the Professional Services Agreement above \$140,000 be brought back to the Board for additional authorization as required by District policy.

PASSED AND ADOPTED on August 17, 2026, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2026-54 adopted August 17, 2026.

Remleh Scherzinger, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND CLIENT FIRST CONSULTING GROUP
FOR
ENTERPRISE RESOURCE PLANNING
EVALUATION, SELECTION AND PROCUREMENT

Funding Consulting Services Line Item across all cost centers 01 to 05 – 0x-01-038-111

Task No. PSAxWD-4099AD

THIS AGREEMENT, made and entered into this _____, by and between Marina Coast Water District, 920 2nd Avenue, Suite A, Marina, CA, 93933, hereinafter called "DISTRICT", and **CLIENT FIRST CONSULTING GROUP**, with its principal offices at **1250 Corona Pointe Court, Suite 404 Corona, California 92879** hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to the Enterprise Resource Planning (ERP) Evaluation, Selection, and Procurement project with a scope generally defined in Appendix A and a not-to-exceed amount of \$140,000; and

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

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 **CLIENT FIRST CONSULTING GROUP** 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 professional consulting 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 consulting 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.

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

ARTICLE IV: COOPERATION BY DISTRICT

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

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

- A. If payment for services performed or furnished under terms of Appendix A and/or Amendment(s) is to be on a lump sum basis, compensation shall be as described below:
1. Appendix A and/or Amendments must specify that the work is to be performed on a lump sum basis.
 2. Compensation to CONSULTANT shall be a lump sum amount specified in Appendix A and Amendment(s).
 3. Payments shall be monthly, based on percent completion. As each payment is due, a statement describing the services which have been performed or furnished and listing the percentage 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 immediately 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 services in addition to the scope of work established in Appendix A. 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 consulting 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 hold 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. The CONSULTANT agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees and agents, and authorized volunteers 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 subcontracts 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 bear to the total negligence of all negligent entities and individuals determined on the basis of comparative negligence principles.

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. Insurance policies shall provide that such insurance is primary insurance.

- 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 the project. The amount(s) and coverage(s) shall be in accordance with Appendix B.
- D. CONSULTANT shall submit to the DISTRICT a Certificate of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in effect. Upon written request from DISTRICT CONSULTANT is required to provide DISTRICT with complete copies of such policies or certified evidence of coverage. Approval or acceptance of said insurance by DISTRICT shall not relieve or decrease the liability of CONSULTANT hereunder.
- E. To the extent applicable, DISTRICT agrees to endeavor to include a provision in the DISTRICT'S contract with the Construction Contractor engaged on the Project which requires that CONSULTANT be listed as an additional insured on such Construction Contractor(s) liability insurance policy and property insurance (Builder's Risk) policy, if any.

Article XIII - Suspension of Work

DISTRICT may, at DISTRICT'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event DISTRICT does not make payment in accordance with the payment

terms in Article VII. The services under this AGREEMENT will only be suspended for non-payment after written notice is received by DISTRICT from CONSULTANT of its intention intending to suspend performance and a cure period of seven (7) days after receipt of this notification by DISTRICT. The time for completion of the services under this AGREEMENT shall be extended by the number of days the services under this AGREEMENT is suspended. If the period of suspension exceeds ninety (90) days, the terms of this AGREEMENT are subject to renegotiations, and both parties shall have the option to terminate the services under this AGREEMENT on the suspended portion of Project in accordance with Article XII.

ARTICLE XIV: TERMINATION

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

ARTICLE XV: NOTICE

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

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

TO: CLIENT FIRST CONSULTING GROUP
1250 Corona Pointe Court, Suite 404
Corona, California 92879
Attention: David Krout, CPA

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

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

ARTICLE XVII: DISPUTES

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

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

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

Marina Coast Water District

Client First Consulting Group

Remleh Scherzinger
General Manager

[Type name and title]

Appendix A

Appendix A includes:

Scope of Work
Fee Schedule

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SCOPE OF WORK

ClientFirst Technology Consulting will provide ERP evaluation, selection, procurement, readiness, and contract negotiation support to the District. The following summarizes the principal tasks included in the engagement:

1. **Project Coordination and Management** – Establish and maintain the project work plan, schedule, communications, meetings, and ongoing coordination.
2. **Project Initiation and Team Development** – Establish the project team, roles, responsibilities, governance, and stakeholder participation.
3. **Needs Assessment and Information Requests** – Gather information about current systems, processes, challenges, and future needs.
4. **Background Analysis** – Review existing documentation, questionnaires, surveys, systems, and supporting information.
5. **Business Process and Requirements Workshops** – Review current processes, identify gaps and workarounds, and define future-state needs.
6. **System Requirements Documentation** – Develop functional, technical, integration, and system requirements for the replacement ERP.
7. **Requirements Review and Revision** – Incorporate District feedback and finalize requirements documentation.
8. **Assessment Report** – Document current-state findings, future ERP needs, recommendations, risks, and implementation considerations.
9. **Vendor Research** – Identify potential ERP vendors that may meet the District's requirements.
10. **ERP RFP Development** – Develop the ERP Request for Proposals and vendor response documents.
11. **Pre-Proposal Activities** – Assist with RFP issuance, vendor questions, clarifications, and addenda as needed.
12. **Vendor Proposal Evaluation** – Review and analyze ERP vendor proposals and prepare comparative evaluation materials.
13. **Vendor Shortlisting** – Facilitate proposal evaluation and identify vendors for further consideration.

14. **Demonstration Planning** – Develop demonstration agendas, scripts, evaluation forms, and reference-check materials.
15. **Vendor Demonstrations** – Coordinate and facilitate demonstrations of shortlisted ERP solutions.
16. **Due Diligence and Follow-Up** – Support reference checks, vendor follow-up, additional demonstrations, site visits, and other due diligence.
17. **Final Vendor Selection** – Facilitate the District’s evaluation and selection of the preferred ERP vendor.
18. **Executive Recommendation Report** – Document the evaluation process, findings, and basis for the recommended ERP solution.
19. **Implementation Plan and Scope of Work Review** – Review the selected vendor’s implementation plan, scope of work, schedule, staffing, responsibilities, and resource requirements.
20. **ERP Governance Recommendations** – Define recommended implementation governance, roles, responsibilities, decision-making, and oversight.
21. **Implementation Readiness Assessment** – Evaluate the District’s organizational, staffing, data, business-process, technical, and change-management readiness.
22. **Change Management Plan** – Develop a plan for stakeholder engagement, communications, training, change impacts, and user adoption.
23. **Contract Review and Negotiation Assistance** – Assist the District with review and negotiation of the selected ERP vendor’s contract and related terms.

FEE SCHEDULE

ClientFirst Technology Consulting shall provide the ERP Evaluation, Selection, and Procurement consulting services described in the Scope of Services for the following professional fees:

Cost Component		Hours	Amount
ERP Consulting Services	Professional consulting services for ERP assessment, requirements development, procurement support, vendor evaluation and selection, implementation readiness, governance, change management, and contract negotiation support.	427	\$93,773
Cybersecurity Services	Cybersecurity and SaaS risk review, security requirements development, vendor cybersecurity evaluation, SOC report review, and related cybersecurity support.	27	\$5,775
Total Base Professional Services	Total professional fees for the services included in ClientFirst's original proposal.	454	\$99,548
Approved Travel Expenses and Value-Added Services		Time and Material Basis	\$40,452
Professional Services Agreement – Not to Exceed		—	\$140,000

Invoicing

ClientFirst shall invoice the District monthly as work proceeds. Invoices shall provide sufficient detail regarding the services performed, applicable tasks, consulting time, and charges.

**ADD-ON/AS-NEEDED VALUE-ADDED SERVICES ON A TIME
AND MATERIALS BASIS**

The following services may be requested by the District on an as-needed basis to support ERP implementation, project oversight, issue resolution, testing, go-live, and post-implementation activities:

1. **Project Coordination and Planning** – Assist with implementation planning, communications, logistics, and project coordination.
2. **Baseline Project Documents and Plans** – Develop or review implementation plans, schedules, roles, responsibilities, budgets, risks, and related project documents.
3. **Vendor Project Kick-Off** – Participate in and facilitate the ERP vendor implementation kick-off meeting.
4. **Vendor Discovery Support** – Participate in vendor discovery sessions and review related deliverables.
5. **Vendor Status Meetings** – Participate in recurring vendor project meetings and represent the District's interests.
6. **Vendor Status Report Review** – Review vendor status reports and identify issues, risks, or needed follow-up.
7. **Internal District Status Meetings** – Assist the District with preparing for and conducting internal ERP project meetings.
8. **Project Management Debriefs** – Coordinate with the District Project Manager on project status, upcoming activities, risks, and issues.
9. **Periodic Status Reporting** – Assist with preparation of project status summaries, observations, and recommendations.
10. **General Project Oversight** – Provide ongoing implementation oversight, coordination, communications, and vendor invoice review.
11. **Monthly Status Reporting** – Provide monthly reporting on project schedule, budget, milestones, risks, and upcoming activities.
12. **Executive Project Briefings** – Provide periodic project updates to District management.
13. **Schedule and Task Issue Resolution** – Assist with delayed tasks, assignments, and project escalations.

14. **Vendor Dispute Assistance** – Assist with resolving disputes or disagreements between the District and ERP vendor.
15. **Risk and Issue Mitigation** – Develop recommendations and action plans for identified project risks and issues.
16. **Critical Working Session Support** – Participate in high-risk or critical implementation workshops and meetings.
17. **Business Process and Workflow Review** – Assist with documenting and refining business processes and workflows used in system configuration.
18. **Legacy Data Extraction Assistance** – Provide hands-on assistance with extracting data from existing systems.
19. **Data Cleanup Assistance** – Assist with legacy data cleansing, correction, and preparation.
20. **Data Conversion Preparation** – Assist with formatting legacy data for conversion into the new ERP system.
21. **End-User Training Support** – Assist with training coordination, participation, follow-up, and related process reviews.
22. **Training Follow-Up** – Participate in or conduct follow-up activities related to vendor training.
23. **Testing and Acceptance Planning** – Assist with development of testing and implementation acceptance plans.
24. **Integration and Interface Review** – Review and assist with ERP integration and interface design and delivery.
25. **Modification and Enhancement Review** – Review proposed system modifications, enhancements, and related design documentation.
26. **Reporting Requirements** – Identify and document custom reporting and analytics requirements.
27. **Acceptance Testing Oversight** – Assist with execution and monitoring of acceptance testing.
28. **Cutover Planning** – Assist with detailed planning for transition from the existing ERP to the new system.

29. **Vendor Readiness Review** – Participate in vendor readiness reviews before implementation milestones or go-live.
30. **Acceptance Plan Completion** – Assist with completion of final acceptance-testing plans.
31. **Final Cutover Plan** – Assist with development and finalization of the ERP cutover plan.
32. **End-User Training Plan** – Assist with final training plans, documentation, materials, and scheduling.
33. **Critical Issue Resolution** – Assist with resolution of significant issues before go-live.
34. **Go-Live Preparation and Coordination** – Support final preparations and coordination for ERP go-live.
35. **Post-Go-Live Support** – Assist with issue resolution and stabilization following go-live.
36. **Project Closeout** – Assist with resolution of remaining project items and formal project closure.
37. **Project Closure Report** – Prepare or assist with final project accounting, recommendations, and lessons learned.
38. **Lessons-Learned Review** – Facilitate a post-go-live lessons-learned session.
39. **Post-Implementation Interviews and Workshops** – Conduct follow-up reviews with District stakeholders after implementation.
40. **Post-Implementation Assessment** – Prepare a report identifying implementation results, gaps, and recommended follow-up actions.
41. **Executive and Board Communications** – Provide implementation updates and presentations to District management and elected officials as requested.
42. **Public and Stakeholder Communications Support** – Assist the District with ERP-related communications to outside agencies, stakeholders, or the public as requested.

Appendix B

Insurance Requirements

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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, authorized 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.

- e. Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Consultant under this Agreement shall specifically include claims and demands involving, arising out of or related to MEC. [Include this paragraph only for work on the former Fort Ord outside the cantonment area.]

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 therefrom.

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.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Member Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

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 10 01, 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 at least as broad as ISO CG 20 01 04 13 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 the 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 policy forms 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.

1. **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. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

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.

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

Evidences of Insurance - Prior to execution of the Agreement, the Consultant shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include the additional insured endorsements. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

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

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

Marina Coast Water District
920 2nd Avenue, Suite A
Marina, CA 93933
Attn: Finance Department

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.

Appendix C

Appendix C includes:

Release of Liens and Claims (CONSULTANT)

Release of Liens and Claims (Subconsultants and Subcontractors)

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CONSULTANT'S RELEASE OF LIENS AND CLAIMS

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 20____, between the undersigned, as CONSULTANT, and _____ having an office at _____, hereinafter called DISTRICT, at or on real estate owned by DISTRICT and described and located as follows:

(the "Facilities"); and,

WHEREAS, we, the undersigned, have agreed to release any and all claims and liens which the undersigned has, or might have, against the DISTRICT, or said Facilities by reason of services, labor, materials and equipment performed or furnished by us in connection with the Project.

NOW THESE PRESENTS WITNESS that the undersigned, in consideration of the premises herein, and of the sum of One Dollar (\$1.00) in hand paid by DISTRICT, at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, remises, releases and forever quitclaims, and by these presents does remise, release and forever quitclaim, unto DISTRICT, its successors and assigns, any and all manner of liens, claims and/or demands whatsoever which the undersigned now has, or might or could have, on or against the Facilities, or DISTRICT for work done, for services performed or furnished or for equipment or materials furnished in connection with the Project installation. It is the intent of this Release that DISTRICT, its successors and assigns, shall and may hold, have, use and enjoy the Facilities free and discharged from all liens and demands whatsoever which the undersigned now has, or might or could have, against the same if these presents had not been made.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the _____ day of _____, 20____ written.

(SEAL)

CONSULTANT

Dated: _____

By: _____

Title: _____

Duly Authorized

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

WITNESS my hand and official seal.

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SUBCONTRACTOR's OR SUBCONSULTANT's
RELEASE OF LIENS AND CLAIMS

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials, and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 20____, between the _____, having an office at _____, hereinafter called DISTRICT and, _____, having an office at _____, hereinafter called CONSULTANT, at or on real estate owned by DISTRICT and described and located as follows:

(the "Facilities"); and,

WHEREAS, the undersigned, has agreed to release any and all claims and liens which the undersigned has, or might have, against DISTRICT or Facilities by reason of the services, labor, materials and equipment performed or furnished by the undersigned in connection with the Project.

NOW THESE PRESENTS WITNESS that the undersigned, in consideration of the premises herein, and of the sum of One Dollar (\$1.00) in hand paid by DISTRICT, at and before the sealing and delivery hereof, (the receipt and sufficiency of which are hereby acknowledged), remises, releases and forever quitclaims and by these _____ presents do remise, release and forever quitclaim, unto DISTRICT, its successors and assigns, any and all manner of liens, claims and/or demands whatsoever which the undersigned now has, or might or could have, on or against the Facilities, or DISTRICT for work done, for services performed or furnished or for equipment or materials _____ furnished in connection with the Project installation. It is the intent of this Release that DISTRICT, its successors and assigns shall and may hold, have, use and enjoy the Facilities free and discharged from all liens and demands whatsoever which the undersigned now has, or might or could have against the same if these presents had not been made.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the _____ day of _____, 20____ written.

(SEAL)

(Company Name)

Dated: _____

By: _____

Title: _____

Duly Authorized

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public in and for said State

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND [CONSULTANT]
FOR [PROJECT NAME]

AMENDMENT NO. []

Article II - Scope of Services shall be [DESCRIPTION OF ADDITIONAL OR MODIFIED SCOPE OF SERVICES].

Article IV - Schedule shall be amended by a [] week extension.

Article IX - Payment shall be amended by a lump sum (or not-to-exceed if time and expense contract) amount of [\$]. *(NOTE: IF TIME AND EXPENSE CONTRACT, TASK ORDER MUST BE ACCOMPANIED BY CONSULTANT'S MOST CURRENT SCHEDULE OF CHARGES.)*

All other articles of the [DATE] AGREEMENT FOR CONSULTING SERVICES 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 [].

Prepared by: _____ Date _____
(DISTRICT REPRESENTATIVE)

CONSULTANT
[Name of consulting firm]

DISTRICT
Marina Coast Water District

By _____

By _____

Title _____

Title: General Manager

Date _____

Date _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-A

Meeting Date: August 17, 2026

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2026-55 to Find that the MCWD Sphere of Influence Amendment and Annexation for Monterey County A.P.N. (031-151-013; 018; 024; 029; 031; 032; 036-045; 054-056; 064); (031-261-003; 004); and (031-152-011; 007) is Categorically Exempt from California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15301 and 15061(b)(3); and Direct Staff to File an Application with the Local Agency Formation Commission

Staff Recommendation: The Board of Directors adopt Resolution No. 2026-55 to:

1. Find that the MCWD Sphere of Influence Amendment and Annexation for Monterey County A.P.N. (031-151-013; 018; 024; 029; 031; 032; 036-045; 054-056; 064); (031-261-003; 004); and (031-152-011; 007) is categorically exempt from CEQA under CEQA Guidelines sections 15301 and 15061(b)(3) and,
2. Authorize the General Manager to file the MCWD Sphere of Influence (SOI) Amendment and Annexation application with the Local Agency Formation Commission (LAFCO) and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

Background: *Strategic Plan Element 5.4: The District's Board and Staff develop and maintain productive, mutually beneficial collaborative partnerships with the County, municipalities, neighboring water providers, and other stakeholders.*

On February 22, 2022, the MCWD Board of Directors adopted Resolution No. 2022-02, which approved the MCWD Sphere of Influence and Annexation for parcels including the Campus Town and Parker Flats projects. Subsequent to the adoption of that resolution, Monterey LAFCO requested additional information and specific findings be made by MCWD. Specifically, Monterey LAFCO requested that MCWD reference the Sphere of Influence and Annexation application be made pursuant to Gov't. Code §56700 and reference the City of Seaside's recent approval of the Parker Flats project on May 11, 2022.

In response to LAFCO requests the MCWD Board approved Resolution No. 2022-19 including the specific findings and authorizing Staff to submit an application to LAFCO for a SOI amendment and annexation that resulted in the District's current boundaries, see Figure 1 in Attachment A: LAFCO Approved MCWD 2022 Boundary Map.

Discussion/Analysis: This proposed MCWD SOI Amendment and Annexation application is for water and wastewater services for parcels where MCWD is either the owner of the land, currently provides service, owns the water and wastewater infrastructure within the parcel, and has groundwater/wastewater treatment capacity available to serve the parcels.

Please see Figures 2 and 3 in Attachment A for maps of the Proposed MCWD Annexation Parcels.

The proposed parcels are listed, and additional detail is provided in the attached Draft Project Description for the LAFCO Application attached (Exhibit A).

The proposed SOI amendment and annexation do not require the construction of new water or sewer infrastructure and does not constitute an approval of any proposed development. The action of changing the District's Local Agency Formation Commission (LAFCO) boundaries, by itself, will not result in physical impacts on the environment as described herein. The proposed project involves no direct changes to the existing water and wastewater system and the associated system permits.

As such, MCWD's proposed Sphere of Influence Amendment and Annexation proposal is exempt from CEQA under the "common sense" exemption provided under CEQA Guidelines Section 15061, subdivision (b)(3), which applies where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (see *Muzzy Ranch Co. v. Solano County Airport Land Use Comm.* (2007) 41 Cal4t 372), because the proposed Sphere of Influence Amendment and Annexation would not cause or allow any changes in the physical environmental and there is no possibility that the project may have a significant effect on the environment.

Staff recommends the Board of Director adopt Resolution No. 2026-55 find that the project is exempt from CEQA and authorize the filing of the subject application with Monterey LAFCO.

Environmental Review Compliance: As a general proposition, CEQA does not apply to actions, including boundary changes and other LAFCO decisions, that will not cause or lead to any physical changes in the environment. (See *Simi Valley Recreation & Park Dist. v. Local Agency Formation Com.* (1975) 51 Cal.App.3d 648; *City of Agoura Hills v. Local Agency Formation Com.* (1988) 198 Cal.App.3d 480.) The project also qualifies for the categorical exemption for Existing Facilities. (CEQA Guidelines, § 15301.)

Legal Counsel Review: Legal Counsel has reviewed this transmittal.

Climate Action: Not Applicable

Other Considerations: Alternatively, if Board believes that additional time is necessary to evaluate the proposal then the above actions may be considered at a future Board meeting or the Board can decide not to proceed with the proposed annexation.

Financial Impact: X Yes X No **Funding Source/Recap:** Funding for the SOI/Annexation will come from the Water Resources FY 2026-2027 budget and are expected to be \$20-30,000 for LAFCO fees (LAFCO will provide actual fee estimate after application submission) and for new mapping.

Material Included for Information/Consideration: Resolution No. 2026-55; Attachment A: Draft Project Description for LAFCO Application, including Figures 1-3

Action Required: X Resolution _____ Motion _____ Review

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____

Abstained_____

Noes_____

Absent_____

August 17, 2026

Resolution No. 2026-55
Resolution of the Board of Directors
Marina Coast Water District
Authorizing Submission of Application for MCWD Sphere of Influence
Amendment and Annexation

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District” or “MCWD”), at a regular meeting duly called and held on August 17, 2026 at 920 Second Ave, as follows:

WHEREAS, the MCWD is a County Water District and political subdivision of the State of California, organized under Division 12, sections 3000 and following, of the California Water Code, established in 1960: and,

WHEREAS, the District provides water, wastewater and recycled water service to the former Fort Ord (Ord Community) and holds title to, and is the owner of, all of the water, sewer and recycled water infrastructure within the Ord Community; and,

WHEREAS, the District has made significant investment in the Ord Community in the form of water, wastewater and recycled water infrastructure, addition of staff and equipment, adoption of redevelopment standards and procedures, and the preparation of master plans and water supply project studies; and,

WHEREAS, LAFCO approved the SOI Amendment and Annexation authorized by MCWD Resolution No. 2022-19 in August 2022 establishing MCWD’s current boundaries; and,

WHEREAS, this proposed Sphere of Influence Amendment and Annexation, in and of itself, would have no impact on the environment with regards to future development, as the District would otherwise provide water and wastewater services to the area regardless of whether those areas were annexed; and,

WHEREAS, the District exercises no land use authority for the areas to be annexed, therefore the boundary modification cannot make any change whatsoever in the uses to which the affected area may be put; and,

WHEREAS, MCWD’s current proposed Sphere of Influence Amendment and Annexation proposal is exempt from CEQA under the “common sense” exemption provided under CEQA Guidelines Section 15061, subdivision (b)(3), which applies where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (see *Muzzy Ranch Co. v. Solano County Airport Land Use Comm.* (2007) 41 Cal4t 372), because the proposed Sphere of Influence Amendment and Annexation would not cause or allow any changes in the physical environmental and there is no possibility that the project may have a significant effect on the environment; and,

WHEREAS, annexation of these parcels would provide improved governance for customers by virtue of their inclusion in the jurisdictional boundaries of the District for purposes of voting for, and being eligible to seek election to, the District’s Board of Directors; and,

WHEREAS, the proposed Sphere of Influence Amendment and Annexation is being made pursuant to California Government Code Section 56700(a)(1); and,

WHEREAS, the proceedings for the proposed Sphere of Influence Amendment and Annexation will be taken pursuant to California Government Code Section 56700(a)(8); and,

WHEREAS, the District's Board of Directors finds that its proposal is consistent with the sphere of influence of all affected jurisdictions.

NOW, THEREFORE, BE IT RESOLVED, that the MCWD Board of Directors, after consideration of the information contained in the August 17, 2026 Staff Report to the District Board, do hereby:

1. adopt Resolution No. 2026-55 adopting and approve submission of MCWD's current proposed Sphere of Influence Amendment and Annexation; and,
2. find that MCWD's SOI Amendment and Annexation is exempt from CEQA under the "common sense" exemption provided under CEQA Guidelines Section 15301 and 15061, subdivision (b)(3); and,
3. authorize the General Manager to file a Notice of Exemption as soon as reasonably practical; and,
4. authorize the General Manager to file the SOI amendment and annexation application with LAFCO 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 August 17, 2026, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors_____

Noes: Directors_____

Absent: Directors_____

Abstained: Directors_____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2026-55 adopted August 17, 2026.

Remleh Scherzinger, Secretary

Marina Coast Water District

2026 Sphere of Influence & Annexation Proposal

Project Description

August 10, 2026

Introduction

The proposed project is the Marina Coast Water District's (MCWD or the District) 2026 Sphere of Influence (SOI) Amendment and Annexation of territory into the District's Service Area (SA), which is proposed in accordance with relevant codes, policies, and ordinances of the District, City of Marina, City of Seaside, California Department of Parks and Recreation, County of Monterey, Bureau of Land Management, and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

The District currently provides water, wastewater, and recycled water service to the former Fort Ord Community (Ord Community; see Figure 1) as outlined in the Water/Wastewater Facilities Agreement between the Fort Ord Reuse Authority (FORA) and MCWD (1998) and the Assignment of Easement on Former Fort Ord and Ord Military Community, County of Monterey; Quitclaim Deed for Water and Wastewater Systems, between FORA and MCWD, dated October 24, 2001 (the "2001 Quitclaim Deed"), and by the Sphere of Influence and Annexation Proposal and Sphere of Influence and Annexation Proposal for Campus Town and Parker Flats Projects, approved by the Local Agency Formation Commission (LAFCO) on April 22, 2019 (2019 MCWD Annexation), and August 22, 2022 (2022 MCWD Annexation), respectively. While the Federal Government in the 2001 Quitclaim Deed via FORA conveyed the Federal Government's water and wastewater systems and infrastructure at Fort Ord to MCWD, the 2001 Quitclaim Deed also conveyed to MCWD 4,871 AFY of the Federal Government's groundwater right and 2.22 million gallons per day (MGD) average dry weather flow (ADWF) wastewater treatment capacity in Monterey One Water's (MIW) (formerly the Monterey Regional Water Pollution Control Agency) Regional Treatment Plant. All of the former Fort Ord lands are within MCWD's Ord Community Service Area.

On February 20, 2018, the MCWD Board of Directors (Board) adopted Resolution No. 2018-09, adopting an Initial Study/Negative Declaration for the Ord Community Sphere of Influence Amendment and Annexation, finding that the Ord Community Sphere of Influence Amendment and Annexation was not a project subject to the California Environmental Quality Act (CEQA) and also exempt from CEQA, and directing District staff to file an application with LAFCO for the project to annex properties into MCWD's SA. MCWD filed a Notice of Determination (NOD) and Notice of Exemption (NOE) within five days of the Board action. Subsequent to these findings, on September 17, 2018, MCWD entered into a Settlement Agreement with LandWatch and Keep Fort Ord Wild which modified MCWD's initial annexation proposal. MCWD's modified proposal was approved by Monterey LAFCO on April 22, 2019, by Resolution No. 19-04.

In 2022, the Campus Town Specific Plan Project and Parker Flats Apartments Project sites were annexed into the MCWD SA and SOI to include two project sites that were excluded from the 2019 MCWD Annexation and in accordance with the agreements described above. The Campus Town Specific Plan Project site is approximately 122.23 acres consisting of multiple parcels, and the Parker Flats Apartments Project is located on 4.9 acres at 4386-4387 Parker Flats Cut Off Road within a portion of Assessor's Parcel Number 031-152-011, both within the City of Seaside on the former Fort Ord. The annexation added approximately 127 acres to the MCWD SA, increasing the previous MCWD SOI and SA from 8,086 acres to 8,213 acres. The Board of Directors for MCWD authorized the annexation of the Campus Town Specific Plan Project and Parker Flats Apartments Project sites on May 16, 2022, by Resolution No. 2022-19. MCWD's proposal was approved by Monterey LAFCO on August 22, 2022, by File No. 22-02.

MCWD performed an audit of existing facilities and identified those facilities not within its SA or SOI. The project is proposed to amend the MCWD SOI and SA (see **Figure 1**) to annex 43 parcels within the Cities of Marina and Seaside, and unincorporated Monterey County (see **Figure 2** and **Table 1**). MCWD's LAFCO annexation application is for water, recycled water, and wastewater services in areas that MCWD is obligated to serve, currently serve, or contains MCWD infrastructure. MCWD owns the water, recycled water, and wastewater infrastructure needed to serve these areas, and wastewater treatment capacity for the subject parcels have been allocated. Any new proposed development within the areas to be annexed will need to be allocated water by the applicable former FORA land use jurisdiction or from the Federal Government to the extent any such water is available before the proposed development could be built. In addition, the new development would need to connect to MCWD's infrastructure. The proposed SOI amendment and annexation seek to update the 2022 Annexation and includes areas that MCWD owns, contains MCWD infrastructure, areas that could receive a water allocation from the applicable former FORA land use jurisdiction or the Federal Government, or areas currently served by MCWD, and is consistent with MCWD Strategic Plans and policy to provide fuller opportunities to participate in governance. The applicant is:

Name, Title (if applicable): Remleh Scherzinger, General Manager

Agency: Marina Coast Water District

Address: 920 Second Avenue, Marina, CA 93933

Phone Number: (831) 384-6131

Email [Address: RScherzinger@mcwd.org](mailto:RScherzinger@mcwd.org)

Location

The MCWD SOI and SA are situated in the northwest corner of Monterey County, California (**Figure 1**). The proposed project location includes 43 parcels within the Cities of Marina and Seaside, and unincorporated Monterey County on the former Fort Ord (**Figure 2** and **Table 1**). There are four parcels owned by the federal government: 031-011-064 (U.S. Bureau of Land Management), 031-101-057 (U.S. Army), 031-101-067 (U.S. Army), and 031-121-011 (U.S. Army National Guard).

Table 1. Assessor Parcel Number (APN) Summary

Assessor Parcel Number (APN)	Landowner	Acreage
031-011-044	Monterey Peninsula College	67.88
031-011-062	County	7.23
031-011-064	U.S. Bureau of Land Management	1,884.54
031-021-001	California Department of Parks and Recreation	51.07
031-021-003	California Department of Parks and Recreation	193.43
031-021-050	Marina and Caltrans	109.97
031-031-001	California Department of Parks and Recreation	267.93
031-031-004	California Department of Parks and Recreation	77.74
031-041-006	California Department of Parks and Recreation	299.12
031-041-007	California Department of Parks and Recreation	21.90
031-041-008	California Department of Parks and Recreation	20.05
031-051-001	California Department of Parks and Recreation	113.38
031-081-023	Marina	29.49
031-101-039	Marina	21.60
031-101-040	Marina	2.81
031-101-041	Marina	30.94
031-101-042	Marina	21.71
031-101-049	Marina	6.12

Assessor Parcel Number (APN)	Landowner	Acreege
031-101-055	Marina	28.40
031-101-056	Marina	104.12
031-101-057	U.S. Army	145.34
031-101-067	U.S. Army	4.01
031-111-040	University of California	4.86
031-111-043	University of California	34.57
031-111-045	University of California	67.37
031-111-046	University of California	4.32
031-111-047	University of California	5.92
031-111-048	Marina	3.99
031-121-002	University of California	231.57
031-121-004	Marina	3.19
031-121-011	U.S. Army National Guard	9.61
031-151-045 (4.88-acre portion)	Seaside	37.02
031-151-064 (6.43-acre portion)	Seaside	170.11
031-152-007 (5.53-acre portion)	Seaside	61.85
031-161-002	County	0.11
031-161-007	County	0.94
031-161-015	County	13.25
031-161-033	County	251.07
031-161-039	County	3.24
031-161-041	County	87.84
031-161-042	County	169.89
031-201-013	Marina	4.70
175-011-049	County	231.27
Total		4,905.47 acres

The annexation of these parcels and SOI amendment is requested because the parcels are either District-owned property, contain District infrastructure, where the District is already providing service, or have an agreement in place to be annexed into the District. No changes to land use designations, construction of facilities, or development are proposed as part of this proposal. For discussion purposes, the 43 parcels are categorized into four geographical areas (**Figures 3a - 3d**):

1. *North (Figure 3a)* – This is MCWD-owned property located north of the current District boundaries and adjacent to the Monterey One Water Regional Treatment Plant and ReGen Monterey Facility. The approximately 231-acre parcel was purchased by the District in 2010. The parcel is undeveloped and contains water and recycled water facilities. This parcel is already located within the MCWD SOI, and, therefore, only annexation is requested for this parcel.
2. *Central (Figure 3b)* – Includes developed and undeveloped parcels within the former Fort Ord Landfill owned by the U.S. Army and City of Marina; an undeveloped parcel at the intersection of Salinas Avenue and Reservation Road and undeveloped parcels at the intersection of Imjin Parkway and Imjin Road that are being considered for habitat preservation by the City of Marina; 8th Street, 6th Street, and Inter-Garrison Road rights-of-way; and the undeveloped Habitat Corridor habitat management area and parcels with storage tanks, where MCWD currently has infrastructure.

This area contains U.S. Army Reserve property with existing federal facilities and a portion leased for construction staging and materials, currently served by MCWD with existing infrastructure. In addition, this area includes the University of California Monterey Bay MCWD

Education, Science, and Technology Center (UC MBEST) Master Plan properties owned by the University of California, where MCWD currently has infrastructure and provides service. The Master Plan area contains undeveloped and developed areas, including but not limited to, roadways, the UC Fort Ord Natural Reserve (UC FONR), parking lots, and the UC MBEST campus. Annexation and SOI amendment is requested for all parcels in this area.

All Federal parcels would be eligible to be served potable water under the Federal Government's reserved groundwater rights. The City of Marina, the UC MBEST, and the County of Monterey have groundwater allocations based upon groundwater rights owned, managed, and administered by MCWD.

3. *South (Figure 3c)* – This area includes parcels on the former Fort Ord land along Parker Flats Cutoff Road where MCWD currently has infrastructure and provides service, and U.S. Bureau of Land Management (BLM) property located on the former Fort Ord where MCWD currently has storage infrastructure and provides service to federal facilities. Services to this Bureau of Land Management parcel are critical due to the fire protection services provided for federal and surrounding properties. The BLM property would be eligible to be served water under the Federal Government's reserved groundwater rights.
4. *West (Figure 3d)* – Includes California Department of Parks and Recreation (State Parks) lands along the coast from Marina to Sand City (i.e., the Fort Ord Dunes State Park [FODSP]) where MCWD provides service, has infrastructure, and has an agreement that includes the annexation of these lands into the District. The MCWD Board and State Parks agreed that these parcels would be annexed into the District via execution of the "First Amendment to the Memorandum of Agreement between Marina Coast Water District and the California Department of Parks and Recreation" adopted by the MCWD Board via Resolution No. 2023-28 in July 2023. This area also includes land east of State Route 1 where MCWD has infrastructure. State Parks has a groundwater allocation based upon groundwater rights owned, managed, and administered by MCWD.

Additional details on the areas proposed for annexation can be found below under Purpose and Need.

The current MCWD SOI and SA total approximately 8,213 acres. The proposed SOI amendment and annexation territory includes approximately 4,905.47 acres, making the total new MCWD SOI and SA 13,118.47 acres after project approval.

Population

The MCWD estimates that its service population is approximately 47,151 people.¹ The population of the City of Seaside is 32,366,² City of Sand City is 310,³ and unincorporated Monterey County is 100,213.⁴ The subject area is not inhabited by residences; however, the FODSP and BLM properties contain office buildings and associated auxiliary structures.

Purpose and Need

¹ MCWD 2025 Urban Water Management Plan. Accessed at:
https://www.mcwd.org/docs/engr_files/edfp/2025-MCWD-UWMP.pdf

² 2020 U.S. Census. Accessed at:
<https://www.census.gov/quickfacts/fact/table/seasidecitycalifornia/POP010220#POP010220>

³ Public Review Draft 2023-2031 6th Cycle Housing Element, City of Sand City. Accessed at:
<https://www.sandcity.org/home/showpublisheddocument/3870/638188981658200000>

⁴ County of Monterey 2015-2023 Housing Element. Accessed at:
<https://www.co.monterey.ca.us/home/showpublisheddocument/125604/638302052241530000>

After a thorough audit of District service boundaries, the District is seeking to rectify areas that were not previously included in the District annexation that contain District infrastructure, are owned by the District, is being served by the District, or could be served by the District if the new development has a water allocation .

As stated above, any new proposed development within the areas to be annexed may be served with MCWD water if MCWD confirms that the development has been allocated water by the applicable former FORA land use jurisdiction or by the Federal Government. *Proposed Annexation Parcels – North (Figure 3a)*

Parcel 175-011-049 is located in unincorporated Monterey County and within the existing District SOT, and, therefore, only annexation is requested for this parcel. The parcel is located to the south of the Monterey One Water Regional Treatment Plant and ReGen Monterey Facility. Existing land use consists of agricultural land use. The parcel is not within the Future Study Area and is not subject to Settlement Agreement conditions. The parcel contains a District water main. This parcel is already located within the MCWD SOT, and, therefore, only annexation is requested for this parcel.

Proposed Annexation Parcels – Central (Figure 3b)

This group of parcels includes the former Fort Ord Sanitary Landfill and surrounding undeveloped land, undeveloped parcels in the City of Marina, road rights-of-way, UC MBEST Master Plan parcels in the vicinity of the Marina Municipal Airport, and parcels in the former Fort Ord containing District infrastructure located to the south of Inter-Garrison Road. The parcels are within the City of Marina and unincorporated Monterey County, and are requested to be included in the SA and SOT. The parcels are being served and contain District force mains, gravity mains, water mains, and a water tank.

Proposed Annexation Parcels – South (Figure 3c)

This area includes undeveloped parcels owned by the District within the City of Seaside and undeveloped parcels on BLM property. Adding these properties to the SA and SOT will enable the District to continue to provide services to existing customers in the event of water restrictions. Additionally, the inclusion of parcels within former Fort Ord would assist in the future development of fire hydrant infrastructure for Wildland Urban interface (WUI) protection in the event of wildfires. The parcels contain District gravity mains, water mains, and water tanks.

Proposed Annexation Parcels – West (Figure 3d)

This area consists of Fort Ord Dunes State Park in Monterey County and the Northwest Corner Habitat Management Area. The District currently provides water, wastewater, and recycled water services to these areas. The District provides service, has an agreement with State Parks to serve these areas, and has infrastructure on the parcels. As such, these properties can now be annexed into the District's SOT and SA. The parcels contain District force mains, gravity mains, and water mains.

No conditions have been assigned to this proposal and the proposed area is not being requested to be taxed for existing bonded indebtedness or contractual obligations.

Determination of Boundaries

The proposal's boundaries follow existing parcel boundaries and/or right-of-way limits. The project would annex territory currently within the City of Marina, City of Seaside, City of Sand City, and unincorporated Monterey County to include the 43 parcels. The existing water and wastewater systems cross jurisdictional boundaries due to the jurisdictional divisions on the former Fort Ord and within the area.

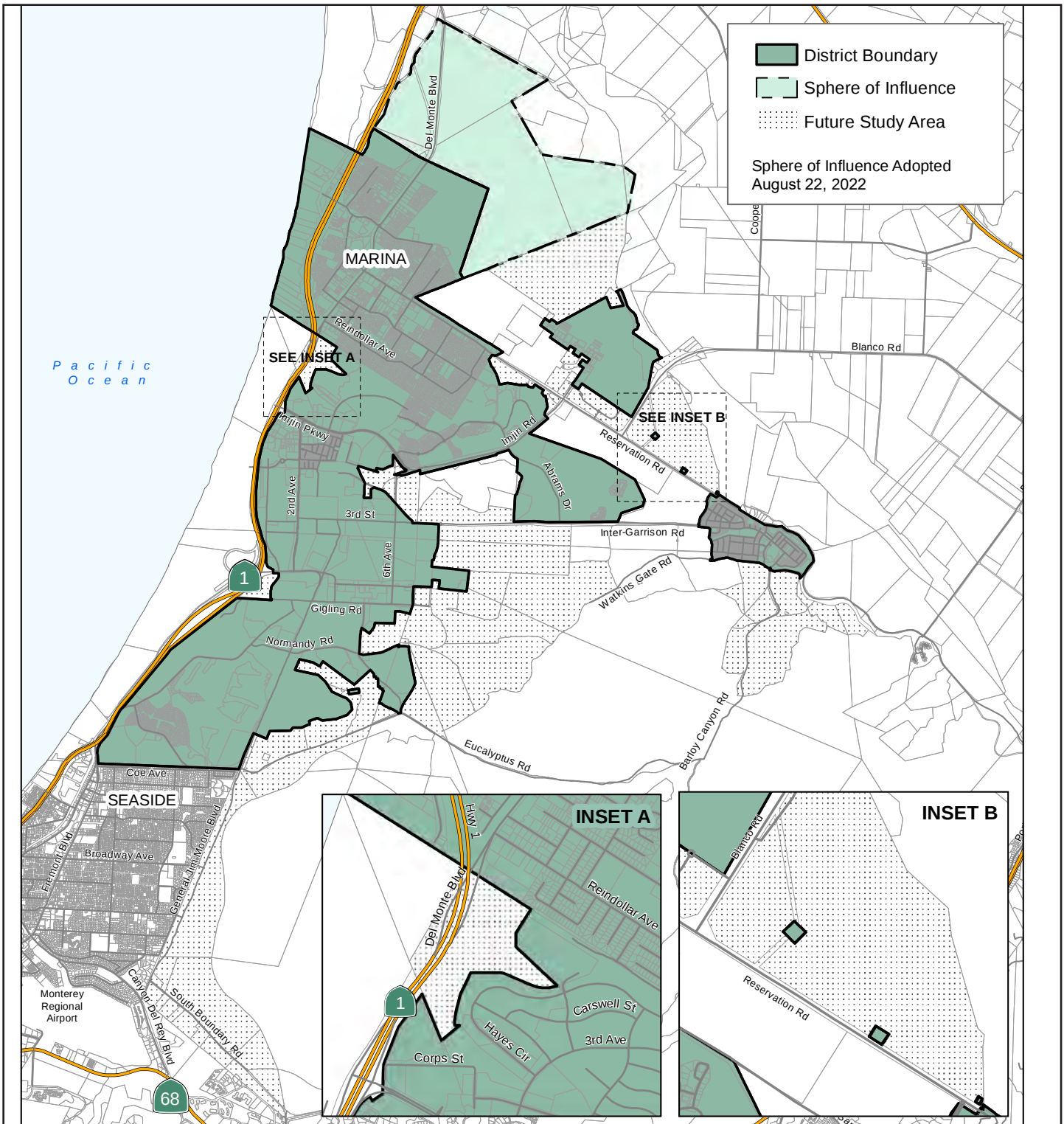
The annexation includes adjacent streets and rights-of-way and is consistent with LAFCO Policy D.TT.7. The boundaries of the proposed project follow existing political boundaries, primarily the boundary

follows existing parcel boundaries with some portions of the parcels excluded, which follow current right-of-way boundaries or development boundaries.

The proposed annexation would not divide any existing tax assessment parcels. The District is funded only by rates and fees and does not collect property taxes.

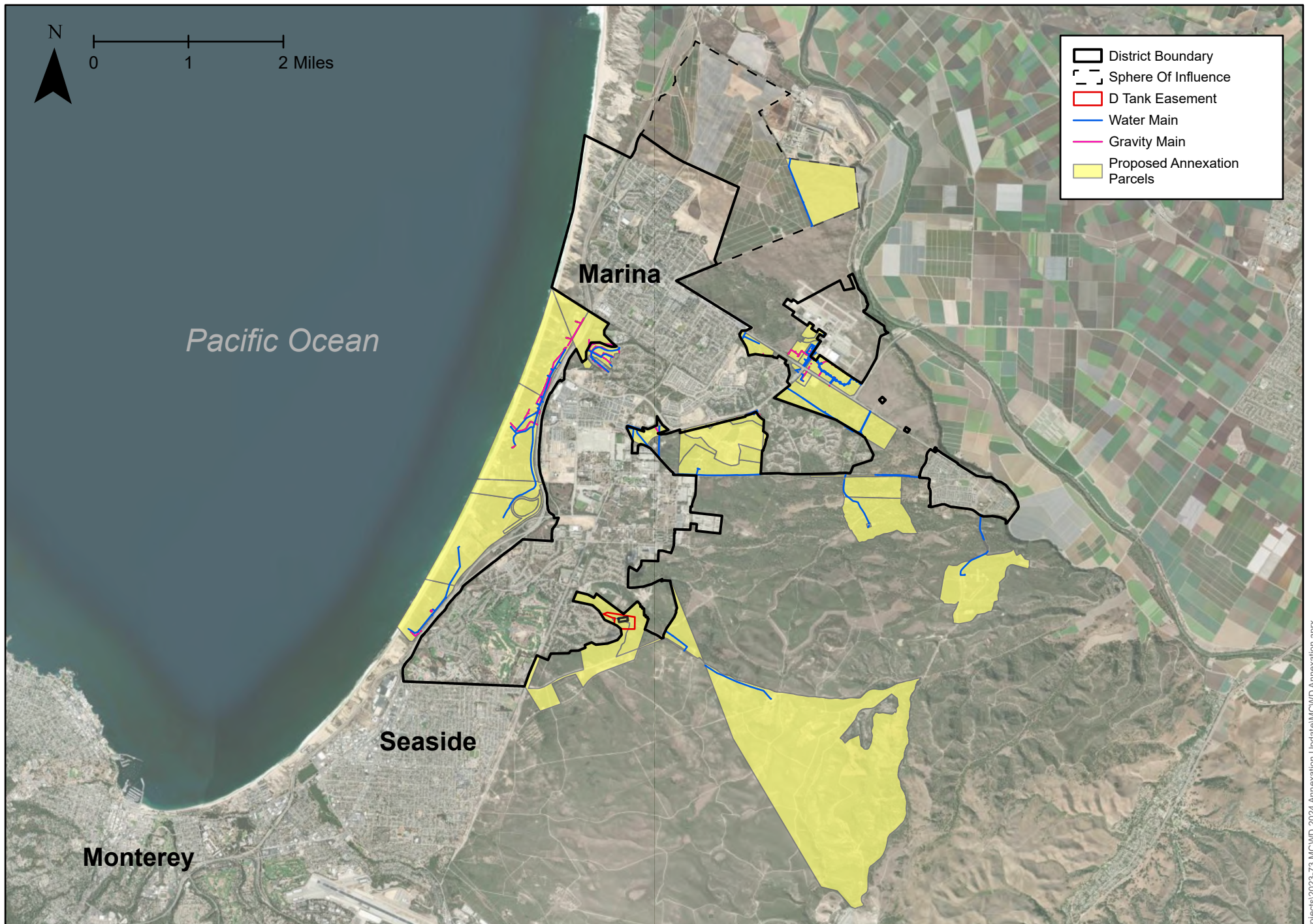
The proposed annexation would not physically divide an established community, commercial district, or any other area having social or economic homogeneity.

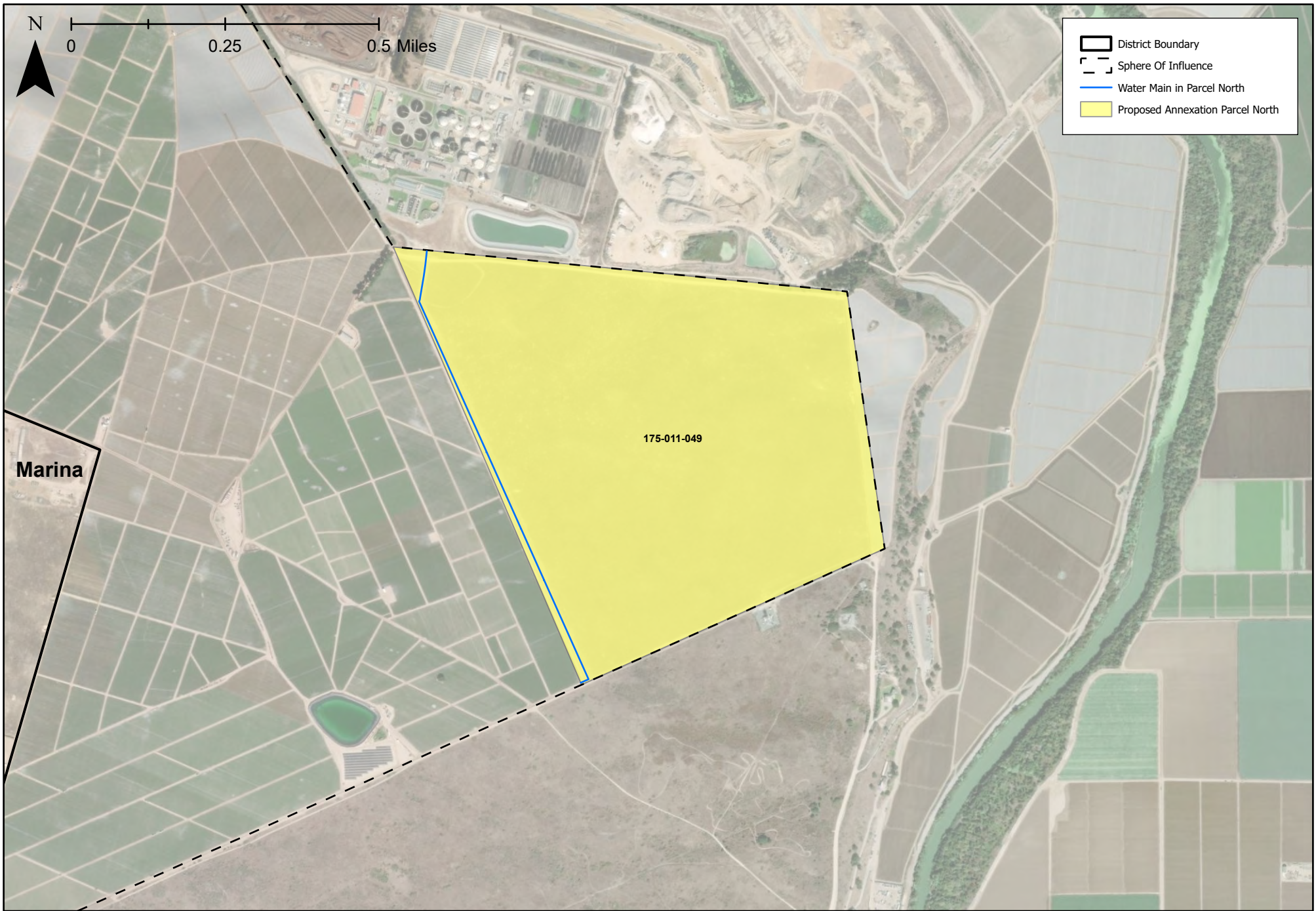
The proposed annexation does not include all of the development parcels within the former Fort Ord. Although MCWD's future annexation plans contain all the former Fort Ord lands, including those territories which have not yet received final land use entitlements or approved water allocations, including them in this application would not be beneficial at this time.



LAFCO of Monterey County LOCAL AGENCY FORMATION COMMISSION P.O. Box 1369 Salinas, CA 93902 Telephone (831) 754-5838 132 W. Gabilan St., Suite 102 Salinas, CA 93901 FAX (831) 754-5831	N 0 1 2 Miles	COUNTY WATER DISTRICTS MARINA COAST WATER DISTRICT Last LAFCO-Approved change: 08/22/2022 Map Produced: 12/22/2022
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LAFCO Approved MCWD 2022 Boundary Map	Date 8/10/2026 Scale N/A	Denise Duffy and Associates, Inc. Planning and Environmental Consulting	Figure 1
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Proposed MCWD Annexation Parcels - North

101

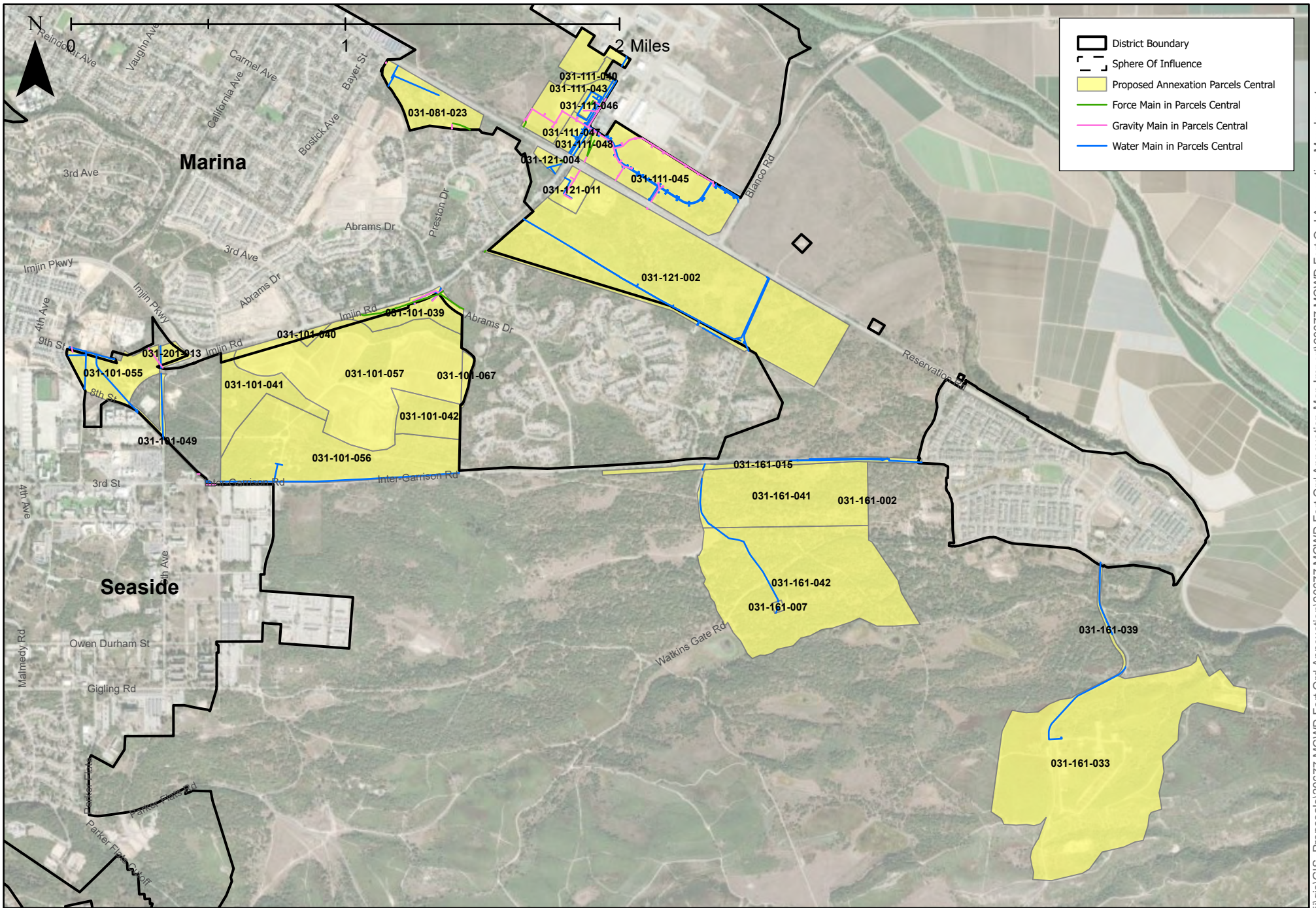
Date
8/21/2024

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1 in = 0.2 miles



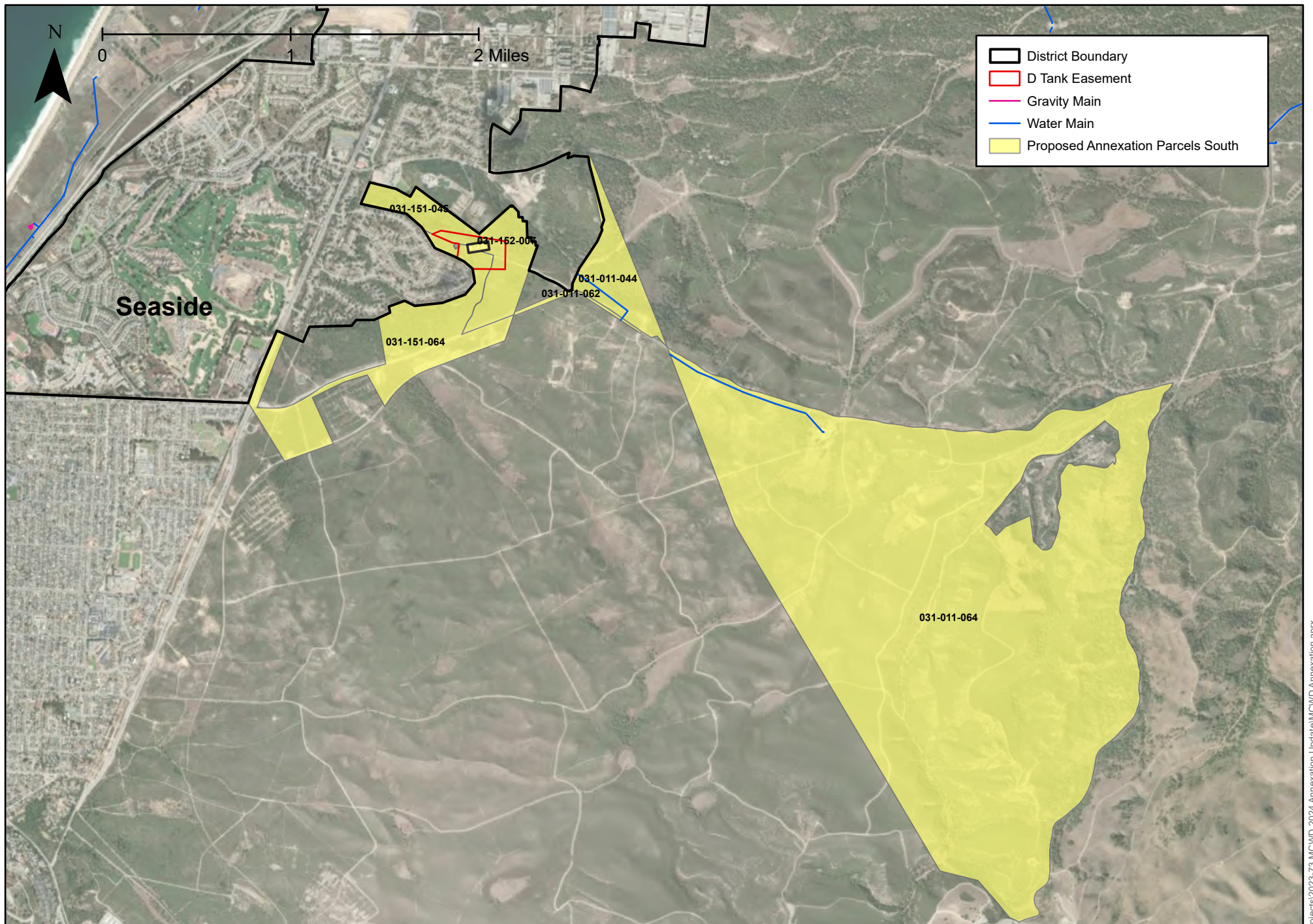
Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

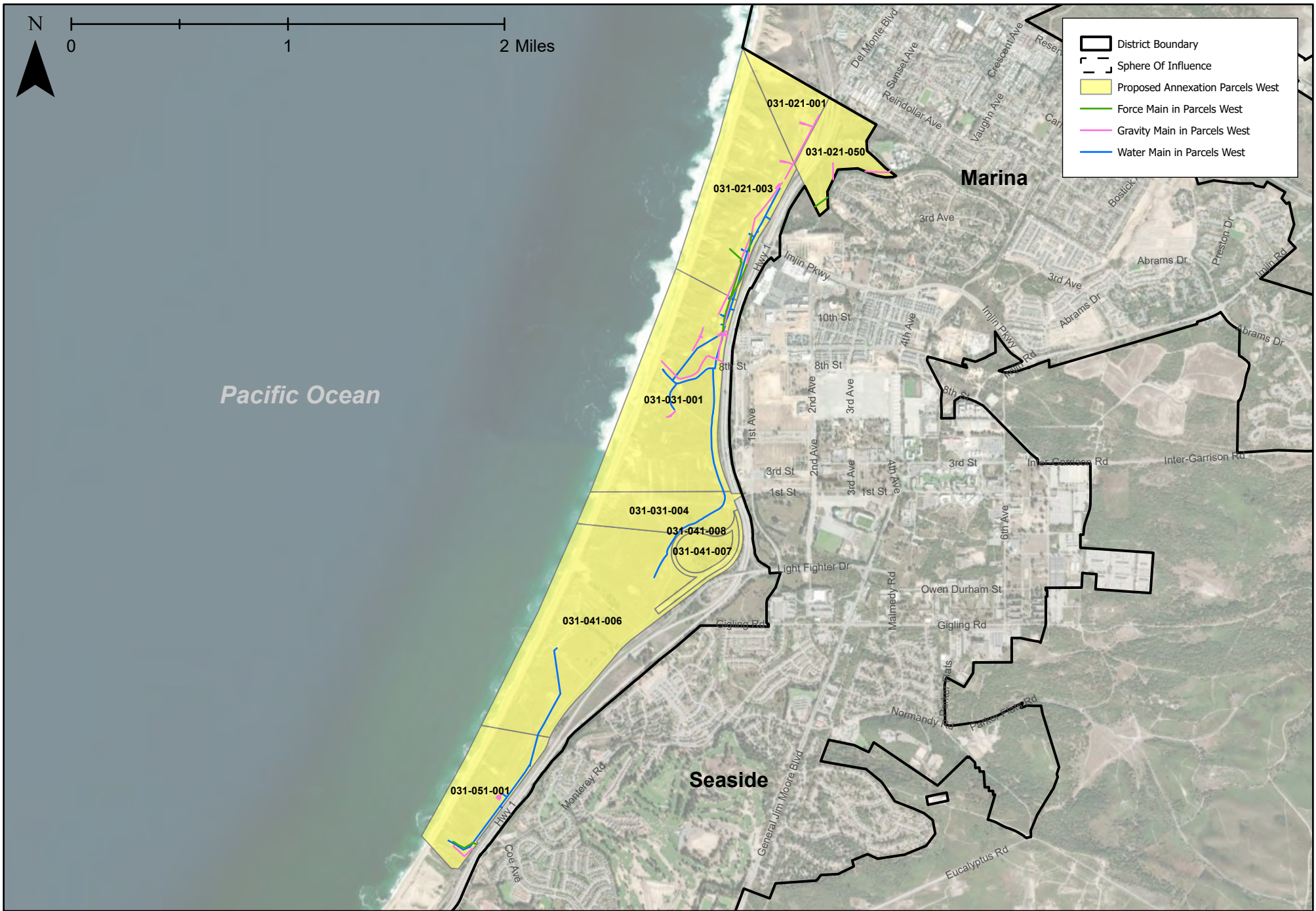
Figure
3a



Proposed MCWD Annexation Parcels - Central







Proposed MCWD Annexation Parcels - West

104

Date
8/22/2024

Scale
1 in = 0.6 miles



Denise Duffy & Associates, Inc.
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Figure
3d