

RESOLUTION NO. 2025-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING REIMBURSEMENT TO MARINA COAST WATER DISTRICT (MCWD) FOR RINCON CONSULTING, INC. PREPARATION OF A WATER SUPPLY ASSESSMENT (WSA) FOR THE GENERAL PLAN UPDATE (GP2045) ENVIRONMENTAL IMPACT REPORT (EIR); AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY WITH MCWD SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY. THE REIMBURSEMENT AGREEMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER §15061(b)(3) OF THE CEQA GUIDELINES.

WHEREAS, an integral part of the preparation of the City's General Plan Update (GP2045) and required Environmental Impact Report (EIR) is the analysis of the City of Marina's current and future water supply to ensure that water will be available to meet the City's projected growth;

WHEREAS, one way to conduct this analysis is through the Marina Coast Water District's (MCWD) 5-year Urban Water Management Plan (UWMP) update which will begin this year with an expected completion date in mid- to late 2026;

WHEREAS, the City desires to continue to move quickly with its GP2045 EIR and seeks to complete the water analysis that would otherwise be completed by MCWD through its UWMP update by utilizing Rincon Consultants, Inc. (Rincon) to prepare a Water Supply Assessment (WSA) consistent with Senate Bill (SB) 610. This analysis would provide the City with the water data needed to continue with the EIR in advance of the completion of MCWD's UWMP;

WHEREAS, the cost of the WSA, as described in the scope of work and budget included herein by reference as **Exhibit A** will be borne directly by MCWD which has review authority over such documents. Costs incurred by MCWD (including 10% administrative fee) associated with the preparation of the WSA will be reimbursed by the City as described the Reimbursement Agreement included by reference herein as **Exhibit B**;

WHEREAS, with the adoption of this Resolution, the City of Marina agrees to reimburse MCWD in the amount of \$26,838.90, for its review and approval of the WSA; and

WHEREAS, the approval of this Resolution authorizing a Reimbursement Agreement between MCWD and the City of Marina is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, 15061(b)(3) because the proposed agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Marina hereby:

1. Approve a Reimbursement Agreement with Marina Coast Water District to cover the costs for the preparation of a Water Supply Assessment (WSA) for the City's GP2045 EIR;
2. Authorize the Finance Director to make necessary accounting and budgetary entries; and

3. Authorize the City Manager to execute the Agreement on behalf of City with MCWD subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 1st day of July 2025, by the following vote:

AYES, COUNCIL MEMBERS: McCarthy, Biala, Visscher, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: McAdams

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



Memo

April 28, 2025

To: Alyson Hunter, City of Marina
From: Melissa Stark and Matt Raimi, Raimi + Associates
Subject: Water Supply Assessment and Detailed Growth Projections: Direction and Next Steps

Raimi + Associates has prepared summary direction and next steps resulting from the coordination call on April 1, 2025, between Raimi + Associates (R+A), Rincon Consultants (Rincon), City of Marina (City), and the Monterey County Water District (MCWD):

Detailed Growth Projections

MCWD directed the City of Marina to provide detailed growth projections by job and housing category, as defined in the [MCWD Codes and Ordinances Appendix C](#) for use in the MCWD 2025 Urban Water Management Plan Update. While R+A's scope on the General Plan Update includes high level growth projections (Task 5.10); this scope does not include the projections to be broken down into specific job and housing types. To meet MCWD's request, the R+A Team must prepare detailed growth projections that further estimate jobs and household categories, beyond what is necessary for the GPU EIR. Thus, R+A will utilize General Plan Budget Contingency Funds, as approved by the City.

Upon finalizing the detailed growth projections, the City will supply MCWD with this data to be used as an input for the 2025 Urban Water Management Plan. The MCWD will find appropriate water supply and sources, as needed, to meet the projected demand outlined in these General Plan Update growth projections. As discussed during the call on April 1, 2025, the MCWD does not provide input or feedback on GPU growth projections.

Water Supply Assessment

Prior to the start of the General Plan Update project, a Water Supply Assessment (WSA) was not deemed necessary and hence was not included in the consultant team's scope and budget. For reference, the General Plan Update scope notes the following regarding a WSA:

An official Water Supply Assessment (WSA) is not necessary for the General Plan process. However, if MCWD elects to prepare one, Rincon will incorporate the information into the EIR. (R+A General Plan Update Project Scope - page 30)

Based on discussions with City and MCWD staff, it was determined that MCWD's 2025 Urban Water Management Plan (UWMP) will not be available to inform the EIR for the General Plan Update, and a WSA will therefore be prepared to document existing water supply and demands in MCWD's service area, with updated information compared to the 2020 UWMP. The WSA will be

used to inform the CEQA analysis of water supply availability for the General Plan Update buildout in lieu of the 2025 UWMP. As required by MCWD, Rincon will contract directly with the MCWD to prepare a WSA for the General Plan Update. The City will then enter into a reimbursement agreement with the MCWD. Rincon's proposed scope and budget for the WSA are attached to this memo, for the City and MCWD's consideration. MCWD will work with Rincon to prepare a WSA for the Marina General Plan Update and Program EIR analysis and will provide the necessary documents to the City of Marina.

Attachment: *Rincon's proposed scope and budget for the WSA.*



Rincon Consultants, Inc.
80 Garden Court, Suite 240
Monterey, CA 93940
831-333-0310

April 17, 2025
Rincon Project No. 22-13326

Attn: Patrick Breen, Water Resources Manager
Marina Coast Water District
11 Reservation Road
Marina, California 93933
Via email: pbreen@mcwd.org

Subject: Proposal to Prepare a Water Supply Assessment for the City of Marina General Plan Update

Dear Mr. Breen:

Rincon Consultants, Inc. (Rincon) is pleased to provide this proposal to the Marina Coast Water District (MCWD, or District) to prepare a Water Supply Assessment (WSA) for the City of Marina General Plan Update ("proposed project"). The WSA will be prepared for compliance with California Water Code as amended by Senate Bill 610, and will be used to inform the project's environmental analysis for compliance with the California Environmental Quality Act (CEQA). Rincon is currently working with Raimi & Associates and the City of Marina to prepare the General Plan Update and associated CEQA analysis; this scope of work to prepare a WSA for the proposed project is independent from that work, and will be overseen by the District.

Scope of Work

The City of Marina receives water from MCWD, which will review and adopt the WSA for the proposed project, upon approval. MCWD's Urban Water Management Plan (UWMP) is being updated for the 2025 cycle, with 2025 UWMPs due to the Department of Water Resources by July 1, 2026. The CEQA document for the proposed project is anticipated to be published before the updated 2025 UWMP is available; therefore, the WSA will rely on information from the 2020 UWMP for water supply availability projections, and will quantify differences between water demands in the City of Marina under the existing General Plan versus under the proposed project, to characterize how water demands under the proposed project would differ from those presented in the 2020 UWMP.

The WSA will characterize water supply availability for the proposed project based upon projections in the 2020 UWMP for existing water supply sources and water agreements. The WSA will also characterize any additional water supply sources that may be developed or acquired by the City to support the General Plan Update, such as new water projects or revisions to existing agreements. These may include negotiations with parties to the 1993 Fort Ord Annexation Agreement and subsequent amendments, to exchange or acquire water allocated through Fort Ord and make it available to development that would be facilitated by the proposed project (such parties include the cities of Seaside, Del Rey Oaks, and Monterey, in addition to Marina, along with the County of Monterey). This scope of work does not include support for negotiation with parties to the Fort Ord water agreement or other such negotiations to redistribute existing water supplies in the project area or to augment existing supply sources through the development of supplemental supply; however, such support can be provided on a time and materials basis, if requested.



Assumptions

- This scope of work includes one hour-long kickoff meeting and up to three hour-long progress meetings with MCWD.
- No changes to the Project Description involving growth projections or development intensity that affect water demands will be introduced after initiation of the WSA.
- This scope of work does not include coordination or negotiation with parties to the Fort Ord Annexation Agreement or amendments thereto to revise water allocations.
- The City will provide Rincon with the WSAs prepared for projects that were accounted for in MCWD's 2020 UWMP and have not been implemented yet or would be revised under the proposed project; WSAs referenced in the 2020 UWMP include Cypress Knolls (2006), Dunes on Monterey Bay- University Village (2007), Sea Haven- Marina Heights (2003), Marina Station (2006), Marina Downtown Vitalization Specific Plan (2020), and Marina Airport Business Park/UC MBEST (2020).
- Rincon will respond to one round of comments from the District on the Draft WSA.
- Comments will be provided to Rincon in consolidated format, with internal conflicts resolved.
- Rincon will provide the Revised Draft WSA in tracked changes format, with responses included for all comments received on the Draft WSA.
- The Final WSA will consist of the Revised Draft WSA with tracked changes accepted and comments removed; any additional comments on the Revised Draft WSA will be minimal.
- All deliverables will be submitted electronically; no hard copies will be provided. This scope of work and cost estimate do not include providing ADA-accessible deliverables.
- No hydrologic modeling, groundwater modeling, or field work is necessary.

Deliverables

- Draft WSA (for review and comment by the District)
- Revised Draft WSA (for review and approval by the District)
- Final WSA (for attachment to the EIR)

Cost and Timeline

Rincon's proposed cost to complete this scope of work is **\$24,399** as shown in the table below. All costs will be billed on a time and materials basis using Rincon's 2025 standard fee schedule (attached).

Task	Budget
Task 1: Kickoff & Progress Meetings	\$1,319
Task 2: Draft WSA	\$17,326
Task 3: Revised Draft WSA	\$3,942
Task 4: Final WSA	\$1,812
Total Cost	\$24,399

Rincon will submit the Draft WSA within approximately six weeks of authorization and receipt of final buildout projections for the project. The Revised Draft and Final WSA will be provided within two weeks of receipt of consolidated comments on the prior deliverable.



This proposal is valid for a period of 30 days and is fully negotiable to meet the needs of the District for this assignment. We appreciate the opportunity to assist with this project. Please let us know if you have any questions about this proposal.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in blue ink that reads "Aubrey Mescher".

Aubrey Mescher
Water Resources Planner

A handwritten signature in blue ink that reads "Megan Jones".

Megan Jones, MPP
Principal

**REIMBURSEMENT AGREEMENT BY AND BETWEEN
MARINA COAST WATER DISTRICT AND THE CITY OF MARINA
FOR THE PREPARATION OF A WATER SUPPLY ASSESSMENT (WSA)
ASSOCIATED WITH THE GENERAL PLAN UPDATE (GP2045) ENVIRONMENTAL
IMPACT REPORT (EIR)**

This Reimbursement Agreement (“Reimbursement Agreement”) is entered into this _____ day of _____, 2025, (the “Effective Date”) by and between the Marina Coast Water District, a California county water district (“MCWD”) and the City of Marina (the “City”), a California municipal corporation. MCWD and the City are sometimes hereinafter individually referred to as “Party” and/or collectively referred to as the “Parties.”

RECITALS

A. The City has undertaken to complete its comprehensive General Plan Update (“GP2045”) and has entered into a Professional Service Agreement (“PSA”) with Raimi & Associates (R+A) to complete the project. In connection with completing GP2045, R+A has subcontracted with Rincon Consultants, Inc. (“Rincon”) to prepare an Environmental Impact Report (“EIR”) for the GP2045 as required by the California Environmental Quality Act (“CEQA”).

B. In connection with GP2045 and for purposes of complying with CEQA, the City has requested that MCWD prepare a Water Supply Assessment (“WSA”) consistent with Senate Bill (SB) 610.

C. MCWD will enter into a separate PSA with Rincon such that Rincon will be MCWD’s consultant for purposes of completing the WSA.

D. Pursuant to MCWD Code 6.16.030, City will reimburse MCWD for its costs incurred in providing the WSA, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. MCWD’s Obligations.

(a) MCWD shall provide a WSA to the City for the GP2045 such that City may utilize the WSA for purposes of CEQA compliance. The WSA shall be conducted in accordance with Water Code §10910 and shall be provided to the City within eight (8) weeks from receipt of the document from Rincon.

(b) MCWD shall enter into a separate PSA with Rincon, such that Rincon can conduct the WSA described herein. A copy of the PSA is attached hereto as Attachment No. 1 and incorporated herein.

2. City's Obligations.

(a) City shall pay MCWD all costs incurred by MCWD in conducting the WSA ("WSA Costs"). WSA Costs shall include all amounts paid by MCWD to Rincon in accordance with the PSA and reimbursement to MCWD for MCWD staff time. City's WSA Costs payable to MCWD will include the amount to Rincon of Twenty-six Thousand Eight Hundred Thirty-eight Dollars (\$26,838.90.00) and MCWD Staff time projected to be 10% of the professional services contracted amount.

(b) Upon completion of the WSA by MCWD and submittal to the City, City shall pay MCWD the WSA Costs within fifteen (15) business days of receiving and approving the detailed invoice from MCWD.

(c) City, at City's own cost and expense, shall comply with all California Environmental Quality Act ("CEQA") laws and regulations with regards to City's approval of the GP2045. City agrees to defend, indemnify, hold harmless and release MCWD, its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, the City's approval of the GP2045 or environmental documents submitted to support it.

4. Billing Disputes. The City shall submit any billing dispute in writing to MCWD within fifteen (15) calendar days after receipt of the invoice. The Parties shall endeavor to timely resolve any such dispute and thereby allow payment of the balance due within a reasonable amount of time, although in the event of an unresolved dispute, City shall pay the undisputed invoice amount to MCWD within thirty (30) business days of receipt of invoice while the parties continue to resolve the dispute.

5. Indemnity/Hold Harmless. Except as specified in section 3(c), the Parties do hereby mutually agree to indemnify, defend, save, and hold harmless the other and their respective officers officials, agents, employees, contractors, or subcontractors from any and all liabilities, claims, demands, debts, damages, suits, actions and cause of action of whatsoever kind, nature, or sort, including but not by way of limitation, for wrongful death, and for the expenses of defense of said parties, and each of them and the payment of attorney's fees in any such action, arising out or, or in any manner connected with any negligent act or omission of such indemnifying party or its contractors or subcontractors, done or performed in connection with such party's duties and obligations hereunder. It is the mutual intention of the Parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, officials, agents, employees, contractors, or subcontractors. The provisions of this indemnity shall survive the expiration or termination of this Reimbursement Agreement.

6. Notice. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express

or UPS]), sent by telecopier or facsimile (Fax) machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to MCWD: Marina Cost Water District
11 Reservation Road
Marina, CA 93933
Telephone: (831) 384-3161
Fax: (831) 883-5995

If to Marina: City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Telephone: (831) 884-1224
Fax: (831) 384-9148

Notices sent in accordance with this section shall be deemed delivered upon the next business day following the: (1) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (2) the date of actual receipt (if personally delivered by other means); (3) date of transmission (if sent by telecopier or facsimile machine); or (4) the date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section 13.

7. Severability. If any term, provision, condition, or covenant of this Reimbursement Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition, or covenant to persons or circumstances other than those as to whom it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Statutes and Law Governing. This Reimbursement Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

9. Waiver. The Parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition or covenant.

10. No Third Party Beneficiary. This Reimbursement Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

11. Counterparts. This Reimbursement Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party thereto, each shall be deemed an original, but all of which constitute one and the same instrument.

12. Entire Agreement. This Reimbursement Agreement contains the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this agreement, is null and void.

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be signed on the dates written below:

MARINA COAST WATER DISTRICT

CITY OF MARINA

Remleh Scherzinger
General Manager

Layne Long
City Manager

Date: _____ 2025

Date: _____ 2025

ATTEST:

ATTEST:

Paula Riso
Clerk to the Board

Anita Shepherd- Sharp
Deputy City Clerk

APPROVED AS TO FORM:

Roger Masuda
District Legal Counsel

Rene A. Ortega
City Attorney

EXHIBIT A

“MCWD-RINCON Professional Services Agreement”

June 10, 2025

Item No. **10g(1)**

Members of the Marina
City Council

City Council Meeting
of July 1, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, AUTHORIZING REIMBURSEMENT TO MARINA COAST WATER DISTRICT (MCWD) FOR RINCON CONSULTING, INC. PREPARATION OF A WATER SUPPLY ASSESSMENT (WSA) FOR THE GENERAL PLAN UPDATE (GP2045) ENVIRONMENTAL IMPACT REPORT (EIR); AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY WITH MCWD SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY. THE REIMBURSEMENT AGREEMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER §15061(b)(3) OF THE CEQA GUIDELINES.

REQUEST: It is requested that the Marina City Council:

1. Adopt Resolution 2025-, approving a Reimbursement Agreement with Marina Coast Water District to cover the costs for the preparation of a Water Supply Assessment (WSA) for the City's GP2045 EIR;
2. Authorize the Finance Director to make necessary accounting and budgetary entries; and
3. Authorize the City Manager to execute the Agreement on behalf of City with MCWD subject to final review by the City Attorney.

SUMMARY:

At its meeting on October 18, 2022, the City Council authorized a contract with Raimi+Associates (R+A) to prepare a comprehensive General Plan update (GP2045). The GP2045 process is moving along in its preparation of draft policies, chapters, and other important components of the update. One of the most critical aspects of this process is the creation of growth projections that determine the likely amount, timing, and location of future growth in Marina. The growth projections are one of the main focal points of the EIR as they will determine projected traffic and water impacts that may have a substantial effect on the environment.

Within the City of Marina, potable water is provided by the Marina Coast Water District. MCWD is required to prepare an Urban Water Management Plan (UWMP)¹ every five (5) years. The UWMP analyzes current and future water demands within the service area and compares demands to projections of water supply availability in order to facilitate the identification of areas or circumstances where demand reduction measures or supplemental supply sources are necessary to ensure sufficient supply is available to meet all demands. The District's 2020 UWMP was completed in 2021 and its 2025 will be started this year with an expected completion date of July 1, 2026. The 2025 UWMP is anticipated to provide the updated land use data and water demand projections necessary to inform analysis of water supply availability for the GP2045 EIR; however, the 2025 UWMP will not be available to inform the GP2045 EIR, as the timing of its preparation does not correspond with our completion timeline of early summer 2026.

¹ https://www.mcwd.org/docs/2021_uwmp/DRAFT_MCWD_2020_UWMP_v20210520.pdf

For this reason, the City asked Rincon, which has specific background in local and State water policy, to consider preparing a WSA for the GP2045 EIR as a way to expedite the water analysis timeline. The preparation of a WSA is not explicitly required for a general plan update per Senate Bil (SB) 610, which amended California Water Code to require a WSA for certain types of development projects that will use groundwater as a water supply source. However, the purpose of a WSA is to assess water supply availability for a given proposal, including through consideration of all existing and anticipated demands on a common water supply source, and the WSA for GP2045 will therefore contain the updated service area demand characteristics necessary to inform the GP2045 EIR. This will allow the consultants to analyze the availability of water within the region to accommodate Marina's projected growth through the expected general plan buildout of 2045.

The preparation of WSAs is typically done by the water district or a consultant hired by and managed by the district. For this reason, the City would be entering into a reimbursement agreement with MCWD for the cost of the WSA to be prepared by Rincon, as MCWD's consultant. The *Proposal to Prepare a Water Supply Assessment for the City of Marina General Plan Update* (Proposal) has been provided by Rincon and is included as **EXHIBIT A** to the Resolution referred herein. Also included as **EXHIBIT B** to the Resolution is the draft Reimbursement Agreement (Agreement) with MCWD.

FISCAL IMPACT:

Because a WSA is typically not required for a general plan update, this cost was not included in R+A's original GP2045 budget. Rincon's proposed budget for the preparation of the WSA is \$24,399.00 which would be paid directly by MCWD as the lead review authority. MCWD requires a 10% administrative review bringing the total reimbursement amount to **\$26,838.90**.

ENVIRONMENTAL REVIEW:

The approval of this Reimbursement Agreement is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, 15061(b)(3) because the proposed agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

CONCLUSION:

This request is submitted for City Council consideration.

Respectfully submitted,

Alyson Hunter, AICP
Sr. Planner, Community Development Dept.
City of Marina

REVIEWED/CONCUR:

Guido F. Persicone, AICP
Community Development Director
City of Marina

Layne Long
City Manager
City of Marina