



# FORT ORD REUSE AUTHORITY

920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

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## WATER AND WASTEWATER OVERSIGHT COMMITTEE MEETING

9:15 a.m. (or immediately following the Administrative Committee meeting)

Wednesday, August 5, 2015

920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933 (FORA Conference Room)

### AGENDA

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

**4. PUBLIC COMMENT PERIOD**

Individuals wishing to address the Committee on matters within its jurisdiction, but not on this agenda, may do so during this period for up to three minutes. Comments on specific agenda items are heard under that item.

**5. APPROVAL OF MEETING MINUTES**

a. April 29, 2015 WWOC Meeting Minutes

ACTION

**6. BUSINESS ITEMS**

a. 1998 Water and Wastewater Facilities Agreement

INFORMATION

i. Article 10.1 Dispute Resolution Procedure

INFORMATION

ii. WWOC Proposed Resolution

ACTION

**7. ITEMS FROM MEMBERS**

**8. ADJOURNMENT**

**NEXT MEETING: TBD**

*For information regarding items on this agenda or to request disability related modifications and/or accommodations please contact the Deputy Clerk 48 hours prior to the meeting.*

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**FORT ORD REUSE AUTHORITY  
WATER/WASTEWATER OVERSIGHT COMMITTEE  
MEETING MINUTES**

Wednesday, April 29, 2015 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933

**1. CALL TO ORDER**

FORA Assistant Executive Officer Steve Endsley called the meeting to order at 10:10 a.m. The following were present:

Committee Members:

Mike Lerch, CSUMB  
Steve Matarazzo, UCSC  
Elizabeth Caraker, City of Monterey  
Tim O'Halloran, City of Seaside  
Daniel Dawson, City of DRO

Others Present:

Patrick Breen, MCWD  
Bill Kocher, MCWD  
Kelly Cadiente, MCWD  
Bob Schaffer, MCP  
Peter Le  
Tom Mancini  
Brian Boudreau  
Kathleen Lee  
Andy Sterbenz

FORA Staff:

Steve Endsley  
Crissy Maras

**2. PLEDGE OF ALLEGIANCE**

Elizabeth Caraker led the pledge of allegiance.

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

None

**4. PUBLIC COMMENT PERIOD**

The committee received comments from a member of the public.

**5. APPROVAL OF MEETING MINUTES**

**a. April 15, 2015 WWOC Meeting Minutes**

MOTION: Steve Matarazzo moved, seconded by Daniel Dawson, to approve the meeting minutes as presented.

MOTION PASSED: Unanimous

**6. BUSINESS ITEMS**

**a. Draft FY 2015/16 Ord Community Budget**

MCWD provided a handout describing previously suggested budget edits and a map outlining the location of proposed capital improvement projects. MCWD is currently interviewing for a district engineer who will be tasked with moving the CIP forward.

MOTION: Mr. Matarazzo moved, seconded by Tim O'Halloran, approval of the budget as presented, suggesting removal of line item 25b (funding the recycled trunk main and RUWAP desal) for separate review and approval by the FORA Board.

MOTION PASSED: Ayes: Matarazzo, O'Halloran, Caraker, Dawson. No: Lerch

Additional comments for FORA Board consideration included that the 10% desal design process should answer questions regarding project cost, brine disposal, interference with ongoing Cal-

Am progress, which aquifer was proposed for use, and how MCWD could cooperate with other agencies without further lawsuits.

**b. Quarterly Report – Presentation by MCWD**

The quarterly report was not presented at this meeting and will be continued to a future meeting.

**c. MCWD Annual Performance Evaluation**

Evaluation forms were provided to the committee with the request that members submit feedback to FORA so a compilation of evaluation scores can be provided at a future meeting.

**7. ITEMS FROM MCWD**

**a. Rate Payer Advisory Committee**

This item is on the May 15<sup>th</sup> MCWD Board meeting agenda. MCWD will provide an update to the committee at a future meeting.

**b. Ord Community Annexation**

There is no update to this item.

**c. Seaside County Sanitation District Negotiations**

There is no update to this item.

**8. ITEMS FROM MEMBERS**

None

**9. ADJOURNMENT**

The meeting was adjourned at 11:05 a.m.

8.2. INSURANCE. Throughout the term of this Agreement MCWD shall maintain insurance with coverage and limits equivalent to that maintained for MCWD's operations within its jurisdictional boundaries. The insurance shall cover the members of the Committee and shall name FORA as an additional insured.

8.3. COST OF RISK. Each compensation plan adopted for MCWD pursuant to Article 7 of this Agreement shall be adequate to pay MCWD's cost of insurance for acquiring, constructing, operating and furnishing the facilities for the service area, and to establish a prudent risk reserve for uninsured risks.

## ARTICLE 9. EFFECTIVE DATE AND TERM

9.1. EFFECTIVE DATE. This Agreement shall become effective when FORA and MCWD have each executed this Agreement.

9.2. FORMAL ADOPTION. FORA will adopt this Agreement by ordinance. MCWD will adopt this Agreement by resolution.

9.3. TERM. This Agreement shall have a term coincident with the legal existence of FORA, unless the USA denies MCWD's application for a public benefit conveyance. If the USA denies MCWD's application for a public benefit conveyance, the parties shall meet and confer in good faith during the 120 days immediately following the final denial to discuss possible change in terms for MCWD to acquire, construct, operate and/or furnish the facilities. If FORA and MCWD cannot agree on new terms within the 120 days, or such other additional time as may be agreed by FORA and MCWD, this Agreement shall terminate and have no further effect, and the parties thereafter shall have no further rights or obligations under this Agreement.

9.4. EFFECT OF TERMINATION. Upon termination of this Agreement, unless otherwise provided by this Agreement or by law or by further agreement of FORA and MCWD or their successors, MCWD shall own the facilities free and clear of the terms and conditions of this Agreement.

## ARTICLE 10. GENERAL PROVISIONS

### 10.1. DISPUTE RESOLUTION PROCEDURE.

10.1.1. Meet and Confer; Mediation. This section shall apply to all disputes arising under this Agreement. The Agreement Administrators designated under section 5.4 of this Agreement shall first meet and confer to resolve any dispute. Each party shall make all reasonable efforts to provide to the other party all information relevant to the dispute. If the Agreement Administrators cannot resolve the dispute within ten working days from the date of the dispute, they shall meet and

confer together with the Committee. If the dispute is not resolved within another ten working days from the date of the dispute, the Agreement Administrators shall meet and confer together with a voting member of the FORA Board and a member of the MCWD Board. If the dispute is not resolved within another ten days from the date of the dispute, the parties shall mediate the dispute at the earliest possible date, with one of the persons named on Exhibit "C" to this Agreement serving as mediator. If the dispute is still not resolved, the parties may pursue any and all remedies available to them at law and equity, including declaratory relief which shall be binding on the parties.

10.1.2. Provisional Relief Available. The requirement to use the procedure specified in section 10.1.1 of this Agreement shall not prevent a party from seeking provisional relief from a court if necessary to protect the public health or safety.

10.1.3. Mediator List. Exhibit "C" to this Agreement is a list of persons both parties will accept as mediators for any dispute arising under this Agreement. If a dispute requires mediation, the parties will choose a mediator from the list by some random method, and will continue to do so until a mediator is selected who can mediate the particular dispute without delay. As a last resort, if no person named on Exhibit "C" can mediate a particular dispute without delay, the parties will ask the Presiding Judge of the Monterey County Superior Court to appoint a mediator.

10.2. WAIVER OF RIGHTS. None of the covenants or agreements herein contained can be waived except by the written consent of the waiving party.

10.3. SEVERABILITY. If any one or more of the covenants or agreements set forth in this Agreement on the part of the parties, or either of them, to be performed should be contrary to any provision of law or contrary to the policy of law to such extent as to be unenforceable in any court of competent jurisdiction, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements and shall in no way affect the validity of this Agreement.

10.4. EXHIBITS. All exhibits referred to in this Agreement and attached to this agreement are incorporated in this Agreement by reference.

10.5. COUNTERPARTS. This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document.

10.6. NOTICES. All notices, requests, consents, approvals, authorizations, agreements, or appointments hereunder shall be given in writing and addressed to the principal office of each party.