

County of Monterey

*Saffron Room
1441 Schilling Place
Salinas, Ca 93901*



Meeting Agenda

Friday, March 7, 2025

8:30 AM

Saffron Room, 1441 Schilling Place, Salinas, Ca 93901

Water Resources Agency Finance Committee

*John Baillie
Mark Gonzalez
Mike LeBarre
Matthew Simis*

To participate in this Finance Committee meeting through the following methods:

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:
<https://montereycty.zoom.us/j/92403510520>
OR to participate by phone call any of these numbers below:
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Enter this Meeting ID number: 924 0351 0520 PASSWORD: 404237 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push *9 on your keypad.

PLEASE NOTE: IF ALL COMMITTEE MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE FINANCE COMMITTEE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE FINANCE COMMITTEE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

3. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means: When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and un mute their device one at a time. Public speakers may be broadcast in audio form only.
4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at WRAPubliccomment@countyofmonterey.gov by 5:00 p.m. on the Thursday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Finance Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Thursday deadline will be distributed to the Committee and will be placed in the record.
5. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at

WRAPubliccomment@countyofmonterey.gov. In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Finance Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

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8. Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to WRAPubliccomment@countyofmonterey.gov. The request should be made no later than noon on the Thursday prior to the Committee meeting in order to provide time for the Agency to address the request.

9. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

Participar en esta reunión del Comité de Finanzas a través de los siguientes métodos:

1. Puede asistir en persona,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92403510520>

O el público puede escuchar a través del teléfono llamando al:

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3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios: Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a WRAPublicComment@countyofmonterey.gov. antes de las 5:00 P. M. el Jueves antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha limite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a WRAPublicComment@countyofmonterey.gov. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité

para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: WRAPublicComment@countyofmonterey.gov. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Jueves antes de la reunión a WRAPublicComment@countyofmonterey.gov (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a WRAPublicComment@countyofmonterey.gov. La solicitud debe hacerse a más tardar el mediodía del Jueves antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

Call to Order

Roll Call

Public Comment

Committee Member Comments

Consent Calendar

1. Approve the Minutes of the Finance Committee meeting on February 7, 2025.

Attachments: [draft Finance Minutes February 7, 2025](#)
2. Approve Amendment No.4 of the agreement for Professional Services with GEI Consultants, Inc., to extend the term length to June 30, 2027, for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment. (Staff Presenting: Guillermo Alvarez)

Attachments: [Board Report](#)
[Amendment No. 4](#)
[Amendments Nos. 1 thru 3](#)

Scheduled Items

3.
 - a. Consider receiving a draft of the Groundwater Monitoring Program Fee Study; and,
 - b. Provide feedback to staff as appropriate. (Staff Presenting: Amy Woodrow)

Attachments: [Board Report](#)
[Ordinance No. 5426](#)
[Resolution 20-348](#)
[Draft GMP Fee Study](#)

4. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 3 to the Agreement for Services with Industrial Machine Shop to increase the dollar amount by \$250,000 for a new contract total not to exceed \$790,000 to accommodate emergency equipment repairs and as-needed fabrication and repair services related to Agency facilities and equipment; and authorize the General Manager to execute Amendment No. 3.
(Staff Presenting: Jason Demers)

Attachments: [Board Report](#)
[Original Agreement for Services](#)
[Amendment No. 3](#)

5. Consider receiving the FY2024-25 January 2025 Financials for All Agency Funds.
(Staff Presenting Nora Cervantes)

Attachments: [FIN FY25 BoD Monthly Reports](#)
[WRA Financial BFY2024-25 PPT](#)

Status Reports

6. Fiscal Year 2024-2025 Hydroelectric Revenue Summary. (Staff Presenting: Nora Cervantes)

Attachments: [FY24-25 Hydro Revenue](#)

7. FY2025-26 Preliminary Budget. (Staff Presenting: Nan Kim)

Calendar

8. Set next meeting date and discuss future agenda items.

Adjournment



County of Monterey

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-023

March 07, 2025

Introduced: 2/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Approve the Minutes of the Finance Committee meeting on February 7, 2025.

County of Monterey

*Saffron Room
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Salinas, Ca 93901*



Meeting Minutes

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8:30 AM

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Mark Gonzalez
Mike LeBarre
Matthew Simis*

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escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a WRAPubliccomment@countyofmonterey.gov. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

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9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

Call to Order

The meeting was called to order at 8:30 a.m.

Roll Call

Present: John Baillie, Mike LeBarre, Matthew Simis (arrived at 8:32a.m.)
Absent: Mark Gonzalez

Public Comment

None

Committee Member Comments

None

Consent Calendar

Upon motion by Mike LeBarre, Second by John Baillie the committee approved the Consent Calendar of the Finance Committee meeting.

Ayes: John Baillie, Mike LeBarre, Matthew Simis

Noes: None

Absent: Mark Gonzalez

Abstained: None

1. Approve the Minutes of the Finance Committee meeting on January 17, 2025.

Attachments: [Draft Finance Minutes Jan. 17, 2025](#)

Presentations

Committee Member Comments: John Baillie, Mike LeBarre, Matthew Simis.

Public Comment: None.

2. Safety of Dams Projects Overview of Financing Options. (Staff: Ara Azhderian)

Attachments: [Safety of Dams Projects Financing Options PPT](#)
[2025 MoCo Strategic Grant Services Program](#)
[2025 MoCo State-Federal Appropriations Requests](#)

Scheduled Items

3. Consider recommending that the Board of Directors authorize the General Manager to execute an Agreement for Services (“Agreement”) with Balance Hydrologics for a total contract amount not to exceed \$142,300 to complete hydraulic modeling for the Carmel River Flooding Impacts Study; and authorize the General Manager to execute up to two no-cost amendments to the Agreement. (Staff Presenting: Amy Woodrow)

Attachments: [Board Report](#)
[Resolution No. 24-311](#)
[Funding Agreement Number 4600015952](#)
[Agreement For Services Balance Hydrologics](#)

Upon motion by Matthew Simis, Second by John Baillie, the committee recommended that the Board of Directors authorize the General Manager to execute an Agreement for Services (“Agreement”) with Balance Hydrologics for a total contract amount not to exceed \$142,300 to complete hydraulic modeling for the Carmel River Flooding Impacts Study; and authorize the

General Manager to execute up to two no-cost amendments to the Agreement.

Ayes: Matthew Simis, John Baillie, Mike LeBarre

Noes: None

Absent: Mark Gonzalez,

Abstained: None

Committee Member Comments: John Baillie

Staff Comments: None

Public Comments: None

4. Consider recommending that the Board of Directors approve an Agreement for Services with FlowWest, Inc. in the dollar amount of \$275,000 for work to be performed related to the Monterey County Water Resources Agency Flood Emergency Response Project (Project).
(Staff Presenting: Peter Kwick)

Attachments: [Board Report](#)

[FlowWest Agreement DRAFT PSA](#)

Upon motion by John Baillie, Second by Matthew Simis, the committee recommended that the Board of Directors approve an Agreement for Services with FlowWest, Inc. in the dollar amount of \$275,000 for work to be performed related to the Monterey County Water Resources Agency Flood Emergency Response Project (Project)

Ayes: John Baillie, Mike LeBarre, Matthew Simis,

Noes: None

Absent: Mark Gonzalez,

Abstained: None

Committee Member Comments: Matthew Simis

Staff Comments: Ara Azhderian, Jason Demers

Public Comments: None

5. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Don Chapin Company for a dollar amount increase of \$5,000, not to exceed \$131,000 for the repair of a damaged section of culvert at the Blanco drainage ditch. (Staff Presenting: Jason Demers)

Attachments: [Board Report](#)

[Amendment 1 to the Agreement for Services](#)

[Chapin Amendment 1 for Blando Drain Repair PPT](#)

Upon motion by Matthew Simis, Second by John Baillie, the committee recommended that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Don Chapin Company for a dollar amount increase of \$5,000, not to exceed \$131,000 for the repair of a damaged section of culvert at the Blanco drainage ditch.

Ayes: Matthew Simis, John Baillie, Mike LeBarre,

Noes: None

Absent: Mark Gonzalez,

Abstained: None

Committee Member Comments: John Baillie
Staff Comments: Ara Azhderian
Public Comments: None

6. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Service Agreement with A. Teichert & Son, Inc. dba Teichert Construction for on-call repair services for CSIP, to extend the term length to July 31st, 2027, and a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1. (Staff Presenting: Pete Vannerus)

Attachments: [Board Report](#)
[Original Agreement](#)
[Amendment No. 1](#)

Upon motion by Matthew Simis, Second by Mike LeBarre, the committee recommended that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Service Agreement with A. Teichert & Son, Inc. dba Teichert Construction for on-call repair services for CSIP, to extend the term length to July 31st, 2027, and a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1.

Ayes: Matthew Simis, John Baillie, Mike LeBarre,
Noes: None
Absent: Mark Gonzalez,
Abstained: None

Committee Member Comments: John Baillie
Staff Comments: None
Public Comments: None

7. Consider recommending that the Board of Directors authorize the General Manager to enter into Amendment No. 3 to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, to increase the subgrant eligible fund amount by \$1,302 for a total contract amount not to exceed \$3,481,302; and revise the work plan. (Staff Presenting: Shaunna Murray)

Attachments: [Board Report](#)
[Original Subgrant Agreement with SVBGSA](#)
[Subgrant Agreement Amendment No.1](#)
[Subgrant Agreement Amendment No. 2](#)
[MCWRA letter requesting Amendment No.3](#)

Upon motion by Matthew Simis, Second by Mike LeBarre, the committee recommended that the Board of Directors authorize the General Manager to enter into Amendment No. 3 to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, to increase the subgrant eligible fund amount by \$1,302 for a total contract amount not to exceed \$3,481,302; and revise the work plan.

Ayes: Matthew Simis, John Baillie, Mike LeBarre,
Noes: None
Absent: Mark Gonzalez,
Abstained: None

Committee Member Comments: None
Staff Comments: None
Public Comments: None

8. Consider recommending that the Monterey County Water Resources Agency Board of Directors to authorize the General Manager to initiate an S&P Global Credit Rating Evaluation in the fiscal-year ending 2026. (Staff Presenting: Ara Azhderian)

Attachments: [Board Report](#)

Upon motion by Mike LeBarre, Second by Matthew Simis, the committee recommended that the Monterey County Water Resources Agency Board of Directors to authorize the General Manager to initiate an S&P Global Credit Rating Evaluation in the fiscal-year ending 2026.

Ayes: Matthew Simis, John Baillie, Mike LeBarre,
Noes: None
Absent: Mark Gonzalez,
Abstained: None

Committee Member Comments: None
Staff Comments: None
Public Comments: None

9. Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into an Amended Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding for services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), in the amount not to exceed \$400,000; and recommend that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement. (Staff Presenting: Shaunna Murray)

Attachments: [Board Report](#)
[Original Agreement](#)
[SGM R2 Amendment #1 Exhibits A thru C](#)

Upon motion by Matthew Simis, Second by Mike LeBarre the committee recommended that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into an Amended Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding for services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), in the amount not to exceed \$400,000; and recommend that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement.

Ayes: Matthew Simis, John Baillie, Mike LeBarre,
Noes: None
Absent: Mark Gonzalez,
Abstained: None

Committee Member Comments: John Baillie, Matthew Simis
Staff Comments: None
Public Comments: None

10. Consider receiving the Monterey County Water Resources Agency Fiscal Year 2023-24 Financial Status Report. (Staff Presenting: Nan K. Kim)

Attachments: [Board Report](#)
[FY24 Financials Final](#)

Upon motion by Matthew Simis, Second by Mike LeBarre the committee received the Monterey County Water Resources Agency Fiscal Year 2023-24 Financial Status Report.

Ayes: Matthew Simis, John Baillie, Mike LeBarre,
Noes: None
Absent: Mark Gonzalez,
Abstained: None

Committee Member Comments: None
Staff Comments: None
Public Comments: None

11. Consider receiving the Dec 2024 Financials for All Agency Funds. (Staff Presenting Nora Cervantes)

Attachments: [FIN FY25 Monthly Reports](#)
[WRA Financial BFY2024-25 AP 06 PPT](#)

Upon motion by Matthew Simis, Second by Mike LeBarre the committee received the Dec 2024 Financials for All Agency Funds.

Ayes: Matthew Simis, John Baillie, Mike LeBarre,
Noes: None
Absent: Mark Gonzalez,
Abstained: None

Committee Member Comments: John Baillie
Staff Comments: None
Public Comments: None

Status Reports

12. Monterey One Water Year to Date Financials (Final) thru December 2024. (Monterey One Water Staff Presenting: Lawrence Chiu)

Committee Member Comments: Matthew Simis
Staff Comments: Shaunna Murray, Ara Azhderian, Pete Vannerus
Public Comments: None

13. Fiscal Year 2024-2025 Hydroelectric Revenue Summary. (Staff Presenting: Nora Cervantes)

Attachments: [FY24-25 Hydro Revenue](#)

Committee Member Comments: None

Staff Comments: None

Public Comments: None

Calendar

14. Set next meeting date and discuss future agenda items.

Adjournment

The meeting adjourned at 10:00 a.m. to proceed with the scheduled Personal & Administration meeting, Finance committee meeting reconvened at 10:18 a.m. proceed with remaining Scheduled Items, Status Reports; the meeting adjourned at 11:00a.m.



County of Monterey

Item No.2

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-029

March 07, 2025

Introduced: 2/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Approve Amendment No.4 of the agreement for Professional Services with GEI Consultants, Inc., to extend the term length to June 30, 2027, for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment. (Staff Presenting: Guillermo Alvarez)

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance Committee:

Recommend that the Board of Directors of the Monterey County Resources Agency approve Amendment No.4 of the agreement for Professional Services with GEI Consultants, Inc., to extend the term length to June 30, 2027, for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.

SUMMARY/DISCUSSION:

During the winter storms of January 2023, Nacimiento Dam suffered erosion damage at the Spillway's Plunge Pool and at multiple locations along the Nacimiento Dam Hydro-Plant's South Access Road at multiple locations. An Agreement for Professional Services with GEI Consultants Inc. to perform emergency repair and protection of the Nacimiento Dam spillway plunge pool banks, was approved by the Board of Directors on February 2, 2023, in an amount not to exceed \$200,000.

Amendment No. 1 to the services agreement was approved by the Board of Directors on May 15, 2023, to increase the amount payable on contract \$170,000, for total contract amount of \$370,000. The Board of Directors approved Amendment No. 2 to the services agreement with GEI Inc., increased the amount payable on contract by \$70,000, for a contract not-to-exceed amount of \$440,000. The Board of Directors approved Amendment No.3 to the services agreement with GEI will increase the value of the contract by \$156,000, and adjust the contract's Fee Schedule, increasing the hourly labor rates according to the Direct Labor Rate schedule.

FEMA has authorized \$1.1 mil for repair of damages at the South Access Road. The Agency intends to release the RFP for construction in May 2025. Construction of repairs is estimated at \$450,000. The Agency will be reimbursed for all costs associated with design, construction management, and construction of the repairs per the FEMA authorization.

Amendment No. 4 of the agreement for Professional Services with GEI Consultants, Inc., will extend the

term of the contract to June 30, 2027, allowing GEI to provide engineering services through completion of the planned repairs to the Nacimiento Dam Hydro-Plant's South Access Road.

OTHER AGENCY INVOLVEMENT:

FEMA (reimbursement and contracting requirements).

County of San Luis Obispo-Building and Planning (grading permit)

FINANCING:

Fund 116-Nacimiento (FEMA reimbursement authorized)

Prepared by: Guillermo Alvarez, Water Resources Engineer (831) 279-6144

Approved by: Ara Azhderian, General Manager, (831)755-4860

Attachments:

1. Amendment No. 4
2. Amendment Nos. 1 thru 3



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-029

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RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance Committee:

Recommend that the Board of Directors of the Monterey County Resources Agency approve Amendment No.4 of the agreement for Professional Services with GEI Consultants, Inc., to extend the term length to June 30, 2027, for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.

SUMMARY/DISCUSSION:

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Amendment No. 4 of the agreement for Professional Services with GEI Consultants, Inc., will extend the term of the contract to June 30, 2027, allowing GEI to provide engineering services through completion

of the planned repairs to the Nacimiento Dam Hydro-Plant's South Access Road.

OTHER AGENCY INVOLVEMENT:

FEMA (reimbursement and contracting requirements).

County of San Luis Obispo-Building and Planning (grading permit)

FINANCING:

Fund 116-Nacimiento (FEMA reimbursement authorized)

Prepared by: Guillermo Alvarez, Water Resources Engineer (831) 279-6144

Approved by: Ara Azhderian, General Manager, (831)755-4860

Attachments:

1. Amendment No. 4
2. Amendment Nos. 1 thru 3

**AMENDMENT NO. 4
TO AGREEMENT BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY &
GEI CONSULTANTS, INC.**

THIS AMENDMENT NO. 4 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2023, processed Amendment No. 1 on February 13, 2023, Amendment No. 2 on April 2, 2024 and Amendment No. 3 on February 13, 2025 (hereinafter, “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement with a term extension to June 30, 2027, to continue providing services identified in the Agreement; and

NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Section 2, “**Term of Agreement**”, to read as follows:

Term of Agreement. The term of this Agreement shall begin on January 1, 2023, by CONTRACTOR and Agency, and will terminate on June 30, 2027, unless earlier terminated as provided herein.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. A copy of this AMENDMENT NO. 4 shall be attached to the original AGREEMENT dated January 1, 2023.

This section intentionally left blank

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 4 on the day and year written below.

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CONTRACTOR: GEI Consultants, Inc.

General Manager

By: _____
Signature of Chair, President, or
Vice-President

Dated:

Printed Name and Title

Approved as to Fiscal Provisions:

Dated:

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated:

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:

Chief Assistant County Counsel

Dated:

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN
PROFESSIONALS**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and GEI Consultants, Inc., a Massachusetts Corporation located at 180 Grand Avenue, Suite 950, Oakland CA 94612 hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**

- (a) The scope of work is briefly described and outlined as follows:
Engineering, construction, and environmental services related to 2023 storm repair work at Agency facilities.
- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin on January 1, 2023 by CONTRACTOR and Agency, and will terminate on December 31, 2024, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is two hundred thousand dollars.

(\$ 200,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full

force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

5.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORS or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

6. Insurance.

6.1 Evidence of Coverage:
Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99.****

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in

the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be

deducted from any sum due CONTRACTOR.

11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.
15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by

CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering
CONTRACTOR's work under this Agreement shall be

Mr. William Rettberg

Agency's designated administrator of this Agreement shall be

Mr. Chris Moss

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

TO AGENCY	TO CONTRACTOR
Name: Mr. Chris Moss	Name: Mr. William Rettberg
Address: 1441 Schilling Place - N. Bldg, Salinas CA 93901	Address: 180 Grand Avenue, Suite 950, Oakland CA 94612
Telephone: 831-755-4860	Telephone: 510-910-2201
Fax: 831-424-3579	Fax: -----
E-Mail: mosscc@co.monterey.ca.us	E-Mail: wrettberg@geiconsultants.com

28. Federal Emergency Management Agency ("FEMA") Contract Provisions. The FEMA Standard Provisions and Funding Requirements contract provisions attached in Exhibit C are hereby incorporated by this reference.

29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Payment Provisions

Exhibit C - FEMA Standard Provisions and Funding Requirements


32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.


**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN
PROFESSIONALS**

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

CONTRACTOR:

BY: 
DocuSigned by:
631A724C33274DD...

BY: 

Lew Bauman
Interim General Manager

Type Name: William Rettberg

Title: Senior Vice President

Date: 2/13/2023 | 8:27 AM PST

Date: 2/10/2023

BY: 

Type Name: Mark Freitas

Title: Vice President

Date: 2/10/2023

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form ¹:

Approved as to fiscal provisions:

DocuSigned by:
Kelly L. Doulon
22D690CA05A940B...
Assistant County Counsel

DocuSigned by:
Juan Pablo Lopez
A59152E49ADC476...
Administrative Analyst

Dated: 2/10/2023 | 1:30 PM PST

Dated: 2/10/2023 | 4:46 PM PST

County Council – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: 2/10/2023 | 4:41 PM PST

¹ Approval by County Council is required, and/or when legal services are rendered

² Approval by Auditor-Controller is required

EXHIBIT A

SCOPE OF WORK / WORK SCHEDULE

NACIMIENTO DAM SPILLWAY PLUNGE POOL REPAIR AND PROTECTIVE MEASURES PROJECT

Storm events during January 2023 resulted in the rapid filling of Nacimiento reservoir requiring spillway discharges up to approximately 3,000 cfs causing new erosion along the left plunge pool bank. With the potential for additional large storm events this winter, further spillway discharges could further erode plunge pool banks, including potential erosion towards the left side of the spillway along the highly erodible Monterey Formation bank material. If left bank erosion of the Monterey Formation encroaches upon the spillway, impacts could create spillway instability and a dam safety concern. Rock protection along the left bank would help stabilize the area and help prevent future erosion towards the spillway, and towards an existing PG&E power pole located on the left bank. Rock protection in two unprotected areas on the right bank would also help stabilize the right bank slopes, helping prevent future erosion towards the toe of Nacimiento Dam.

GEI Consultants, Inc. (Contractor) will perform the services below in support of repair and protective measures installation. Payment shall be in accordance with Exhibit B.

1. ENGINEERING SERVICES

Design of emergency repair and protective measures.

Deliverables: Technical Memorandum, drawings, specifications, cost estimate, and estimated construction schedule.

2. CONSTRUCTION SERVICES

Services during construction of emergency repair and protective measures, which may include but are not limited to, onsite construction inspection, construction progress photography, review and approval of daily contractor work report, weekly construction progress meeting coordination, attendance and meeting minutes preparation, weekly construction progress report, contractor change order preparation, field order preparation, substantial completion inspection, punch list development, final inspection, construction contract invoice payment review and recommendation, after-action report preparation for submittal to State and Federal agencies, and record keeping necessary to comply with construction contract and project permit requirements.

3. ENVIRONMENTAL SERVICES

Perform environmental services which may include but is not limited to, monitoring, reporting, project mitigation plan preparation, project mitigation installation, and other activities necessary to comply with project permits and applicable regulations.

4. PROJECT MANAGEMENT ASSISTANCE

Assist Agency with project management, coordination of personnel and activities necessary to complete Engineering Services, Construction Services and Environmental Services.

GENERAL ENGINEERING SERVICES

Upon request of Agency, Contractor will perform services for Agency owned facilities on an as needed basis. For such services, Agency will provide a Scope of Work, Schedule, and deliverables in writing, and agreed to in writing by Contractor (email will suffice for this purpose). Services may include, but are not limited to surveying, engineering, geotechnical services, construction management, inspection, environmental and permitting services. Subcontractors shall be approved by the Agency. Payment shall be in accordance with Exhibit B.

WORK SCHEDULE

Work schedule shall be determined by Agency in consultation with Contractor.

EXHIBIT B

PAYMENT PROVISIONS

PAYMENT:

For the Scope of Work described in Exhibit A, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$200,000. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below.

Direct Labor Costs: Are the hourly billing rate, per the Direct Labor Rate Schedules herein, times the number of hours worked by the personnel. Environmental services billing rates are shown in Table 1. All other labor billing rates are shown in Table 2.

Other Direct Costs: Other Direct Costs are identifiable costs necessarily incurred to complete the Scope of Work. Such costs include, but are not limited to, travel and subsistence expenses, document reproduction costs, postal, and materials costs. Expenses shall be accounted for in each invoice by submittal of receipts for such costs and a description of their necessity. Monterey County Travel Policy requires overnight lodging, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; mileage is billable at IRS allowable rate at time of travel, no mark-up. Non-Travel Policy costs may be marked-up 10%.

Sub-Contractor Mark-up is the percentage multiplier designated for each sub-Contractor times the sum of sub-Contractor direct labor and other direct charges. All sub-Contractor mark-up multipliers shall not exceed 1.10 (10% mark-up).

DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedules (Tables 1 and 2) herein are effective beginning January 1, 2023. The hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1. Environmental Services Labor Rate Schedule

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> \$ per hour
Staff Professional – Grade 1	\$ 100
Staff Professional – Grade 2	\$ 118
Project Professional – Grade 3	\$ 131
Project Professional – Grade 4	\$ 159
Senior Professional – Grade 5	\$ 182
Senior Professional – Grade 6	\$ 208 - \$ 228
Senior Professional – Grade 7	\$ 269
Senior Consultant – Grade 8	\$ 299 - \$ 309
Senior Consultant – Grade 9	\$ 311
Senior Principal – Grade 10	\$ 312

Senior Drafter and Designer	\$ 161
Drafter / Designer and Senior Technician	\$ 131
Field Professional	\$ 119
Technician, Word Processor, Administrative Staff	\$ 94
<u>Office Aide</u>	<u>\$ 93</u>

Table 2. All Other Labor Rate Schedule

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 141
Staff Professional – Grade 2	\$ 156
Project Professional – Grade 3	\$ 171
Project Professional – Grade 4	\$ 191
Senior Professional – Grade 5	\$ 226
Senior Professional – Grade 6	\$ 257
Senior Professional – Grade 7	\$ 306
Senior Consultant – Grade 8	\$ 342
Senior Consultant – Grade 9	\$ 417
Senior Principal – Grade 10	\$ 417

Senior Drafter and Designer	\$ 171
Drafter / Designer and Senior Technician	\$ 156
Field Professional	\$ 128
Technician, Word Processor, Administrative Staff	\$ 127
<u>Office Aide</u>	<u>\$ 99</u>

INVOICES:

Invoices may be submitted monthly. Invoices shall include the direct labor costs by individual and task, showing the individual's hours charged, hourly rate and total amount charged to each task. Other direct charges shall be added to the sum of the direct labor costs by task. Other direct charges shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Percent of task completion shall be included on each invoice.

NOTIFICATION:

When, during performance of the work, Contractor incurs 75 percent of the total task cost allotted to a task, Contractor shall so notify the Agency to that effect. If Consultant has reason to believe that the costs which it expects to incur to finish the task, when added to the costs previously incurred, will exceed the total task cost, Contractor shall so notify the Agency to that effect. The notice shall state: (1) the estimated amount of additional funds required to complete the task; (2) justification for the need for additional funds; and (3) the estimated date Contractor expects its total costs incurred to meet the total task cost.

EXHIBIT C

FEMA STANDARD PROVISIONS AND FUNDING REQUIREMENTS

The Agreement may be funded in part by the federal grant funding received by the Monterey County Water Resources Agency (“AGENCY”) from the Federal Emergency Management Agency (“FEMA”), which is part of the United States Department of Homeland Security (“DHS”). Therefore, CONTRACTOR must comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with the CONTRACTOR’s performance of the work or services covered by the Agreement (the “Project”). All such federal laws and regulations shall be deemed to be inserted in the Agreement and the Agreement shall be read and enforced as though such federal laws and regulations were included therein. Anything to the contrary herein notwithstanding, all FEMA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AGENCY request that would cause the AGENCY to be in violation of these FEMA terms and conditions or any other federal law or regulation applicable to the receipt of FEMA grants. If any provision of the Agreement shall be such as to effect noncompliance with any FEMA requirement, such provision shall not be deemed to form a part thereof, but the balance of the Agreement shall remain in full force and effect. In addition, the CONTRACTOR agrees to the following specific provisions:

1.01 Debarment

1. The CONTRACTOR and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The AGENCY will insure the CONTRACTOR and any lower participants are not debarred by checking the governments Excluded Parties List System at SAM.gov prior to executing the Contract and/or subsequent Job Orders.

1.02 Cost Plus Percentage Not Allowed

1. Notwithstanding any provisions in the Agreement to the contrary, the CONTRACTOR and any prospective lower tier participant are prohibited from using cost plus percentage contracts. This includes, but is not limited to the use of percentages for change orders or mark-ups on subcontractors or materials. Cost plus fixed fee either lump sum or unit price is authorized.

1.03 Additional Federal Contracting Requirements

1. The CONTRACTOR must comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of

October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

2. The CONTRACTOR must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
3. The CONTRACTOR must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).
4. The CONTRACTOR must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
5. The CONTRACTOR must comply with Title VIII of the Civil Rights Act of 1968, which prohibits CONTRACTORS from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).
6. The CONTRACTOR must comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
7. The CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.
8. The CONTRACTOR must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
9. The CONTRACTOR must provide reporting as specified in the plans, specifications and deliverables section of the Agreement.

10. The AGENCY shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement.
11. The AGENCY shall have copyrights and rights respective to any data which arises or is developed in the course of or under such Agreement.
12. The AGENCY, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
13. The CONTRACTOR must maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
14. The CONTRACTOR must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
15. The CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
16. The CONTRACTOR must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
17. The AGENCY is entitled to exercise all administrative, contractual, or other legal remedies permitted by law to enforce the CONTRACTOR's compliance with the terms of the Agreement.
18. The CONTRACTOR must acknowledge its use of federal funding when issuing requests for proposals, bid invitations, and other documents describing the Project in connection with performing the Agreement.
19. If the CONTRACTOR collects PII (Personally Identifiable Information) in connection with the

Project, the CONTRACTOR is required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

20. The CONTRACTOR must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which is adopted at 2 C.F.R Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
21. The CONTRACTOR must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 38013812 which details the administrative remedies for false claims and statements made.
22. The CONTRACTOR must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
23. The CONTRACTOR must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (“LEP”) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation.
24. The CONTRACTOR must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the CONTRACTOR to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
25. Unless otherwise provided by law, the CONTRACTOR is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 *et seq.* The CONTRACTOR is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.
26. The CONTRACTOR must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

27. The CONTRACTOR must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.
28. The CONTRACTOR must comply with the Rehabilitation Act of 1973, including all sections, that prohibits discrimination on the basis of disability. The standards for deciding if employment discrimination exists under the Rehabilitation Act are the same as those used in Title I of the Americans with Disabilities Act.
29. The CONTRACTOR must maintain the currency of the information in the Universal Identifier and System of Award Management (SAM) until submission of the final financial report required under the award or until the CONTRACTOR receives final payment, whichever is later, as required by 2 C.F.R. Part 25.
30. The CONTRACTOR must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
31. The CONTRACTOR must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
32. The CONTRACTOR must obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
33. The CONTRACTOR must acknowledge and agree—and require any sub-CONTRACTORS, successors, transferees, and assignees to acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Additionally:
 - a. The CONTRACTOR must cooperate with any compliance review or complaint investigation conducted by DHS;
 - b. The CONTRACTOR must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance;

- c. The CONTRACTOR must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports;
- d. The CONTRACTOR must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance;
- e. If, during the past three years, the CONTRACTOR has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the CONTRACTOR must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office (FEMA) and the DHS Office of Civil Rights and Civil Liberties; and
- f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the CONTRACTOR, or the CONTRACTOR settles a case or matter alleging such discrimination, the CONTRACTOR must forward a copy of the complaint and findings to the DHS Component and/or awarding office (FEMA).

The United States has the right to seek judicial enforcement of these obligations.

AMENDMENT No. 1
to
Agreement for Professional Services
between
Monterey County Water Resources Agency and GEI Consultants, Inc.

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and GEI Consultants, Inc., (hereinafter "CONTRACTOR") executed and effective on February 13, 2023 (hereinafter "Agreement").

Section 3 of the Agreement is hereby amended to read as follows:


- 3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedules set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **three hundred seventy thousand dollars (\$370,000)**, summarized below:

\$200,000 Original Agreement
\$170,000 Amendment No. 1
\$370,000 Maximum Amount Payable

All other provisions of the Agreement remain in full force and effect.


IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 1 to be executed as follows:

MONTEREY COUNTY
WATER RESOURCES AGENCY:


By: 
DocuSigned by:
1F182FFB49A2435...
Ara Azhderian
General Manager

Date: 5/26/2023 | 8:52 AM PDT

CONTRACTOR:

By: 
Type Name: William Rettberg
Title: Senior Vice President

Date: 5/8/2023

By: 
Type Name: Mark Freitas
Title: Vice President

Date: 5/8/2023

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

MCWRA – GEI Consultants, Inc.
Amendment No. 1

Approved as to form ¹:

Approved as to fiscal provisions:

DocuSigned by:
Kelly L. Doulon
22D690CA05A940E...
Assistant County Counsel

DocuSigned by:
Juan Pablo Lopez
A59152F49ADC476...
Administrative Analyst

Dated: 5/25/2023 | 11:43 AM PDT

Dated: 5/26/2023 | 8:05 AM PDT

County Counsel – Risk Manager:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
Auditor-Controller ²:

Dated: _____

Dated: 5/25/2023 | 1:52 PM PDT

¹Approval by County Counsel is required, and/or when legal services are rendered

²Approval by Auditor-Controller is required

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY &
GEI CONSULTANTS, INC.**

THIS AMENDMENT NO. 2 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2023 (hereinafter, “Agreement”); and

WHEREAS, on February 13, 2023, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$170,000 for a total contract amount of \$370,000; and

WHEREAS, the Parties wish to amend the Agreement by including Exhibit D to the Scope of Work and with a dollar amount increase of \$70,000 not to exceed a total contract amount of \$440,000, to continue providing services identified in the Agreement; and

NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Section 1, **“Employment of CONTRACTOR”** to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A and Exhibit D, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the Scope of Work/Work Schedule set forth in Exhibit A and Exhibit D:

2. Amend Section 3, **“Payments to CONTRACTOR; maximum liability”**, to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit B - REVISED. The maximum amount payable to the contractor under this contract is Four Hundred Forty Thousand dollars (\$440,000).

Original Agreement	\$200,000
Amendment No. 1	\$170,000
<u>Amendment No. 2</u>	<u>\$70,000</u>
Not to exceed total:	\$440,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.

4. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated January 1, 2023.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY

DocuSigned by:
Ara Aghdarian

General Manager

Dated: 4/2/2024 | 1:16 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth

Deputy Auditor/Controller

Dated: 4/2/2024 | 10:59 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

DocuSigned by:
Kelly L. Doulon

Assistant County Counsel

Dated: 4/2/2024 | 9:28 AM PDT

CONTRACTOR

DocuSigned by:
Rob Fill
By: _____

Signature of Chair, President, or
Vice-President

Rob Fill Senior Construction Manager

Printed Name and Title

Dated: 4/2/2024 | 9:18 AM PDT

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated: _____

DocuSigned by:
Ezequiel Vega Rios

Ezequiel Vega Rios

County Budget Director Monterey County

4/2/2024 | 12:08 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT B - REVISED
Payment Provisions

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work and for other services as directed by the Agency on a Time and Materials basis in accordance with the following hourly labor rates:

DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedule (Table 1) herein is effective beginning September 5, 2023. The labor hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1. Direct Labor Rate Schedule GEI Consultants, Inc., Labor

<u>Category</u>	<u>Rate/Hour</u>
Principal Engineer (Gr. 8)	\$342
Engineering Support (Gr. 8)	\$342
Engineering Support (Gr. 7)	\$306
Engineering Support (Gr. 6)	\$257
Engineering Support (Gr. 5)	\$226
Engineering Support (Gr. 3)	\$171
Support Administrative	\$127

Exhibit B - REVISED Payment Provisions

Monterey County Water Resources Agency Labor and Direct Cost Estimate

Nacimiento Hydroplant Secondary Access Road Repairs

MCWRA - Nacimiento PP Secondary Access Road

Task No.	Description	Labor Estimates														Total Estimate					
		Rettberg		Sansone		Fill		Velasquez		Meyers		Tognolini		Subconsultants						Admin	
		Hrs	\$342	Hrs	\$342	Hrs	\$306	Hrs	\$257	Hrs	\$226	Hrs	\$171	Hrs		Hrs	\$127	Hrs	Labor	Per Diem/ODC's	Total
1	Review Project Details and Project Management																10	\$2,774		\$2,774	
	Review Project Details and Coordinate Work	2	\$684			6	\$1,836								2	\$254	10	\$2,774		\$2,774	
2	Complete Development of Plans and Specifications for Construction Contract																248	\$63,470	\$6,712	\$70,182	
	Completed Development of P&S for Construction Contract			8	\$2,736			26	\$6,682	80	\$18,080	124	\$21,204		\$2,600	8	\$1,016	246	\$52,318	\$5,362	\$57,680
	Perform Topographic Surveys and Establish Survey Control			2	\$684			2	\$514			2	\$342		\$9,000				\$10,540	\$1,350	\$11,890
	QC/QA Review					2	\$612										2	\$612		\$612	
3	Provide Engineering Services During Construction																88	\$20,262	\$1,069	\$21,331	
	Review and Respond to RFIs, Submittals, Design Changes, etc.			4	\$1,368			8	\$2,056	20	\$4,520				8	\$1,016	40	\$8,960		\$8,960	
	Provide On-Site Resident Engineer			2	\$684			2	\$514	42	\$9,492						46	\$10,690	\$1,069	\$11,759	
	QC/QA Review					2	\$612										2	\$612		\$612	
HOURS Subtotal Tasks 1-3		2		16		10		38		142		126			18		346				
Total Tasks 1-3			\$684		\$5,472		\$3,060		\$9,766		\$32,092		\$21,546		\$11,600		\$2,286		\$86,506	\$7,781	\$94,287

Notes and Assumptions:

General

- Labor hour and grade and task distribution is for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered by MCWRA.
- Per diem is estimated at 10% of labor for field tasks and will comply with MCWRA travel policies and procedures.

Task 1

- Task 1 is for Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

Task 2

- Task 2 is anticipated for senior engineers for 40 hours (includes survey oversight), one project engineer for 80 hours, and one CAD/Design Engineer for 120 hours for preliminary and final drawings in coordination with MCWRA engineer(s).
- Task 2 includes 1 site visit for Construction Manager and Engineer with travel time from Oakland or Sacramento offices of GEI Consultants, Inc..
- Task 2 includes an Opinion of Probable Cost Estimate from the Design Engineer.
- Task 2 includes survey subconsultant for topographic surveys and setting control. Subconsultants will be marked up 15% per standard agreement with MCWRA.
- Task 2 includes estimating services from a qualified subconsultant to check and comment on the OPC estimate from the Design Engineer.

Task 3

- Task 3 Scope of Engineering Services During Construction is currently unknown but requested as possible service by MCWRA. Estimated costs are included and services will be performed only as approved by MCWRA.
- Task 3 assumes up to 8 total RFI reviews, submittal reviews, and design changes during construction.
- Task 3 per diem includes travel from Oakland or Sacramento offices of GEI Consultants, Inc., lodging, and meals. ESDC shifts are assumed to be three visits total, M-F, 8 hours per day plus travel time.

Exhibit D - Scope of Work

Nacimiento Dam South Access Road Repair Design & Construction management.

Task 1 – Review Project Details and Project Management – \$2,774

Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

Task 2 – Complete Development of Plans and Specifications for Construction Contract - \$70,182

Complete development of P&S for construction contract, perform topographic surveys, and provide Opinion of Probable Cost estimate.

Task 3 – Provide Engineering Services during Construction (Optional Task) – \$21,331

Review and respond to RFIs, Submittals, Design Changes, etc. and provide part time on-site Resident Engineer during construction.

The total estimate including Optional Task 3 is **\$94,287**.

**AMENDMENT NO. 3
TO AGREEMENT BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY &
GEI CONSULTANTS, INC.**

THIS AMENDMENT NO. 3 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2023 (hereinafter, “Agreement”); and

WHEREAS, on February 13, 2023, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$170,000 for a total contract amount of \$370,000; and

WHEREAS, on April 2, 2024, the Parties entered into Amendment No. 2 to the Agreement, thereby amending the Agreement by including Exhibit D to the Scope of Work and with a dollar amount increase of \$70,000 not to exceed a total contract amount of \$440,000, to continue providing services identified in the Agreement; and

WHEREAS, the Parties wish to amend the Agreement by including Exhibit E by amending the Fee Schedule for labors rates only, and with a dollar amount increase of \$150,000 not to exceed a total contract amount of \$590,000, to continue providing services identified in the Agreement; and

NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Section 3, “**Payments to CONTRACTOR; maximum liability**”, to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit E. The maximum amount payable to the contractor under this contract is **Five Hundred Ninety-six Thousand dollars (\$596,000)**.

Original Agreement	\$200,000
Amendment No. 1	\$170,000
Amendment No. 2	\$70,000
<u>Amendment No. 3</u>	<u>\$156,000</u>
Total not to exceed:	\$596,000

2. Amend Direct Labor Rates as Follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the Direct Labor Rates set forth In Table 1 of the Fee Schedule, Exhibit E.

3. All other terms and conditions of the Agreement remain unchanged and in full force.

4. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT dated January 1, 2023.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 3 on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY

DocuSigned by:
Ara Ashderian

1F182FFB40A2435...

General Manager

2/13/2025 | 12:59 PM PST

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:

Jennifer Forsyth

4E7E657875494AE...

Deputy Auditor/Controller

Dated: 2/13/2025 | 11:45 AM PST

Approved as to Form

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Kelly L. Donlon

1FFF9CC4BAC44AF...

Chief Assistant County Counsel

2/13/2025 | 8:13 AM PST

Dated:

CONTRACTOR

DocuSigned by:

William Rettberg

11F0B202EC63401...

By:

Signature of Chair, President, or
Vice-President

william Rettberg

Sn. VP

Printed Name and Title

Dated: 1/28/2025 | 11:34 AM PST

Dated:

Signed by:

Mark Freitas

32D53070D9CC470...

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Mark Freitas

Vice President

Printed Name and Title

Dated: 2/12/2025 | 4:07 PM PST

Dated:

Signed by:

Trent Hill

30922505678A4ED...

Trent Hill

SENIOR ADMINISTRATIVE ANALYST

County of Monterey

2/13/2025 | 12:02 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT E
Payment Provisions

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work and for other services as directed by the Agency on a Time and Materials basis in accordance with the following hourly labor rates:

DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedule (Table 1) herein is effective up[on execution of this amendment No. 3. The labor hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1.- Fee Schedule and Payment Terms
Hourly Billing Rate

Personnel Category	\$ per hour
Staff Professional –Grade 1	\$ 147
Staff Professional –Grade 2	\$ 162
Project Professional –Grade 3	\$ 177
Project Professional –Grade 4	\$ 199
Senior Professional –Grade 5	\$ 235
Senior Professional –Grade 6	\$ 267
Senior Professional –Grade 7	\$ 318
Senior Consultant –Grade 8	\$ 356
Senior Consultant –Grade 9	\$ 434
Senior Principal –Grade 10	\$ 434

Senior Drafter and Designer-	\$ 177
Drafter / Designer and Senior Technician-	\$ 162
Field Professional-	\$ 133
Technician, Word Processor, Administrative Staff-	\$ 132
Office Aide-	\$ 103

MCWRA - Nacimiento PP Secondary Access Road															
Cost Estimate for GEI Services															
Task No.	Description	2023 Standard Rates								Expenses				Total Cost	
		Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Subtotals		Subs	Travel/Mileage	Other Expenses		Subtotal
		\$ 177	\$ 199	\$ 235	\$ 267	\$ 318	\$ 356	\$ 434	Hrs.	Cost					
Task 1	Project Management and QA/QC														
1.1	Review Project Details and Project Management					8	2		10	\$3,256				\$0	\$3,256
1.2	Oversee and Coordinate Work					8	2		10	\$3,256				\$0	\$3,256
1.3	Perform QA/QC Reviews	2				8	2		12	\$3,610				\$0	\$3,610
	Task 1 Total	2	0	0	0	24	6	0	32	10,122	0	0	0	0	\$10,122
Task 2	Bidding and Contracting														
2.1	Assist with edits to MCWRA Division 00 Bidding	4				24			28	\$8,340				\$0	\$8,340
2.2	Coordinate advertisement and planroom posting	2				0			2	\$354			\$6,300	\$6,300	\$6,654
2.3	Distribute digital copies of specs/plans to bidders & maintain	5				1			6	\$1,203				\$0	\$1,203
2.4	Track and respond to pre-bid RFIs	8			6	14			28	\$7,470				\$0	\$7,470
2.5	Revise specifications and drawings per RFIs	2			12	8			22	\$6,102				\$0	\$6,102
2.6	Prepare and distribute addenda	8				4			12	\$2,688				\$0	\$2,688
2.7	Prepare for and attend pre-bid conference and site visit	2				12			14	\$4,170		\$834		\$834	\$5,004
2.8	Prepare for and attend bid opening	2				8			10	\$2,898		\$580		\$580	\$3,478
2.9	Prepare bid summary and abstract	4				2			6	\$1,344				\$0	\$1,344
2.10	Review two lowest bids and complete required document	8				4			12	\$2,688				\$0	\$2,688
2.11	Check bidder references	1				4			5	\$1,449				\$0	\$1,449
2.12	Prepare bid review memo and recommendation of	4				1			5	\$1,026				\$0	\$1,026
2.13	Prepare Notice of Award (NOA)	4				1			5	\$1,026				\$0	\$1,026
2.14	Review NOA documents	6				2			8	\$1,698				\$0	\$1,698
2.15	Prepare Notice to Proceed	2				1			3	\$672				\$0	\$672
2.16	Miscellaneous and Unknown	10		4		6			20	\$4,618				\$0	\$4,618
	Task 2 Total	72	0	4	18	92	0	0	186	47,746	0	1,414	6,300	7,714	\$55,460
Task 3	FEMA Funding Administration and Reporting														
3.1	Initial Information Gathering and Research	60				10			70	\$13,800				\$0	\$13,800
3.2	Agreement Maintenance	50				4			54	\$10,122				\$0	\$10,122
3.3	FEMA Reports	80				30			110	\$23,700				\$0	\$23,700
3.4	Modifications	10				6			16	\$3,678				\$0	\$3,678
3.5	Miscellaneous and Unknown	20				5			25	\$5,130				\$0	\$5,130
	Task 3 Total	220	0	0	0	55	0	0	275	\$56,430	\$0	\$0	\$0	\$0	\$56,430
Task 4	Engineering Services During Construction														
4.1	Review and respond to RFIs, Submittals, and Other Contractor	8		20	8	4			40	\$9,524				\$0	\$9,524
4.2	On-Site Resident Engineer				36	4			40	\$10,884		\$1,306		\$1,306	\$12,190
4.3	Design Changes			6	4	2			12	\$3,114				\$0	\$3,114
4.4	Reporting	8		8		4			20	\$4,568				\$0	\$4,568
4.5	Miscellaneous and Unknown	4		8		4			16	\$3,860				\$0	\$3,860
	Task 4 Total	20	0	42	48	18	0	0	128	\$31,950	\$0	\$1,306	\$0	\$1,306	\$33,256
	Total	314	0	46	66	189	6	0	621	\$146,248	\$0	\$2,720	\$6,300	\$9,020	\$155,268

**Notes and Assumptions:
General"**

- 1 Labor hours, grade, and task distributions are for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered and approved by MCWRA.
- 2 While details related to costs eligible for reimbursement from FEMA are currently unknown it is anticipated that travel and per diem related expenses (lodging, mileage, gas, meals, etc.) will not be eligible for reimbursement.

Task 1. Project Management and QA/QC

1 Time for Project Administrator and Project Manager oversight, review of pertinent project documents for QA/QC verification, processing of progress estimates, and other administrative tasks.

Task 2. Bidding and Contracting

- 1 Assumes project will be advertised for bid for a duration of two weeks via two advertisements published in a single local newspaper, one advertisement in consecutive weeks for two weeks.
- 2 Assumes bid documents will be distributed only in an electronic format (no printed/hard copies).
- 3 Expenses include travel costs related to attendance at pre-bid conference/site visit and bid opening from Oakland or Sacramento offices of GEI Consultants, Inc. and two bid advertisements in a single local newspaper.
- 4 Assumes up to two addenda will be prepared and issued.
- 5 Assumes MCWRA will provide legal counsel to review bid, recommendation of award, Notice of Award and related documents, and Notice to Proceed, as needed.
- 6 Assumes MCWRA will provide expertise to review and accept insurance provided by selected contractor.
- 7 As details of the bidding and contracting support are currently incomplete, this task includes time to gather information from MCWRA and other parties, and for miscellaneous and unknown tasks.

Task 3. FEMA Funding Administration and Reporting

- 1 Assumes one modification to the FEMA funding agreement will be required (ex.: scope modification, schedule extension request).
- 2 Assumes four quarterly reports and one final report will be deliverables of the funding agreement.
- 3 Assumes construction completion of June 2025 and FEMA funding agreement completion of October 2025.
- 4 Assumes the following FEMA documents will apply to these services:
 - a. FEMA Site Inspection Report for August 3, 2023 Inspection - Damage #1320803.
 - b. FEMA Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules) dated June 21, 2016.
 - c. FEMA Contract Provisions Template from FEMA Office of the Chief Counsel.
- 5 As details of the FEMA funding agreement are currently minimal, this task includes time to gather information from FEMA and other parties, and for miscellaneous and unknown tasks.

Task 4. Engineering Services During Construction

- 1 Scope of Engineering Services During Construction (ESDC) is currently unknown but requested as possible service by MCWRA. Estimated costs are included and services will be performed only as approved by MCWRA.
- 2 Assumes up to 8 total RFI reviews, submittal reviews, and 1 design change during construction.
- 3 Assumes one Engineer's Daily Report per site visit.
- 4 Expenses include travel from Oakland or Sacramento offices of GEI Consultants, Inc., lodging, and meals. ESDC shifts are assumed to be three site visits total, M-F, 8 hours per day plus travel time.
- 5 As details of ESDC support are currently incomplete, this task includes time to gather information from MCWRA and other parties, and for miscellaneous and unknown tasks.
- 6 Does not include CM services during construction - to be performed by others."



County of Monterey

Item No.3

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-025

March 07, 2025

Introduced: 2/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

- a. Consider receiving a draft of the Groundwater Monitoring Program Fee Study; and,
- b. Provide feedback to staff as appropriate. (Staff Presenting: Amy Woodrow)

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance Committee:

- a. Receive a draft of the Groundwater Monitoring Program Fee Study; and,
- b. Provide feedback to staff as appropriate.

SUMMARY/DISCUSSION:

In October 2024, the Board of Supervisors of the Monterey County Water Resources Agency (“Agency”) passed and adopted Agency Ordinance Number 5426 (“Ord. No. 5426”) which repealed Ordinance Numbers 3660, 3717, and 3718; adopted updated Agency regulations requiring well owners to register wells with the Agency and periodically report well extraction data; affirmed Agency requirements for groundwater level and quality monitoring; allowed the Agency to enter into groundwater management support service agreements with requesting entities; provided for Agency collection of a regulatory fee to be set by resolution of the Agency Board of Supervisors; provided for a variance process; and established penalties for violations (Attachment 1).

At the same time, the Agency Board of Supervisors adopted Resolution No. 20-348 to approve and implement the Agency’s Groundwater Monitoring Program Manual which accompanies Ord. No. 5426 and sets forth specific requirements for the Groundwater Monitoring Program (“GMP”), which comprises the well registration, groundwater extraction reporting, groundwater level monitoring, and groundwater quality monitoring programs (Attachment 2).

The GMP is used to produce the data necessary to understand the hydrologic budget of the monitored area, facilitate implementation of the Agency Act, inform operations of Agency projects, and support resource management that allows for continued well owner operations throughout the community. Historically, the Agency implemented the GMP across Zones 2, 2A, and 2B in a discretionary manner as funding allowed. However, with passage of the Sustainable Groundwater Management Act (“SGMA”) in 2014 came the establishment of local Groundwater Sustainability Agencies (“GSAs”) and a need for consistent, reliable collection of groundwater and well data, like that collected by the GMP. In the interest of improving operational efficiency and reducing costs, some local GSAs have chosen to leverage the data collection, analysis, management, and reporting expertise captured by the Agency’s GMP rather than creating a separate, parallel, monitoring program. As such, the geographic extent of the GMP is expanding to cover most of the Salinas Valley Groundwater Basin and collection

of the GMP data is now required to support GSAs and their need to meet SGMA regulatory obligations.

In June 2024, the Agency engaged Lechowicz & Tseng Municipal Consultants to prepare a fee study to establish a schedule of cost-based fees for the GMP, a draft of which is included as Attachment 3. The purpose of the draft study is to establish a schedule of cost-based fees for the regulatory functions covered by the GMP based on the reasonable staff time, materials, and equipment needed to provide the services.

The Agency intends to hold a public workshop on the draft GMP fee study in early April 2025 to capture and consider comments, in preparation for presentation of a final GMP fee study to the Agency's Board of Directors in April 2025. Ultimately, the goal is to have the GMP regulatory fee adopted as part of the Agency's Fiscal Year 2025-2026 ("FY26") budget through a recommendation from the Agency's Board of Directors and approval by the Agency's Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

The County Counsel Office has provided review of the draft GMP Fee Study.

FINANCING:

Funding for completion of the GMP Fee Study is provided through a Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and the Agency, related to a Sustainable Groundwater Management Act Round 1 Implementation Grant (Number 4600014638).

If approved as presented in the draft GMP fee study, the proposed FY26 fee would result in approximately \$812,000 in cost recovery, which would be included in the Agency's FY26 budget.

Prepared by: Amy Woodrow, Senior Water Resources Hydrologist, (831) 755-4860

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. Agency Ordinance No. 5426
2. Resolution No. 20-348
3. Draft GMP Fee Study



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-025

March 07, 2025

Introduced: 2/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

- a. Consider receiving a draft of the Groundwater Monitoring Program Fee Study; and,
- b. Provide feedback to staff as appropriate.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance Committee:

- a. Receive a draft of the Groundwater Monitoring Program Fee Study; and,
- b. Provide feedback to staff as appropriate.

SUMMARY/DISCUSSION:

In October 2024, the Board of Supervisors of the Monterey County Water Resources Agency (“Agency”) passed and adopted Agency Ordinance Number 5426 (“Ord. No. 5426”) which repealed Ordinance Numbers 3660, 3717, and 3718; adopted updated Agency regulations requiring well owners to register wells with the Agency and periodically report well extraction data; affirmed Agency requirements for groundwater level and quality monitoring; allowed the Agency to enter into groundwater management support service agreements with requesting entities; provided for Agency collection of a regulatory fee to be set by resolution of the Agency Board of Supervisors; provided for a variance process; and established penalties for violations (Attachment 1).

At the same time, the Agency Board of Supervisors adopted Resolution No. 20-348 to approve and implement the Agency’s Groundwater Monitoring Program Manual which accompanies Ord. No. 5426 and sets forth specific requirements for the Groundwater Monitoring Program (“GMP”), which comprises the well registration, groundwater extraction reporting, groundwater level monitoring, and groundwater quality monitoring programs (Attachment 2).

The GMP is used to produce the data necessary to understand the hydrologic budget of the monitored area, facilitate implementation of the Agency Act, inform operations of Agency projects, and support resource management that allows for continued well owner operations throughout the community. Historically, the Agency implemented the GMP across Zones 2, 2A, and 2B in a discretionary manner as funding allowed. However, with passage of the Sustainable Groundwater Management Act (“SGMA”) in 2014 came the establishment of local Groundwater Sustainability Agencies (“GSAs”) and a need for consistent, reliable collection of groundwater and well data, like that collected by the GMP. In the interest of improving operational efficiency and reducing costs, some local GSAs have chosen to leverage the data collection, analysis, management, and reporting expertise captured by the Agency’s GMP rather than creating a separate, parallel, monitoring program. As such, the geographic extent of the GMP is expanding to cover most of the Salinas Valley Groundwater Basin and collection

of the GMP data is now required to support GSAs and their need to meet SGMA regulatory obligations.

In June 2024, the Agency engaged Lechowicz & Tseng Municipal Consultants to prepare a fee study to establish a schedule of cost-based fees for the GMP, a draft of which is included as Attachment 3. The purpose of the draft study is to establish a schedule of cost-based fees for the regulatory functions covered by the GMP based on the reasonable staff time, materials, and equipment needed to provide the services.

The Agency intends to hold a public workshop on the draft GMP fee study in early April 2025 to capture and consider comments, in preparation for presentation of a final GMP fee study to the Agency's Board of Directors in April 2025. Ultimately, the goal is to have the GMP regulatory fee adopted as part of the Agency's Fiscal Year 2025-2026 ("FY26") budget through a recommendation from the Agency's Board of Directors and approval by the Agency's Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

The County Counsel Office has provided review of the draft GMP Fee Study.

FINANCING:

Funding for completion of the GMP Fee Study is provided through a Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and the Agency, related to a Sustainable Groundwater Management Act Round 1 Implementation Grant (Number 4600014638).

If approved as presented in the draft GMP fee study, the proposed FY26 fee would result in approximately \$812,000 in cost recovery, which would be included in the Agency's FY26 budget.

Prepared by: Amy Woodrow, Senior Water Resources Hydrologist, (831) 755-4860

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. Agency Ordinance No. 5426
2. Resolution No. 20-348
3. Draft GMP Fee Study

ORDINANCE NO. 5426

AN ORDINANCE OF THE MONTEREY COUNTY WATER RESOURCES AGENCY TO REPEAL ORDINANCE NUMBERS 3660, 3717, AND 3718, AND ADOPT WELL REGISTRATION AND GROUNDWATER REPORTING REQUIREMENTS

County Counsel Summary

This Ordinance repeals Ordinance Numbers 3660, 3717, and 3718, which established Monterey County Water Resources Agency's ("Agency") well registration and extraction reporting regulations for certain areas of the Salinas Valley. This Ordinance adopts updated Agency regulations to require well owners and operators within Monterey County to register wells with the Agency, and periodically report well extraction data if further action is taken by the Agency Board of Supervisors by resolution. This Ordinance also affirms certain Agency requirements for groundwater level and quality monitoring. This Ordinance allows the Agency to enter into groundwater management support service agreements to provide groundwater monitoring and data reporting with requesting entities. The Ordinance also provides for Agency collection of a regulatory fee to be set by resolution of the Agency Board of Supervisors. Lastly, the Ordinance provides for a variance process, and establishes penalties for violations.

The Board of Supervisors of the Monterey County Water Resources Agency ordains as follows:

SECTION 1. Findings and purpose.

A. Pursuant to authority granted to it by the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52, on January 26, 1993, the Board of Supervisors ("Board") of the Monterey County Water Resources Agency ("Agency") adopted Ordinance Number 3660, which enacted new registration provisions for groundwater extraction facilities with a discharge pipe having an inside diameter of at least three inches in Agency Zones 2, 2A, and 2B.

B. On February 2, 1993, the Agency Board adopted Ordinance Number 3663, which enacted groundwater extraction reporting requirements in Agency Zones 2, 2A and 2B in the Salinas Valley Groundwater Basin, commonly known as the Groundwater Extraction Management System ("GEMS").

C. On July 27, 1993, the Agency Board adopted Ordinance Number 3696, which amended portions of Ordinance Number 3663 to advance the time by which flow meters must be installed in certain areas.

D. On October 5, 1993, the Agency Board adopted Ordinance Numbers 3717 and 3718, repealing Ordinance Numbers 3663 and 3696, but reestablishing GEMS requirements in Agency Zones 2, 2A, 2B which encompass a portion of the Salinas Valley Groundwater Basin.

E. Since 1993, the Agency has been collecting GEMS data subject to the provisions of Ordinance Numbers 3717 and 3718; subject to a 1995 settlement agreement with the Salinas Valley Water Coalition, Ralph Riva, James Gianolini, and Roger Moitoso concerning Ordinance No. 3717; and the Agency has consistently produced annual reports thereafter, including ordinance mandated agricultural and urban water conservation plan reports.

F. In addition to GEMS data, the Agency collects groundwater level and groundwater quality data to monitor changes in seawater intrusion and the status of groundwater basins generally.

G. In the fall of 2014, the California State Legislature adopted, and the Governor signed into law, three bills commonly known as the Sustainable Groundwater Management Act (“SGMA”) generally set forth in Water Code section 10720 *et seq.*

H. SGMA was signed into law mandating the sustainability of groundwater basins throughout the state by at least 2040 for “high priority basins in a critical state of overdraft”, and 2042 for “high priority” and “medium priority” basins, as determined by the California Department of Water Resources (“DWR”).

I. SGMA assigns responsibility to the DWR for regulatory oversight through the evaluation and assessment of groundwater sustainability plans (“GSPs”), and the provision of ongoing assistance to local agencies through the development of best management practices, guidance, planning assistance, technical assistance, and financial assistance.

J. SGMA provides for the formation of local groundwater sustainability agencies (“GSAs”) to formulate and implement GSPs throughout the state, in lieu of county or state control.

K. DWR has identified five groundwater basins, and six subbasins, in Monterey County. There are six GSAs in Monterey County, all dependent upon groundwater data to inform, develop, implement, update, and demonstrate to the DWR progress of their GSPs towards maintaining or achieving sustainability, that may want to engage and leverage the existing institutional knowledge, data collection and reporting expertise of the Agency.

L. The Agency Board hereby adopts this Ordinance to define the Agency’s roles and responsibilities with regard to the monitoring and reporting of groundwater status in Monterey County, including groundwater levels and quality; to require well registration and extraction quantity reporting for its own purposes, and at the request of other entities with groundwater management responsibilities; to establish a regulatory fee to support implementation of this Ordinance; and to promote improved service to stakeholders dependent upon Monterey County’s groundwater resources.

M. The Agency’s groundwater level monitoring provides indicators of seasonal and long-term changes in groundwater levels, the amount of groundwater in storage, geographic and hydrogeologic distribution of groundwater recharge, and direction of groundwater flow throughout the applicable basin. Specific to the Salinas Valley Groundwater Basin (“SVGB”), groundwater level monitoring can assist the Agency in understanding how different areas of the SVGB interact

with the surface water system, which can inform operational decisions for Nacimiento and San Antonio Reservoirs.

N. The California State Water Resources Control Board maintains the Electronic Water Rights Information System (eWRIMS) to track water rights in the state, to which some Wells in the County and subject to this Ordinance may be required to report. eWRIMS contains information on water right permits and licenses issued by the State Water Board and other claimed water rights. eWRIMS is also a module of the State Water Board's California Integrated Water Quality System (CIWQS) program.

O. The Agency's groundwater quality monitoring program in the coastal region allows the Agency to monitor temporal and geographic changes in the extent of seawater intrusion in the SVGB. This data informs decisions related to operation of Agency projects (e.g., Castroville Seawater Intrusion Project, Salinas River Diversion Facility); it also has a supporting role in land use management and permitting decisions that the Agency may advise other County of Monterey departments on, such as implementation of County General Plan policies and recommendations about well permitting to the Health Department.

P. This Ordinance is entitled to a categorical exemption of the California Environmental Quality Act ("CEQA") pursuant to 14 California Code of Regulations section 15306, which exempts: "basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded." This Ordinance will allow for continued and new groundwater extraction data reporting to aid the Agency and other entities engaged in the management and scientific investigation of groundwater resources within Monterey County and to aid in the evaluation of groundwater basin sustainability. Specifically, the groundwater extraction data will provide information concerning groundwater level, usage, and quality. If any projects stem from the use of this data, such project will appropriately be evaluated under CEQA. Further, none of the exceptions listed in 14 California Code of Regulations 15300.2 apply to this project. There is no reasonable possibility that the activities stemming from this Ordinance will have a significant effect on the environment due to unusual circumstances.

SECTION 2. Authority.

A. The Agency's enabling legislation is located at California Water Code, Appendix Chapter 52, and the Agency's authority and jurisdiction derive from this legislation.

B. The Agency has jurisdiction over matters pertaining to water within the entire area of Monterey County, including both incorporated and unincorporated areas. The Agency has authority to carry on technical and other necessary investigations, make measurements, collect data, make analyses, studies, and inspections pertaining to water supply. For those purposes, the Agency has the right of access through its authorized representatives to all properties within the Agency and may enter upon those lands and make examinations, surveys, and maps thereof.

C. The Agency Board of Supervisors may adopt, by ordinance, reasonable procedures, rules, and regulations to implement the Agency Act, and may specify that a violation of an ordinance is an infraction. The Agency Board further has power to perform all other acts necessary or proper, including, as allowed by law, establishing fees, taxes, or assessments to be levied and collected, to accomplish the purposes of the Agency Act.

SECTION 3. Repeal.

The Board of Supervisors of the Monterey County Water Resources Agency hereby repeals Ordinance Numbers 3660, 3717, and 3718, which enacted similar but not identical provisions, and adopts this Ordinance as fully described herein.

SECTION 4. Definitions.

A. "Abandoned well" means any well whose original purpose and use has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its original purpose. A well is considered abandoned when it has not been used for a period of one year, unless the owner demonstrates his or her intent to use the well again for supplying water or other associated purposes.

B. "Agency" means the Monterey County Water Resources Agency.

C. "Agency Act" means the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52 (Stats. 1990, Chap. 1159).

D. "Board" means the Board of Supervisors of the Monterey County Water Resources Agency.

E. "County" means the County of Monterey.

F. "Electronic Water Rights Information System" or "eWRIMS" means the California State Water Resources Control Board's system to track water rights in the state and also a module of the State Water Board's California Integrated Water Quality System program.

G. "Monterey County" means the geographical area of Monterey County.

H. "Requesting Entity" means an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s).

I. "Water Year" means the 12-month period between October 1, of any given year, through September 30, of the following year, as defined by the United States Geological Survey.

J. "Well" means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. "Well" includes abandoned wells, inactive wells, monitoring wells, and observation wells. For the purposes of this ordinance, "well" does not include: (1) oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells;

(2) wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments; (3) cathodic protection wells; or (4) test wells or dry wells.

K. "Well Operator" means a person or entity authorized by a Well Owner to operate a Well.

L. "Well Owner" means a landowner or landowners that own a Well.

SECTION 5. Provision of Services.

Upon mutual written agreement between the Agency and any Requesting Entity, the Agency may provide groundwater monitoring, data reporting, and groundwater management support services to the Requesting Entity. Such action shall be taken by Board approval.

SECTION 6. Well Registration.

A. All permits, which are required to construct, repair, reconstruct, or destroy a Well in Monterey County, are issued by the County pursuant to Monterey County Code Chapter 15.08. The Agency collaborates with the County during the application review process for many, but not all Wells, and will rely upon information provided to the County to fulfill this Ordinance's registration requirements, to the extent practicable, as determined solely by the Agency.

B. The Agency may, for its own purposes, require registration of Wells within Monterey County for the purposes of implementing this Ordinance. Such action shall be taken through a Board resolution.

C. The Agency may require registration of Wells within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to an executed agreement between the Agency and Requesting Entity. Such action shall be taken through a Board resolution.

D. No Well Owner or Well Operator may operate or maintain a Well that has been made subject to this Ordinance and applicable Board resolutions, unless the Well is first registered with the Agency.

E. A Well Owner or Well Operator must properly register their Well(s) within 30 days of completed construction or upon a request by the Agency to do so, in a manner prescribed by the Agency, with such request being acceptably transmitted through direct written correspondence by United States Mail or other electronic means to the Well Owner or Well Operator.

F. The Agency may periodically require Well Owners or Well Operators to update registration information. No Well Owner or Well Operator may operate or maintain a Well that has been made subject to this Ordinance and applicable Board resolutions, if the requested information has not been properly and timely provided to the Agency. Further, Well Owners or Well Operators shall provide updated Well registration information to the Agency within 30 days of a change in Well Owner or contact information for an existing Well Owner, or of a change in

Well Operator or contact information for an existing Well Operator, or upon completion of a change to the physical structure of the Well.

G. Upon proper completion of registration, the Agency will issue a certificate of registration to the Well Owner and the Well Operator, if applicable.

H. For all Abandoned Wells, the Well Owner or Well Operator shall report such abandonment to the Agency within 30 days of abandonment. The report shall indicate the steps taken to comply with all legal requirements regarding such abandonment.

SECTION 7. Groundwater Extraction Reporting.

A. The Agency may, for its own purposes, require reporting of groundwater extraction quantities from Wells within Monterey County for the purposes of implementing this Ordinance. Such action shall be taken by Board approval.

B. The Agency may require reporting of groundwater extraction quantities within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to a written, executed agreement between the Agency and Requesting Entity. Such action shall be taken by Board approval.

C. Every Well Owner or Well Operator reporting groundwater extraction quantities within Monterey County to the State Water Resources Control Board's eWRIMS shall report that same information to the Agency for the purpose of implementing this Ordinance.

D. The Agency, for its own purposes or on behalf of a Requesting Entity, may adopt and periodically revise, a Board resolution establishing acceptable standards and methods for measuring the extraction of groundwater. Every Well Owner or Well Operator required to report groundwater extractions for the purposes of implementing this Ordinance shall meet the requirements of such resolution and request approval from the Agency of their measurement method, on a per Well basis.

E. Every Well Owner or Well Operator reporting groundwater extraction quantities within Monterey County to the State Water Resources Control Board's eWRIMS shall comply with the State Water Board's "Measurement and Reporting Manual", as may be amended. Those relying upon a State Board approved "Alternative Compliance Plan" shall submit such plan to the Agency for review and acceptance, which shall not be unreasonably withheld.

F. Every Well Owner or Well Operator subject to reporting is required to keep records tallying the total monthly extraction of groundwater, per Well, and to report those extractions in a manner prescribed by the Agency on behalf of the Requesting Entity or the Agency. The annual reporting period shall be the Water Year.

G. Every Well Owner or Well Operator required to report groundwater extractions must do so no later than November 1, following each Water Year, in a manner prescribed by the Agency. Any Well Owner or Well Operator may report more frequently for convenience or if

required by Agency Board resolution. In addition, the report shall include any information necessary to keep Well registration information current.

H. Every Well Owner or Well Operator required to report groundwater extractions must exercise due diligence to maintain and promptly repair all approved measuring equipment. In the event of a measuring method failure, the Well Owner or Well Operator shall notify the Agency in writing, within two weeks of discovery, to report the failure, propose a repair plan, and to determine if utilization of one of the alternate methods of measurement authorized by Agency policy is practicable if restoration of the primary measuring method cannot be achieved within an agreeable timeframe. The Agency may impose an alternative measurement method if the Well Owner or Well Operator fails to address a measuring failure within two months. The Agency may calculate an unmeasured extraction value by averaging usage from the month before and after to fill a data gap, or by averaging historical usage over the same period, if available, unless otherwise mutually agreed. The Well Owner is ultimately responsible for the maintenance and prompt repair of all approved measuring equipment and any costs incurred by the Agency to impose an alternative measurement method will be billed to the Well Owner.

I. The Agency may, from time to time, test the accuracy of extraction measuring methods approved for Wells subject to this Ordinance, to ensure that measuring methods and equipment remain operational and in conformity with acceptable standards, as defined by the Agency. The Agency may, for its own purposes or on behalf of a Requesting Entity, develop policies and procedures through Board resolution, which may include random sampling, to ensure consistent and equitable measurement of extractions. If a measuring method is determined to be inaccurate, the Agency shall immediately notify the Well Owner or Well Operator in writing to determine if utilization of one of the alternate methods of measurement authorized by the Agency is practicable, if proper calibration of the primary measuring method cannot be achieved within one week. The cost to correct the calibration a measuring method shall be borne by the Well Owner or Well Operator. The Agency may impose an alternative measurement method if the Well Owner or Well Operator fails to address a measuring inaccuracy within two weeks. The Agency may recalculate an extraction value based upon the measured discrepancy and revise Well extraction data up to the beginning of the then current Water Year. The Well Owner is ultimately responsible for the maintenance and prompt repair of all approved measuring equipment and any costs incurred by the Agency to correct an inaccuracy or impose an alternative measurement method will be billed to the Well Owner.

J. Extraction data obtained through this Ordinance shall be used only for purposes consistent with the authorities of the Agency. Access and distribution of personally identifiable information will be restricted to the fullest extent allowed by law, including but not limited to California Government Code section 6250 *et seq.*, Civil Code section 3426 *et seq.*, and Water Code section 13751 *et seq.*

SECTION 8. Groundwater Level and Quality Monitoring and Reporting.

A. The Agency may, for its own purposes, collect data, obtain samples, or require reporting of groundwater level and quality data from Wells within Monterey County for the purposes of implementing this Ordinance.

B. The Agency may collect data, obtain samples, or require reporting of groundwater level and quality data from Wells within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to a written, executed agreement between the Agency and Requesting Entity. Such action shall be taken by Board approval.

C. The Agency, for its own purposes or on behalf of a Requesting Entity, may adopt and periodically revise, a Board resolution establishing acceptable standards and methods for measuring groundwater level and quality. If applicable, every Well Owner or Well Operator required to report groundwater level or groundwater quality data shall meet the requirements of such resolution and request approval from the Agency of their measurement method, on a per Well basis.

SECTION 9. Variance.

A. Any Well Owner or Well Operator may, at any time, apply in writing for a variance from the strict application of this Ordinance and applicable Board resolutions. The application for the variance shall be filed with the Agency, on a form prescribed by the Agency. The Agency General Manager may dispense with the requirement of a written application upon finding that an emergency condition requires immediate action on the variance request.

B. The Agency General Manager may grant a variance to the terms of this Ordinance and applicable Board resolutions upon finding that the strict application of this Ordinance and applicable Board resolutions would create an undue hardship, or that an emergency condition requires that the variance be granted.

C. In granting a variance, the Agency General Manager may impose time limits and any other conditions in order to ensure that the variance is consistent with this Ordinance and applicable Board resolutions. The variance, and all time limits and other conditions attached to the variance, shall be set forth in writing, and a copy of the written variance shall be provided to the Well Owner or Well Operator. The decision of the Agency General Manager may be appealed to the Board pursuant to Subsection D of this Section.

D. Any Well Owner or Well Operator whose variance has been denied, or granted conditionally, may appeal to the Board, in writing, within fifteen calendar days after any such denial or conditional granting. Such appeal shall specify the grounds upon which it is taken, and shall be accompanied by a filing fee as set from time to time by the Board by resolution. The Clerk of the Board shall set such appeal for hearing at the earliest practicable time, and shall notify the appellant and the Agency, in writing, of the time so set at least 14 calendar days prior to the hearing. After such hearing, the Board may wholly or partly, maintain, reverse, or modify the order or determination that is subject of the appeal.

E. No Well Owner or Well Operator shall operate or maintain a Well for which a variance has been granted hereunder, or use water therefrom, in violation of any of the terms or conditions of the variance.

SECTION 10. Recovery of Regulatory Program Costs.

For the purposes of implementing this Ordinance, the Agency may allocate and recover costs associated with the development, implementation, enforcement, and perpetuation of a regulatory groundwater monitoring program on a per-Well basis, not based on extraction data, within Monterey County. Such regulatory fees shall be as established by a resolution of the Board.

SECTION 11. Enforcement and Penalties.

A. No Well Owner or Well Operator shall operate or maintain a Well, or use water therefrom, in violation of this Ordinance or any resolution adopted in accordance with this Ordinance.

B. Any Well Owner or Well Operator who violates any provision of this Ordinance or any resolution adopted in accordance with this Ordinance is guilty of an infraction.

C. Any violation which occurs or continues to occur from one day to the next shall be deemed a separate violation for each day during which such violation occurs or continues to occur.

D. Any Well Owner or Well Operator who violates any provision of this Ordinance or any resolution adopted in accordance with this Ordinance is guilty of an infraction and shall be assessed: (1) a fine not exceeding one hundred dollars (\$100) for a first violation; (2) a fine not exceeding two hundred dollars (\$200) for a second violation of this Ordinance within one year of the first violation; (3) a fine not exceeding five hundred dollars (\$500) for each additional violation of this Ordinance within one year of the first violation.

E. Any violation of this Ordinance or any resolution adopted in accordance with this Ordinance is hereby declared to be a public nuisance. The Agency may commence civil proceedings to abate such nuisance and seek civil penalties which may be imposed by a court against persons found by the court to have committed the nuisance.

F. Any Well Owner or Well Operator who violates this Ordinance or any resolution adopted in accordance with this Ordinance shall be liable for the cost of enforcement, which shall include, but need not be limited to, the cost of investigation, court costs, attorney's fees, and the cost of monitoring future compliance.

G. The Agency's General Manager is authorized and empowered to enforce the provisions of this Ordinance or any resolution adopted in accordance with this Ordinance. The Agency's General Manager shall first send written notice of a failure to comply by deposit in the United States Mail, in a sealed envelope postage prepaid, addressed to the Well Owner or Well Operator. If such notice to comply is not cured within 15 calendar days, the Agency's General Manager shall send written notice of a violation by deposit in the United States Mail, in a sealed envelope postage prepaid, addressed to the Well Owner or Well Operator. Service by mail shall be deemed to have been completed at the time of deposit in the United States Post Office.

H. Any Well Owner or Well Operator who has received notice of violation may appeal to the Board, in writing, within fifteen calendar days after service of the notice of violation. Such appeal shall specify the grounds upon which it is taken, and shall be accompanied by a filing fee as set from time to time by the Board by resolution. The Clerk of the Board shall set such appeal for hearing at the earliest practicable time, and shall notify the appellant and the Agency, in writing, of the time so set at least 14 calendar days prior to the hearing. After such hearing, the Board may, wholly or partly, maintain, reverse, or modify the notice of violation.

SECTION 12. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Agency Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 13. Effective Date.

This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED on this 1st day of October 2024 by the following vote:

AYES Supervisors Church, Lopez, Root Askew, and Adams
NOES None
ABSENT Supervisor Alejo
ASTAIN None
Motion Passed 4 to 0



Glenn Church, Chair
Monterey County Board of Supervisors

ATTEST:

VALERIE RALPH
Clerk of the Board of Supervisors

By: Emmanuel H. Santos
Deputy Emmanuel H. Santos

APPROVED AS TO FORM



Kelly L. Donlon
Assistant County Counsel

**RESOLUTION OF THE
MONTEREY COUNTY WATER RESOURCES
AGENCY BOARD OF SUPERVISORS**

Resolution No. 20-348

A Resolution of the Board of Supervisors of the Monterey County Water Resources Agency to approve and implement the “Monterey County Water Resources Agency’s Groundwater Monitoring Program Manual”

WHEREAS, pursuant to authority granted to it by the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52, on January 26, 1993, the Board of Supervisors (“Board”) of the Monterey County Water Resources Agency (“Agency”) adopted Ordinance Number 3660, which enacted new registration provisions for groundwater extraction facilities with a discharge pipe having an inside diameter of at least three inches in Agency Zones 2, 2A, and 2B.

WHEREAS, on February 2, 1993, the Agency Board adopted Ordinance Number 3663, which enacted groundwater extraction reporting requirements in Agency Zones 2, 2A and 2B in the Salinas Valley Groundwater Basin, commonly known as the Groundwater Extraction Management System (“GEMS”).

WHEREAS, on July 27, 1993, the Agency Board adopted Ordinance Number 3696, which amended portions of Ordinance Number 3663 to advance the time by which flow meters must be installed in certain areas.

WHEREAS, on October 5, 1993, the Agency Board adopted Ordinance Numbers 3717 and 3718, repealing Ordinance Numbers 3663 and 3696, but reestablishing GEMS requirements in Agency Zones 2, 2A, 2B which encompass a portion of the Salinas Valley Groundwater Basin.

WHEREAS, since 1993, the Agency has been collecting GEMS data subject to the provisions of Ordinance Numbers 3717 and 3718; subject to a 1995 settlement agreement with the Salinas Valley Water Coalition, Ralph Riva, James Gianolini, and Roger Moitoso concerning Ordinance No. 3717; and the Agency has consistently produced annual reports thereafter, including ordinance mandated agricultural and urban water conservation plan reports.

WHEREAS, in addition to GEMS data, the Agency collects groundwater level and groundwater quality data to monitor changes in seawater intrusion and the status of groundwater basins generally.

WHEREAS, in the fall of 2014, the California State Legislature adopted, and the Governor signed into law, three bills commonly known as the Sustainable Groundwater Management Act (“SGMA”) generally set forth in Water Code section 10720 *et seq.*

WHEREAS, SGMA was signed into law mandating the sustainability of groundwater basins throughout the state by at least 2040 for “high priority basins in a critical state of overdraft”, and 2042 for “high priority” and “medium priority” basins, as determined by the California Department of Water Resources (“DWR”).

WHEREAS, SGMA assigns responsibility to the DWR for regulatory oversight through the evaluation and assessment of groundwater sustainability plans (“GSPs”), and the provision of ongoing assistance to local agencies through the development of best management practices, guidance, planning assistance, technical assistance, and financial assistance.

WHEREAS, SGMA provides for the formation of local groundwater sustainability agencies (“GSAs”) to formulate and implement GSPs throughout the state, in lieu of county or state control.

WHEREAS, DWR has identified five groundwater basins, and six subbasins, in Monterey County. There are six GSAs in Monterey County, all dependent upon groundwater data to inform, develop, implement, update, and demonstrate to the DWR progress of their GSPs towards maintaining or achieving sustainability, that may want to engage and leverage the existing institutional knowledge, data collection and reporting expertise of the Agency.

WHEREAS, in a corresponding action, the Agency Board is considering an ordinance to repeal Ordinance Numbers 3660, 3717, and 3718 and adopt new well registration and groundwater reporting requirements. Specifically, the Ordinance defines the Agency’s roles and responsibilities with regard to the monitoring and reporting of groundwater status in Monterey County, including groundwater levels and quality; to require well registration and extraction quantity reporting for its own purposes, and at the request of other entities with groundwater management responsibilities; to establish a regulatory fee to support implementation of the Ordinance; and to promote improved service to stakeholders dependent upon Monterey County’s groundwater resources.

WHEREAS, the “Monterey County Water Resources Agency’s Groundwater Monitoring Program Manual” (“Manual”) accompanies the Ordinance to set specific requirements for well registration, groundwater extraction reporting, groundwater level monitoring, and groundwater quality monitoring.

WHEREAS, approval of this Manual is entitled to a categorical exemption of the California Environmental Quality Act (“CEQA”) pursuant to 14 California Code of Regulations section 15306, which exempts: “basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.” This Manual will allow for continued and new groundwater extraction data reporting to aid the Agency and other entities engaged in the management and scientific investigation of groundwater resources within Monterey County and to aid in the evaluation of groundwater basin sustainability. Specifically, the groundwater extraction data will provide information concerning groundwater level, usage, and quality. If any projects stem from the use of this data, such project will

appropriately be evaluated under CEQA. Further, none of the exceptions listed in 14 California Code of Regulations 15300.2 apply to this project. There is no reasonable possibility that the activities stemming from this Manual will have a significant effect on the environment due to unusual circumstances.

NOW THEREFORE BE IT RESOLVED, that the Monterey County Water Resources Agency Board of Supervisors does hereby:

1. Find the project categorically exempt from the provisions of CEQA pursuant to Section 15306 of the CEQA Guidelines; and
2. Approve and implement the “Monterey County Water Resources Agency’s Groundwater Monitoring Program Manual”, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED on this 1st day of October 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on October 1, 2024.

Dated: October 2, 2024
File ID: WRAF 24-153
Agenda Item No. 2

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Emmanuel H. Santos, Deputy

Monterey County Water Resources Agency's Groundwater Monitoring Program Manual

[Date of Adoption]

Section 1 Introduction

This Groundwater Monitoring Program Manual (“Manual”) is a supplement to Monterey County Water Resources Agency (“Agency”) Ordinance No. XX-XXXX. The purpose of the Manual is to establish guidelines for the types of data collected, the schedule and time frames for data submittals, the applicability of certain programs based on geography or water user type, and methods and equipment for data collection.

The Manual also establishes the guidelines for data that is requested from the Agency by external entities, in accordance with Ordinance No. XX-XXXX and outlines requirements associated with those requests. The Manual is reviewed regularly and may be updated as the Agency’s or external entity’s needs evolve.

Four Agency groundwater monitoring programs are covered by the Manual: Well Registration, Groundwater Extraction Monitoring, Groundwater Level Monitoring, and Groundwater Quality Monitoring.

Section 2 Definitions

1. Abandoned well – means any well whose original purpose and use has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its original purpose. A well is considered abandoned when it has not been used for a period of one year, unless the owner demonstrates his or her intent to use the well again for supplying water or other associated purposes.
2. Accuracy – means the measured value relative to the actual value, expressed as a percentage and calculated as: $\text{Accuracy} = 100\% * (\text{Measured Value} - \text{Actual Value}) / \text{Actual Value}$.
3. Actual Value – means the value as determined through laboratory, design, or field-testing protocols.
4. Agency – means the Monterey County Water Resources Agency.
5. Agency Act – means the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52 (Stats. 1990, Chap. 1159).
6. Board – means the Board of Supervisors of the Monterey County Water Resources Agency.

7. County – means the County of Monterey.
8. De minimis extractor – means a person who extracts, for domestic purposes, two acre-feet or less per year (California Water Code section 10721(e)).
9. Human consumption – means the use of water for drinking, bathing or showering, hand washing, food preparation, cooking, or oral hygiene.
10. Inactive or standby well – means a well not routinely operating but capable of being made operable with a minimum effort.
11. Local Small Water System – means a system for the provision of piped water for human consumption that serves at least two, but not more than four, service connections. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system. “Local small water system” does not include two or more service connections on a single lot of record where none of the dwellings are leased, rented, or offered for renumeration.
12. Measured Value – means the value indicated by a Measuring Device or determined through calculations using other measured values.
13. Measuring Device – means any device capable of recording the date, time, and a numeric value of either water flow rate, water velocity, water elevation, or volume of water diverted.
14. Monterey County – means the geographical area of Monterey County.
15. Qualified Individual – means any person meeting the criteria specified in the Manual who can perform the required tasks for using and installing a Measuring Device.
16. Reference Point – means the fixed location from which a groundwater level measurement is collected at a well and the elevation of that fixed location.
17. Requesting Entity – means an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s).
18. Service connection – means a connection to any habitable structure, except a guesthouse, or parcel which uses potable water from a water system for domestic and not agricultural purposes.

19. Small Public Water System – means a system for the provision of piped water to the public for human consumption that has at least fifteen but not more than one hundred ninety-nine service connections or regularly serves at least twenty-five individuals at least sixty days out of the year. A small public water system includes “community water system” and “noncommunity water system” as defined in Section 116275(i) and (j), respectively, of the California Health and Safety Code, and “non-transient noncommunity water system” as defined in Section 116275(k) of the California Health and Safety Code, and a “transient-noncommunity water system” as defined in California Health and Safety Code Section 116275(o), as these sections may be amended from time to time.
20. State Small Water System – means a system for the provision of piped water to the public for human consumption that serves at least five, but not more than fourteen (14), service connections and does not regularly serve drinking water to more than an average of twenty-five (25) individuals daily for more than sixty (60) days out of the year. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system.
21. Water Year – means the 12-month period between October 1, of any given year, through September 30, of the following year, as defined by the United States Geological Survey.
22. Well – means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. “Well” includes abandoned wells, inactive wells, monitoring wells, and observation wells. For the purposes of this Manual, “well” does not include: (1) oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; (2) wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments; (3) cathodic protection wells; or (4) test wells or dry wells.
23. Well Operator – means a person or entity authorized by a Well Owner to operate a Well.
24. Well Owner – means a landowner or landowners that own a Well.

Section 3 Well Registration Program

3.1 Geographic Extent

The Well Registration Program applies to all wells located in Agency Zone 2C and/or the following subbasins of the Salinas Valley Groundwater Basin: 180/400 Foot Aquifer (3-004.01), East Side Aquifer (3-004.02), Forebay Aquifer (3-004.04), Langley Area (3-004.09), Monterey (3-004.10), and Upper Valley Aquifer (3-004.05). Such geographic locations are depicted in a map attached to this Manual as Attachment A.

3.2 General Requirements

Well registration must be completed by submitting the required data to the Agency using the well registration portal or form available at

<https://www.countyofmonterey.gov/government/government-links/water-resources-agency/programs/groundwater-extractions-gems> . Information about and assistance with

completing well registration are available by contacting the Agency at 831-755-4860. Wells that are currently registered with the Agency and which meet the data requirements in Section 3.3 will not have to re-register but the Well Owner may be asked to verify the well registration data on file with the Agency and provide updates as applicable.

3.3 Data Requirements

The following data must be submitted to the Agency when a well is initially registered and must be updated by contacting the Agency when any changes occur.

1. Well owner name, address, phone number, and email address.
2. Well operator name, address, phone number, and email address.
3. Name of Local Small Water System, Small Public Water System, or State Small Water System, if applicable.
4. Number of connections to Local Small Water System, Small Public Water System, or State Small Water System, if applicable.
5. Geographic coordinates of the well location collected via GPS, with accuracy within 20 feet. Note that GPS-enabled smartphones are typically accurate to within a 16-foot radius under open sky (www.gps.gov).
6. Scaled map showing the well location and the area served water from the well, with relevant geographic features and landmarks labeled (e.g., roads, intersections).
7. Well name (owner-given well identification).
8. Well construction details including all the following information:
 - a. Date of construction
 - b. Drilling method
 - c. Total well depth
 - d. Perforation/screen interval(s)
 - e. Annular seal depth
 - f. Casing diameter
 - g. Casing material
 - h. Depth of pump
 - i. Pump motor horsepower
 - j. Discharge pipe diameter
9. Use category(ies) for which water from the well will be used (e.g., domestic, municipal, agriculture).
10. Status of the well (active, inactive or standby, or abandoned).
 - a. A well owner may demonstrate the inactive or standby status of a well by actions including, but not limited to, keeping the well structure in good condition; preventing the accumulation of vegetative growth or debris at the well and in

adjacent areas; and retaining equipment and infrastructure necessary for operation of the well, such as pumps, piping, or a power source for operating the well.

11. Number of existing and anticipated service connections.
12. Description of water quantity measuring device(s) on the well.
13. Description of each water quantity measuring device on all service connections receiving water from the facility.
14. Electrical meter service numbers and plant numbers for each well having such a number.
15. Copy of the Well Completion Report.
16. Copy of the County of Monterey well construction permit that was issued for the well, and any other related County well permits.
17. Copy of any borehole geophysical logs collected during the well drilling.
18. Copy of any pump testing data obtained during well drilling and development.

Section 4 Groundwater Extraction Monitoring Program

4.1 Geographic Extent

The Groundwater Extraction Monitoring Program applies to non-*de minimis* extractors located in Agency Zone 2C and/or the following subbasins of the Salinas Valley Groundwater Basin: 180/400 Foot Aquifer (3-004.01), East Side Aquifer (3-004.02), Forebay Aquifer (3-004.04), Langley Area (3-004.09), Monterey (3-004.10), and Upper Valley Aquifer (3-004.05). Such geographic locations are depicted in a map attached to this Manual as Attachment A.

4.2 General Requirements

1. Groundwater extraction data are required from all non-*de minimis* users i.e., wells pumping more than 2 acre-feet per year (AF/yr.) for domestic use.
2. Groundwater extraction data must be collected on a monthly basis for each Water Year (i.e., October 1 through September 30).
3. Monthly totals of groundwater extracted must be reported to the Agency no later than November 1 for the prior Water Year.
4. Data that are reported to the State Water Resources Control Board Electronic Water Rights Management System (eWRIMS) must also be reported to the Agency and be identified as being reported to both entities.
5. Any Measuring Device required by this Manual must be purchased, installed, and maintained by the well owner or operator.

4.3 Data Collecting and Reporting

1. Well owners or operators must collect and maintain monthly records of groundwater extraction volumes and cumulative totals including:
 - a. Quantity of water produced by each well.
 - b. Quantity of water produced for each use type.
2. Annual reporting submitted to the Agency must specify the type of approved Measuring Device that was used to collect data at each well. Currently approved Measuring Devices

include all of the following: flow meter, electrical meter, or hour meter. Additional types of Measuring Devices or equipment may be considered and approved for use in the future. When new Measuring Devices are approved by the Agency as described in Ordinance XX-XXXX, Well Owners or Well Operators of Wells currently registered with and reporting extractions to the Agency using a currently approved Measuring Device as described in this Manual or “Alternative Compliance Plan” will not have to re-request approval from the Agency to continue using a currently approved Measuring Device or “Alternative Compliance Plan”.

a. Annual reporting occurs online through an application maintained by the Agency at https://apps.co.monterey.ca.us/wra_gems/.

b. Information about how to use the application is available at <https://www.countyofmonterey.gov/government/government-links/water-resources-agency/programs/groundwater-extractions-gems>.

3. Well owners or operators using the flow meter method must abide by the following:

a. Flow meters must be tested every five years by a Qualified Individual and calibrated to comply with applicable Agency specifications in (b) and (c) below. Upon completion of the test, a copy of the test report including the flowmeter reading must be submitted to the Agency.

i. A Qualified Individual may be any of the following:

- I. Anyone trained and experienced in water measurements and reporting.
- II. A California-registered Professional Engineer or a person under their supervision.
- III. A California-licensed contractor for C-57 well drilling or C-61/D-21 Limited Specialty: Machinery and Pumps.
- IV. Any individual who has completed a class on measurement devices and methods offered through the University of California Cooperative Extension.
- V. Hydrologist or Professional Engineer experienced and trained in water measurement.

b. Flow meters must be installed per manufacturer instructions.

c. Flow meters must come from the manufacturer with a provable accuracy of +/- 2%. The Measured Value must read within +/- 10% at all times after installation.

d. Reported data must include monthly readings from the flow meter and associated meter number.

4. Well owners or operators using the electrical meter method must abide by all of the following:
 - a. Quantities of water must be reported based on calculations using accurate electrical bills, data from pump efficiency tests, and formulas that are approved by the Agency.
 - b. Electrical bills must be based on electrical meters on the well. The well's use of electricity must be the only electrical use measured by the electrical meter.
 - c. Reported data must show the kilowatt hours used each month by each well.
 - d. A pump efficiency test must be completed annually. The test must be a three-point efficiency test which evaluates three discharge pressures and is obtained during the period from March through June. Upon completion of the test, the tester must submit to the Agency a report of the testing that includes the electrical meter reading on the date of the test. The pump efficiency test report must be submitted to the Agency no later than October 31 of the year in which it was conducted.
 - e. Reporting party must submit all computations necessary to show the quantity of water used, including the raw data, the computation itself, and the result as prescribed by the Agency.

5. Well owners or operators using the hour meter method must abide by all of the following:
 - a. Quantities of water must be reported based on calculations using readings from hour meters, discharge rates from pump efficiency tests, and formulas approved by the Agency.
 - b. Hour meters must be accurate to within 2% of correct time.
 - c. Information showing the total number of hours each facility was operated in each month must be submitted to the Agency.
 - d. A pump efficiency test must be completed annually. The test must be a three-point efficiency test which evaluates three discharge pressures and is obtained during the period from March through June. Upon completion of the test, the tester must submit to the Agency a report of the testing that includes the hour meter reading on the date of the test and discharge rates determined pursuant to the test.
 - e. Reporting party must submit all computations necessary to show the quantity of water used, including the raw data, the computation itself, and the result as prescribed by the Agency.

Section 5 Groundwater Level Monitoring Program

5.1 Geographic Extent

The Agency monitors groundwater levels throughout Monterey County, primarily within the Salinas Valley Groundwater Basin, but also in areas of Lockwood Valley (Attachment B).

5.2 Record Keeping

Wells that are part of the Agency's groundwater level monitoring network are required to be registered, per the criteria described in Section 3 of this Manual. In addition to the data requirements therein, the Agency will collect data regarding the Reference Point elevation of the well.

The Agency may install a well data tag at the well site to indicate that the well is part of a monitoring program. The well data tag will be labeled with the site's State Well Identification Number.

5.3 Data Collection

The Agency measures groundwater levels on a monthly basis at some well sites and biannually or annually at other well sites. The Agency adheres to the following field methods and data management practices.

5.3.1 Field Methods

Groundwater level data collected from wells is intended to reflect static (i.e., non-pumping) groundwater conditions. Best efforts are made to ensure that wells are not pumping and have not recently been pumped prior to collecting a groundwater level data point. Depth to water measurements are made using one or more of the methods discussed in the following sections. The Agency's groundwater level data collection methodology is based on the standardized *Groundwater Technical Procedures of the U.S. Geological Survey* (2011) available at <https://pubs.usgs.gov/tm/1a1/> and the State of California Department of Water Resources *Groundwater Elevation Guidelines* (2010).

5.3.1.1 Graduated Steel Tape

The following steps must be completed prior to taking a measurement:

- Ensure that the reference point on the well can be clearly determined. Check notes in the field data collection notebook or application.
- Review the notes and comments associated with previous measurements to determine if there are any unique circumstances at the well.
- Take note of whether oil has previously been present at the well. This will be recorded in the comments section of the data collection form.
- Evaluate the well and surrounding area to determine if the well may have recently been operating.

To collect a measurement:

- Use the previous depth to water measurement to estimate a length of tape that will be needed.

- Lower the tape into the well, feeling for a change in the weight of the tape, which typically indicates that either (a) the tap has reached the water surface or (b) the tape is sticking to the side of the well.
- Continue lowering the tape into the well until the next whole foot mark is at the reference point. This value on the tape should be recorded in the field data collection notebook or application.
- Bring the tape to the surface and record the number of the wetted interval to the nearest foot.
- In an oil layer is present, read the tape at the top of the oil mark to the nearest foot. Note in the comments section of the data form that oil was present.
- Repeat this procedure a second time and note any differences in measurement in the field data collection notebook or application. If needed, repeat additional times until two consistent depth readings are obtained.
- After completing the measurement, disinfect and rinse the part of the tape that was submerged below the water surface.

5.3.1.2 Electric water level meter

This method of measurement employs a battery-powered water level meter and a small probe attached to a ruled length of cable. Depth to water measurements collected using this equipment are recorded to the nearest tenth of an inch. This instrument is sometimes referred to as a “sounder.”

The following steps must be completed prior to taking a measurement:

- Review the field data sheet for the well and note whether oil has been present at this well in the past. The electric water level meter should not be used in wells where oil is present.
- Ensure that the reference point on the well can be clearly determined. Check notes in the field data collection notebook.
- Confirm that the water level meter is functioning and is turned on so that the beeping indicator will operate properly.

To collect a measurement:

- Review previous depth to water measurements for the well to estimate the length of tape that will be needed.
- Lower the electrode into the well until the indicator sounds, showing the probe is in contact with the water surface.
- Place the tape against the reference point and read the depth to water to the nearest 0.1 foot. Record this value on the field data sheet.
- Make a second measurement and note any differences in measurement in the field data collection notebook or application. If needed, repeat additional times until two consistent depth readings are obtained.
- After completing the measurement, disinfect and rinse the part of the tape that was submerged below the water surface.

5.3.1.3 Sonic water level meter

This meter uses sound waves to measure the depth to water in a well. The meter must be adjusted to the air temperature outside the well. There is a card with reference temperatures in the case with the sonic meter.

Making a measurement:

- Insert the meter probe into the access port and push the power-on switch. Record the depth from the readout.
- Record the depth to water measurement in the field data collection notebook or application.
- No disinfection of the instrument is required because it does not come into contact with the water surface.

5.3.1.4 Pressure transducer

Automated water-level measurements are made with a pressure transducer attached to a data logger. Pressure transducers are lowered to a depth below the water level in the well and fastened to the well head at a reference point. Data points are logged on an hourly basis.

The Agency uses factory-calibrated, vented pressure transducers; the specific model and cable length is customized for each well. A desiccant is also used to avoid damage to the equipment from moisture.

Agency staff collects the pressure transducer data once per quarter. During the data collection process, data loggers are stopped, and the data is downloaded onto a laptop, and then the data logger is reactivated and scheduled to begin collecting data again on the next hour.

Section 6 Groundwater Quality Monitoring Program

6.1 Geographic Extent

The Agency monitors groundwater quality in the coastal region of the Salinas Valley Groundwater Basin and at selected monitoring wells in the Forebay Aquifer (3-004.04) and Upper Valley Aquifer (3-004.05) Subbasins (Attachment C).

6.2 Record Keeping

Wells that are part of the Agency's groundwater level monitoring network are required to be registered, per the criteria described in Section 3 of this Manual.

6.3 Data Collection

The Agency collects groundwater quality samples twice per year from wells in the groundwater quality monitoring program. Additional samples may be collected as needed for special projects or to meet the needs of a Requesting Entity.

Field blanks and field duplicates are collected as part of the groundwater quality monitoring program to evaluate the sample collection process for contamination from exposure to ambient conditions, sample containers, or improper sampling and handling techniques. Field blank samples are obtained by pouring deionized (DI) water acquired from the Monterey County

Consolidated Chemistry Laboratory into a sample container that has been triple-rinsed with DI water at the sampling location. If target analytes are identified in field blanks, sampling and handling procedures will be reevaluated and corrective actions, consisting of but not limited to re-training of field personnel, contact with the laboratory, invalidation, or qualifying of results, will be taken.

Field duplicates are collected and analyzed for the same analytical parameters as the native samples. The duplicate sample will be collected immediately after collection of the native sample, following the same sampling protocols.

The Agency adheres to the protocols set forth in the *Quality Assurance Project Plan for Water Quality Monitoring Associated with the Salinas Valley Integrated Water Management Plan* (EPA R9#03-238, X-97994701-0) approved by the U.S. Environmental Protection Agency in August 2007.

6.3.1 Groundwater Quality Sample Identification and Handling

Sample containers are high density polyethylene (HDPE), 0.25-gallon (approximately 1 liter) size for complete mineral analysis. Sample containers and caps are purchased in bulk and the caps for the containers are packaged separately. Sterility of the sample containers is not of importance because samples are not analyzed for microbiological testing. No chemical field preservation of the samples is required.

Sample containers are labeled with pre-printed labels. The collection date, collection time, and sampler name are recorded in the field with an indelible marker.

All samples are handled, prepared, transported, and stored in a manner so as to minimize contamination and spills. After collection, samples caps are checked for tightness, and the samples are immediately placed in an ice chest. During travel between sites, ice chest lids are kept tightly closed. Blue ice packs are used in sufficient quantity so that all samples are stored at $4\pm 2^{\circ}\text{C}$.

Chain-of-custody (COC) forms are provided by the Monterey County Consolidated Chemistry Laboratory and filled out by field personnel while in the field. The COC accompanies the samples at all times in order to ensure the custodial integrity of the samples. The COC form includes the sample site, which is identified by State Well Identification Number or Quality Control sample, if appropriate.

Upon relinquishing the sample(s) to the Monterey County Consolidated Chemistry Laboratory, the sampler signs and dates the COC form. Lab personnel will then receive the sample(s), check the temperature, mark the date and time received, assign unique lab identification numbers (lab IDs) to each sample, and sign the COC form. The signed COC form is copied; the lab keeps the original and a copy is given to the sampler. Hard copies of COC forms are maintained by Agency for a period of ten years.

6.3.2 Analytical Methods

Groundwater samples, including field blanks and field duplicates, are analyzed for an “Ag Waiver Panel” consisting of the following analytes: calcium, cation-anion balance, chloride, conductivity, magnesium, nitrate, pH, potassium, sodium, sulfate, total alkalinity, and total dissolved solids.

Samples are analyzed at the Monterey County Consolidated Chemistry Laboratory, which is part of the Monterey County Health Department and holds Certification Number 1395 from the Environmental Laboratory Accreditation Program (ELAP). ELAP is part of the Division of Drinking Water at the State Water Resources Control Board.



Groundwater Monitoring Program Fee Study for the Monterey County Water Resources Agency

**Draft Report
February 2025**



LECHOWICZ + TSENG
MUNICIPAL CONSULTANTS

909 Marina Village Parkway #135
Alameda, CA 94501
(510) 545-3182
www.LTmuniconsultants.com

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SECTION 1: INTRODUCTION AND EXECUTIVE SUMMARY

The Monterey County Water Resources Agency (“Agency” or “MCWRA”) or was formed under Chapter 699 of the Statutes of 1947 as the Monterey County Flood Control and Water Conservation District. In 1990, the State Legislature updated the Agency’s mandate through passage of the Monterey County Water Resources Agency Act: to provide for the control of flood and storm waters, conservation of such waters through storage and percolation, control of groundwater extraction, protection of water quality, reclamation of water, exchange of water, and the construction and operation of hydroelectric power facilities (California Water Code Appendix, Chapter 52 {“Agency Act”}). The Agency has jurisdiction over matters pertaining to water within the entire area of Monterey County, including both incorporated and unincorporated areas (Agency Act, Section 4).

In addition to the Agency’s responsibility for stream monitoring, flood management, and emergency flood-related preparedness, the Agency is authorized to conserve water in any manner; to buy, sell, and purvey water; and to prevent the waste or diminution of the water extractions which are determined to be harmful to the groundwater basin. Relevant here, the Agency Act authorizes the MCWRA Board of Supervisors to impose fees. (Agency Act, Section 70(c)). More specifically, as it relates to the establishment of this Groundwater Monitoring Program regulatory fee, under the Agency Act and Agency Ordinance No. 5426, the Agency has authority to carry on technical and other necessary investigations, make measurements, collect data, make analyses, studies, and inspections pertaining to water supply. Section 10 of Ordinance No. 5426 states, “[f]or the purposes of implementing this Ordinance, the Agency may allocate and recover costs associated with the development, implementation, enforcement, and perpetuation of a regulatory groundwater monitoring program on a per-Well basis, not based on extraction data, within Monterey County. Such regulatory fees shall be established by a resolution of the Board.”

Since 1947, the Agency has performed groundwater monitoring in the Salinas Valley, initially of groundwater levels and later expanded to include groundwater quality. In the 1990s, the Agency voluntarily created the Groundwater Extraction Monitoring System (“GEMS”) to monitor the use of groundwater throughout Agency Zones 2, 2A, and 2B of the Salinas Valley Groundwater Basin which necessitated well registration and reporting requirements. The purpose of GEMS and water quality/level monitoring was to investigate and produce the data necessary to perform a thorough review, or audit, of the hydrologic budget within the monitored area. Investigations conducted as part of the Agency’s previous programs furthered the purposes of the Agency, such as protection of water quality, and conservation of flood and storm waters. Data resulting from these programs facilitated implementation and enforcement of the Agency Act and supported management that allowed for continued well owner operations throughout community.

In 2014, the State enacted the Sustainable Groundwater Management Act (“SGMA”), which established new regulatory requirements to achieve the sustainability of groundwater basins throughout California by 2040 or 2042, depending on subbasin. Subsequently, Groundwater Sustainability Agencies (“GSAs”)

including the Arroyo Seco GSA, County of Monterey GSA, Marina Coast Water District GSA, and Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”) were formed to achieve the State’s SGMA mandates within the Salinas Valley Groundwater Basin which substantially, but not entirely, overlaps with Agency Zones 2, 2A, and 2B.

To meet its SGMA regulatory obligations, each GSA needed to address the data gaps between its areas of responsibility and the Agency’s previous groundwater level, water quality, and groundwater extraction monitoring programs. In the interest of improving operational efficiency and reducing costs, rather than creating a separate, parallel monitoring program, the SVBGSA chose to leverage the data collection, analysis, management, and reporting expertise of the Agency. SVBGSA’s request to expand the Agency’s work resulted in the Agency’s Board of Supervisors repealing the three 1990s ordinances that established the original GEMS program and related well registration and reporting requirements, and the adoption of a new ordinance and Groundwater Monitoring Program Manual, on October 1, 2024, to support current regulatory mandates. The new ordinance, Ordinance No. 5426, also established a regulatory fee, which is the subject of this fee study, to sustain the new Groundwater Monitoring Program.

The Groundwater Monitoring Program (“GMP”) is comprised of four components and proposed fees: Well Registration, Groundwater Extraction Monitoring, Groundwater Level Monitoring, and Groundwater Quality Monitoring. The purpose of the GMP is to continue the investigation and auditing of the hydrologic budget within the Salinas Valley Groundwater Basin. The GMP regulatory fees will cover the reasonable costs of identifying the location of wells and collecting data necessary to perform hydrologic investigations on a scale and schedule compatible with needs of GSAs operating in the Salinas Valley Groundwater Basin. The proposed GMP regulatory fees currently only cover the Salinas Valley Groundwater Basin. However, Ordinance No. 5426 and the GMP Manual authorize the Agency to collect data anywhere within Monterey County. As such, the GMP regulatory fees may be modified in the future if other groundwater sustainability agencies request the Agency collect data.

The Well Registration component is necessary for obtaining data on the location, construction, and operation of wells in the Salinas Valley Groundwater Basin which, in turn, can be linked to data collected through other components of the Groundwater Monitoring Program. The Groundwater Extraction Monitoring component provides data on the location and volume of water extracted on an annual basis, which is a critical element of the hydrologic budget. Data collected from the Groundwater Level Monitoring component are the basis for the Agency’s evaluation of regional seasonal and long-term trends in groundwater levels. Groundwater level data are also used to investigate the following: changes in groundwater storage for the hydrologic budget; the regional direction of groundwater movement; mechanisms for seawater intrusion; quantification of short- and long-term impacts to the groundwater basin from public and private well extraction; conservation releases from the reservoirs; and operation of water projects like the Salinas Valley Water Project or Castroville Seawater Intrusion Project. The Groundwater Quality Monitoring component is conducted biannually to investigate changes to the extent of seawater intrusion in the Salinas Valley Groundwater Basin. Samples collected through Groundwater Quality Monitoring provide laboratory-derived chemistry data that is analyzed using a

suite of geochemical tools and paired with groundwater level and extraction data to evaluate the movement of seawater intrusion and accompanying change in usable groundwater storage. Coupling this analysis with data obtained through the Well Registration component allows for the identification of wells that may be experiencing adverse water quality impacts.

The GMP, as contemplated for this fee study, consists of well registration and monitoring of public and private wells within the 180/400-Foot Aquifer, Eastside Aquifer, Forebay Aquifer, Langley Area, Monterey, and Upper Valley Aquifer Subbasins of the Salinas Valley Groundwater Basin (Figure 1). As described above, the Groundwater Monitoring Program is accomplished via five regulatory functions or services:

- 1) Initial wellhead registration (“Reg”)
- 2) Annual wellhead registration renewal (“Renew”)
- 3) Groundwater extraction monitoring (“Extract”)
- 4) Monitoring groundwater levels (“GWL”)
- 5) Monitoring water quality (“WQ”)

The goal of this study is to establish a schedule of cost-based fees for these regulatory functions. This study was conducted consistently with the Agency’s 2020 Strategic Plan to identify more targeted funding sources for regulatory programs and more fairly recover costs from regulated entities.

The GMP fees are not a tax and are exempt from voter approval under section 1(e)(3) of Article XIII C of the California Constitution (Proposition 26). The fees are imposed for the reasonable regulatory costs to the Agency for conducting the Groundwater Monitoring Program, and do not exceed the reasonable costs to the Agency of providing these services. The fees were calculated based on staff time and materials. A summary of the proposed fees is provided below in Table 1.

Figure 1: Groundwater Monitoring Program Area

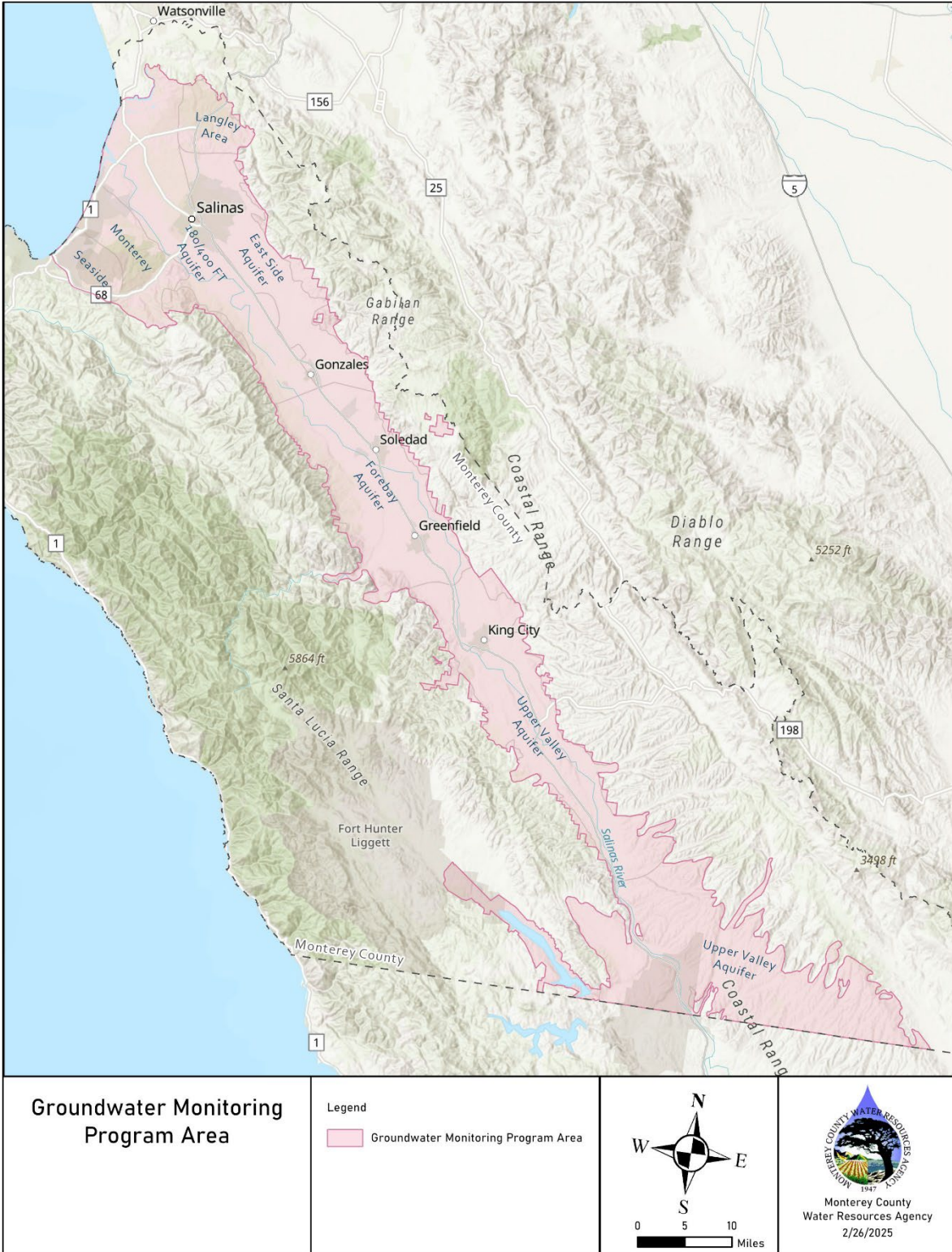


Table 1: Summary of Proposed Annual Fees for Fiscal Year 2025-2026 (“FY26”)

Fee Category	Proposed FY26 Annual Fee per participating well
Initial wellhead registration	\$163.19
Annual wellhead registration renewal	\$31.06
Groundwater extraction monitoring	\$68.94
Monitoring groundwater levels	\$166.89
Monitoring water quality	\$143.37

This fee study does not include delinquency or penalty fees for noncompliant well owners. Section 11 of Ordinance No. 5426 provides for the enforcement, penalties, and appeal process for the GMP.

Table 2 estimates the cost recovery for the Groundwater Monitoring Program resulting from the proposed fees for FY26. Cost recovery per fee type varies based on the amount of the fee and the number of annual services to which the fee applies. In total, the fees proposed in this report are estimated to cover about \$813,000 of Agency expenses. This revenue will be used to directly offset the cost of implementing the monitoring programs and will not be used for non-regulatory functions or programs.

Table 2: Estimated FY26 Cost Recovery from Fees

Fee Category	Abbreviation	Proposed FY26 Fee	Estimated Number of Annual Services	Total Annual Cost Recovery
Initial wellhead registration	Reg	\$163.19	50	\$8,160
Annual wellhead registration renewal	Renew	\$31.06	2,500	\$77,650
Groundwater extraction monitoring	Extract	\$68.94	2,000	\$137,880
Monitoring groundwater levels	GWL	\$166.89	2,500	\$417,225
Monitoring water quality	WQ	\$143.37	1,200	<u>\$172,044</u>
				\$812,959

SECTION 2: Legal Requirements & Methodology

2.1 Legal Requirements

California voters enacted Proposition 26 in 2010 to define the term “tax” for purposes of Articles XIII A and XIII C of the California Constitution. Under Proposition 26, all levies, charges, and exactions “imposed” by local governments are considered taxes, unless they fit into one of the seven stated exceptions for local government:

- 1) A charge that is imposed for a special benefit or privilege provided to an individual, does not exceed the reasonable cost of service, and does not provide broad, general benefits to others in the community;
- 2) A charge imposed for a specific government service or product provided directly to the person paying the fee, that does not exceed the reasonable cost of providing service;
- 3) A charge imposed for reasonable regulatory costs (i.e. licenses, audits, inspections, permits) that does not exceed the reasonable cost of service;
- 4) A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property;
- 5) Fines or penalties imposed for violations of the law;
- 6) A charge imposed as a condition of property development; and
- 7) Assessments and property-related fees imposed under the provisions of Proposition 218, such as water and sewer service charges.

The fees proposed in this study are exempt from voting requirements as they are regulatory fees (exemption #3 listed above) that do not exceed the cost of the Agency’s regulatory action.

2.2 Methodology

To calculate the cost of service for each fee, the Agency estimated the number of staff hours needed to complete each groundwater monitoring service, the hourly rate for each staff member, and the cost of applicable materials, vehicles, and supplies. Table 3 provides a list of staff and hourly rates. The hourly rates represent the fully burdened rate of each staff member including the cost of salary and benefits.

Table 3: Staff Hourly Rates for FY26

Staff Member	Fully Burdened Hourly Rate
Accountant II	\$88.10
Accounting Technician	\$77.17
Deputy General Manager	\$206.09
Finance Manager III	\$175.53
General Manager	\$224.87
Office Assistant III	\$63.69
Senior Water Resources Hydrologist	\$156.11
Water Resources Hydrologist	\$80.27
Water Resources Technician	\$67.07

Table sorted alphabetically

For all fees except initial wellhead registration, staff time and materials costs were determined on a programmatic level. Total costs to provide each regulatory function over the course of the year were divided by the estimated number of services provided each year to determine a fee (i.e. cost per service). Table 4 provides the total staff hours estimated for each regulatory service as well as the number of full-time equivalents (FTEs) based on 1,700 hours of productive time. The Groundwater Monitoring Program functions described in this report reflect a staff time of about 3.47 FTEs over the course of each fiscal year.

Table 4: Total Staffing by Fee Category

Staff Member	Reg	Renew	Extract	GWL	WQ	Total	FTE
Accountant II		120				120	0.07
Accounting Technician		200				200	0.12
Deputy General Manager			8	8	8	24	0.01
Finance Manager III		40				40	0.02
General Manager			8	8	8	24	0.01
Office Assistant III			24			24	0.01
Senior Water Hydrologist	7.5	3	150	120	75	364	0.21
Water Resources Hydrologist	25	10	300	700	100	1,135	0.67
Water Resources Technician	50	20	650	2,500	750	3,970	2.34
Total Hours	82.5	401	1,140	3,336	941	5,901	3.47
Total Full Time Equivalents	0.05	0.24	0.67	1.96	0.55	3.47	

The proposed fees also include the Agency's cost of supplies, materials, and vehicles needed to provide each regulatory function. The cost of materials or supplies for each fee is calculated as the total annual cost of materials for each service divided by the estimated number of annual regulatory functions the Agency will provide. Some materials and supplies are longer-lived assets that the Agency will use over multiple years. The annual cost of multi-year supplies is calculated as the purchase price of the supplies divided by the expected useful life, see Table 5. The cost of vehicles is based on prevailing hourly rental rates multiplied by the number of hours to perform each regulatory function. The supplies and materials listed in Table 5 are used by one or more of the monitoring programs to collect groundwater level measurements, collect groundwater samples, label wells using information obtained through well registration, and electronically store data gathered while in the field.

Each fee also includes an indirect cost rate of 22.49% which is added to the cost of staff time, supplies, materials, and vehicles. The indirect cost rate was determined by the Agency and consists of approximately 13.55% of Administration/Department overhead and 8.95% of County of Monterey overhead. The indirect cost rate covers items such as computer hardware and software, internet service, communications devices, and rental costs of Agency buildings. The calculations for each cost-based fee are provided in Section 3.

Table 5: Multi-year Supplies

Material or Supply	Cost Per Item	# Needed	Total Cost	Purchasing Frequency	Useful Life (years)	Annual Cost [1]	Applicable Program
Electronic sounder	\$760	3	\$2,280	1 every 3 years	9	\$253.33	GWL
Steel tape	\$1,000	3	\$3,000	1 every 2 years	6	\$500.00	GWL
Nylon-coated steel tape	\$200	2	\$400	1 every 2 years	4	\$100.00	GWL
Sonic water level meter	\$2,200	1	\$2,200	1 every 10 years	10	\$220.00	GWL
Well labeling equipment	\$400	1	\$400	1 every 5 years	5	\$80.00	GWL
Pump and Variable Frequency Drive	\$10,000	1	\$10,000	1 every 10 years	10	\$1,000.00	WQ
Generator for pump operation	\$1,500	1	\$1,500	1 every 10 years	10	\$150.00	WQ
Tablets for data collection	\$5,000	3	\$15,000	1 every 3 years	9	\$1,666.67	GWL and WQ

1 – total cost divided by useful life

SECTION 3: Proposed Cost-Based Fees

This section provides the calculation of each cost-based regulatory fee. The total cost of each fee includes the cost of staff time required to complete each regulatory function, the cost of materials, vehicles, and supplies, and an indirect cost rate of 22.49%.

3.1 Initial Registration

A well must be registered with the Agency if it is in one of the following six subbasins: 180/400-Foot Aquifer, Eastside Aquifer, Forebay Aquifer, Langley Area, Monterey, or Upper Valley Aquifer (see Figure 1). The initial registration of a well occurs once and is required within 30 days of completed construction or upon request from the Agency, per Ordinance No. 5426. Registration requires providing general information about the well’s location, owner, operator, status, and construction specifications.

The initial wellhead registration fee amount per well is calculated in Table 6. The initial registration fee is calculated as \$163.19 and is proposed to be the same for all types and sizes of wells. In addition to the estimated staffing costs per well, the initial registration fee is proposed to recover portions of the Information Technology (IT) support required for the well registration software and supplies for printing notifications. IT support and printing charges are shared with the annual renewal fee and are divided by an estimated 2,500 renewals and registrations per year to calculate a fee per well.

Table 6: Initial Wellhead Registration or Registration Charge Proposed for FY26

Staffing	Hours	Hourly rate	Total Cost	Identifier	Calculation
Water Resources Technician	1	\$67.07	\$67.07		
Water Resources Hydrologist	0.5	\$80.27	\$40.14		
<u>Senior Water Resources Hydrologist</u>	0.15	\$156.11	<u>\$23.42</u>		
Subtotal Staffing			\$130.63	A	
Supplies, Materials, and Vehicles					
County IT support			\$5,000.00		
<u>Supplies for printing notifications</u>			<u>\$1,500.00</u>		
Subtotal Supplies, Materials and Vehicles			\$6,500.00		
# of annual renewals & new registrations			2,500		
Supplies, Materials and Vehicles			\$2.60	B	
Total Direct Costs (Staffing, Supplies, Materials, and Vehicles)			\$133.23	C	C = A + B
Indirect Cost Rate		22.49%	<u>\$29.96</u>	D	D = C x 22.49%
Total Fee			\$163.19		C + D

3.2 Annual Renewal & Billing

Following initial registration, all registered wells are required to annually renew their registration. Registered well owners will be asked to verify well registration data on file with the Agency and provide updates as applicable. Table 7 summarizes the proposed fee for annual wellhead registration renewal. The total fee amount per well is \$31.06 based on the estimated total annual costs for the program (staff time throughout the year and direct expenses) divided by an estimated 2,500 renewals and registrations per year. Costs for the registration renewal program include staffing costs and costs for software, IT support, and printing notifications.

Table 7: Annual Wellhead Registration Renewal

Staffing	Hours	Hourly rate	Total Cost	Identifier	Calculation
Accountant II	120	\$88.10	\$10,572.00		
Accounting Technician	200	\$77.17	\$15,434.00		
Finance Manager III	40	\$175.53	\$7,021.20		
Water Resources Technician	20	\$67.07	\$1,341.40		
Water Resources Hydrologist	10	\$80.27	\$802.70		
<u>Senior Water Resources Hydrologist</u>	11	\$156.11	<u>\$1,717.21</u>		
Subtotal Annual Staffing			\$36,888.51		
# of annual renewals			2,500		
Staffing cost per renewal			\$14.76	A	
Supplies, Materials, and Vehicles					
Well registration software [1]			\$20,000.00		
County IT support			\$5,000.00		
<u>Supplies for printing notifications</u>			<u>\$1,500.00</u>		
Subtotal Supplies, Materials and Vehicles			\$26,500.00		
# of annual renewals & new registrations			2,500		
Supplies, Materials and Vehicles			\$10.60	B	
Total Direct Costs (Staffing, Supplies, Materials, and Vehicles)			\$25.36	C	C = A + B
Indirect Cost Rate		22.49%	<u>\$5.70</u>	D	D = C x 22.49%
Total Fee			\$31.06		C + D

1 – Initial software cost of \$50,000 amortized over five years plus \$10,000 annual subscription cost.

3.3 Groundwater Extraction Monitoring

In addition to well registration, the Agency’s Groundwater Monitoring Program includes Groundwater Extraction Monitoring. The Groundwater Extraction Monitoring program requires all wells located within the area shown in Figure 1 that are extracting more than two acre-feet per year (i.e. non-de minimis users) to report extraction data to the Agency through the online reporting portal in accordance with the criteria specified in the Agency’s Groundwater Monitoring Program Manual. SGMA defines “de minimis extractor” as a person who extracts, for domestic purposes, two acre-feet or less per year

(California Water Code Section 10721) so the same threshold is being used by the Agency for the Groundwater Monitoring Program to ensure consistency with meeting the regulatory needs of the Agency and/or Requesting Entities. The Agency will be contacting well owners required to report groundwater extraction data by mail with instructions on how to register for the program and will also send at least one annual reminder notice.

To comply with the GMP, extractors are required to purchase and install an approved measuring device at each well then use it to collect monthly data and report that data at least annually. Groundwater extraction data must be collected on a monthly basis for each Water Year (i.e. October 1 through September 30), and monthly totals of groundwater extracted must be self-reported to the Agency no later than November 1 for the prior Water Year. Agency staff then audit all data collected and produce an annual summary report.

The groundwater extraction monitoring fee is intended to recover the cost of implementing this regulatory program and is proposed to be \$68.94 per well, as shown in Table 8. The Agency has an estimated 2,000 extractors who will share the annual staffing costs of about \$96,000 and materials costs of \$16,500 to run the program.

Table 8: Groundwater Extraction Monitoring Fee Proposed for FY26

Staffing	Hours	Hourly rate	Total Cost	Identifier	Calculation
Water Resources Technician	650	\$67.07	\$43,595.50		
Water Resources Hydrologist	300	\$80.27	\$24,081.00		
Senior Water Resources Hydrologist	150	\$156.11	\$23,416.50		
Office Assistant III	24	\$63.69	\$1,528.56		
Deputy General Manager	8	\$206.09	\$1,648.72		
<u>General Manager</u>	8	\$224.87	<u>\$1,798.96</u>		
Subtotal Annual Staffing			\$96,069.24		
# of annual services			2,000		
Staffing cost per service			\$48.03	A	
Supplies, Materials, and Vehicles					
County IT support of GEMS application			\$5,000.00		
County IT app. development			\$10,000.00		
Supplies for printing mailouts			\$500.00		
<u>Postage for mailouts</u>			<u>\$1,000.00</u>		
Subtotal Supplies, Materials and Vehicles			\$16,500.00		
# of annual services			2,000		
Supplies, Materials and Vehicles			\$8.25	B	
Total Direct Costs (Staffing, Supplies, Materials, and Vehicles)			\$56.28	C	C = A + B
Indirect Cost Rate		22.49%	<u>\$12.66</u>	D	D = C x 22.49%
Total Fee			\$68.94		C + D

3.4 Monitoring Groundwater Levels

MCWRA monitors groundwater levels throughout Monterey County, primarily within the 180/400 Foot Aquifer, Eastside Aquifer, Forebay Aquifer, Langley Area, Monterey, and Upper Valley Aquifer Subbasins of the Salinas Valley Groundwater Basin.. Wells that are part of the Agency's groundwater level monitoring program are required to be registered. The Agency measures groundwater levels on a monthly basis at some well sites and biannually, annually, or continuously at other well sites. Data collected from the Groundwater Level Monitoring program are the basis for the Agency's evaluation of regional seasonal and long-term trends in groundwater levels. Groundwater level data are also used to investigate changes in groundwater storage for the hydrologic budget, understand the regional direction of groundwater movement, evaluate mechanisms for seawater intrusion, and quantify short- and long-term impacts to the groundwater basin from public and private well extraction, conservation releases from the reservoirs, and operation of water projects like the Salinas Valley Water Project or Castroville Seawater Intrusion Project.

Agency staff use one of several standardized data collection methods to take measurements at each site, using either graduated steel tape, electric water level meters, sonic water level meters, or pressure transducers. Best efforts are made to ensure that wells have not recently been pumped when collecting a groundwater level data point.

Table 9 provides the calculation for the proposed groundwater level monitoring fee. Most costs for the program are divided between all 2,500 wells within the groundwater level monitoring program, with the exception of the costs for tablets for data collection which are shared between the program for monitoring groundwater levels and the program for testing groundwater quality. Total costs exclusive to monitoring groundwater levels include about \$246,000 for staff time and about \$94,000 for supplies, materials, and vehicles. The proposed fee per well for FY26 for the groundwater level monitoring program is \$166.89.

Table 9: Groundwater Level Monitoring Fee Proposed for FY26

Staff	Hours	Hourly rate	Total Cost	Identifier	Calculation
Water Resources Technician	2,500	\$67.02	\$167,550.00		
Water Resources Hydrologist	700	\$80.27	\$56,189.00		
Senior Water Resources Hydrologist	120	\$156.11	\$18,733.20		
Deputy General Manager	8	\$206.09	\$1,648.72		
<u>General Manager</u>	8	\$224.87	<u>\$1,798.96</u>		
Subtotal Annual Staffing			\$245,919.88		
# of annual services			2,500		
Staffing cost per service			\$98.37	A	
Supplies, Materials, and Vehicles					
Jeep or similar off-road capable truck (1 of 3)	600	\$37.19	\$22,314.00		
Jeep or similar off-road capable truck (2 of 3)	600	\$37.19	\$22,314.00		
Jeep or similar off-road capable truck (3 of 3)	600	\$37.19	\$22,314.00		
Monitoring well maintenance			\$20,000.00		
Equipment decontamination supplies and PPE			\$300.00		
Repair of sounders			\$2,000.00		
In-Situ Aqua Troll 200 Level Sensor [1]			\$1,995.00		
In-Situ Rugged Twist Lock cable (vented), 200 ft [1]			\$1,000.00		
In-Situ large desiccant [1]			\$85.00		
Toolbox with equipment and supplies			\$100.00		
Electronic sounder [2]			\$253.33		
Steel tape [2]			\$500.00		
Nylon-coated steel tape [2]			\$100.00		
Sonic water level meter [2]			\$220.00		
<u>Well labeling equipment [2]</u>			<u>\$80.00</u>		
Subtotal Supplies, Materials and Vehicles			\$93,575.33		
# of annual services			2,500		
Supplies, Materials and Vehicles			\$37.43	B	
Tablets for data collection [2]			\$1,666.67		
# of annual services (GW + WQ)			3,700		
Tablets divided by total annual services			\$0.45	C	
Total Direct Costs (Staffing, Supplies, Materials, and Vehicles)			\$136.25	D	D = A + B + C
Indirect Cost Rate		22.49%	\$30.64	E	E = D x 22.49%
Total			\$166.89		D + E

1 – One purchased per year

2 – See Table 5

3.5 Groundwater Quality Monitoring

Groundwater quality is monitored in the coastal region of the Salinas Valley Groundwater Basin and at selected monitoring wells in the Forebay Aquifer and Upper Valley Aquifer Subbasins to inform an understanding of the groundwater quality in the 180/400-Foot Aquifer, Eastside Aquifer, Langley Area, and Monterey Subbasins. The Agency collects groundwater quality samples twice per year from wells in the groundwater quality monitoring program. Additional samples are occasionally collected for special projects or to meet the needs of a requesting entity. Wells in the program are required to be registered. Once groundwater samples are collected from each well, the sample containers are brought to the Monterey County Consolidated Chemistry Laboratory where they are analyzed by lab personnel. Data from the groundwater quality program are utilized for developing data products, such as seawater intrusion contour maps, and understanding regional changes in groundwater quality that are relevant to all well owners.

The annual cost of supplies for the groundwater quality monitoring program includes supplies, materials, and vehicles to collect, store, and transport samples as well as \$40,000 annually in laboratory costs. The total annual cost of supplies including laboratory costs is estimated at about \$66,000. The annual cost for staff time is about \$73,000. Both staffing and supplies costs are divided between 1,200 wells in the area where the water quality monitoring occurs to calculate the proposed fee as shown in Table 10. The cost of tablets for data collection is shared between 3,700 annual services since the tablets are used for both the groundwater level monitoring and groundwater quality monitoring programs. The proposed fee for testing groundwater quality is \$143.37 per well.

Table 10: Groundwater Quality Monitoring Fee Proposed for FY26

Staff	Hours	Hourly rate	Total Cost	Identifier	Calculation
Water Resources Technician	750	\$67.02	\$50,265.00		
Water Resources Hydrologist	100	\$80.27	\$8,027.00		
Senior Water Resources Hydrologist	75	\$156.11	\$11,708.25		
Deputy General Manager	8	\$206.09	\$1,648.72		
<u>General Manager</u>	8	\$224.87	<u>\$1,798.96</u>		
Subtotal Annual Staffing			\$73,447.93		
# of annual services			1,200		
Staffing cost per service			\$61.21	A	
Supplies, Materials, and Vehicles					
Bottles and lids			\$600.00		
Labels			\$100.00		
Ice			\$200.00		
Ice chests			\$100.00		
Jeep or similar off-road capable truck (1 of 3)	200	\$37.19	\$7,438.00		
Jeep or similar off-road capable truck (2 of 3)	200	\$37.19	\$7,438.00		
Jeep or similar off-road capable truck (3 of 3)	200	\$37.19	\$7,438.00		
Laboratory costs			\$40,000.00		
Pump supplies and generator fuel			\$2,000.00		
Pump and VFD for dedicated monitoring well sampling [1]			\$1,000.00		
<u>Generator for pump operation [1]</u>			<u>\$150.00</u>		
Subtotal Supplies, Materials and Vehicles			\$66,464.00		
# of annual services			1,200		
Supplies, Materials and Vehicles			\$55.39	B	
Tablets for data collection [1]			\$1,666.67		
# of annual services (GW + WQ)			3,700		
Tablets divided by total annual services			\$0.45	C	
Total Direct Costs (Staffing, Supplies, Materials, and Vehicles)			\$117.05	D	D = A + B + C
Indirect Cost Rate		22.49%	<u>\$26.32</u>	E	E = D x 22.49%
Total			\$143.37		D + E

1 – See Table 5

SECTION 4: Conclusions and Recommendations

The purpose of the Groundwater Monitoring Program is to gather data on wells, groundwater levels, groundwater quality, and groundwater extractions to complete the investigation of short- and long-term changes to the hydrologic budget and do analyses pertaining to water supply of the Salinas Valley Groundwater Basin. Fees for the Groundwater Monitoring Program are being proposed to cover the reasonable regulatory costs to the Agency conducting the Groundwater Monitoring Program, and do not exceed the reasonable costs to the Agency of providing these services.

It is proposed that after initial adoption of the Groundwater Monitoring Program regulatory fees as part of the Agency's FY26 budget, the Agency will evaluate and adopt the Groundwater Monitoring Program fees annually to continue implementation of the Groundwater Monitoring Program. The level of effort necessary to implement the program may increase or decrease based upon changes in the regulatory environment or utilization of technology, as example variables. The annual fees may go up or down depending on changes in the Groundwater Monitoring Program's level of effort, costs, or the number of wells subject to a specific regulatory function.

The Agency's annual fees and assessment of charges, including the Groundwater Monitoring Program fees, are subject to public engagement through multiple meetings of the Agency's committees, Board of Directors, and Board of Supervisors, including public workshops and hearings generally held in March and May, respectively. Final adoption of fees is performed by the Agency's Board of Supervisors in June of each year.

The Agency may therefore set fines and penalties, as described in Ordinance No. 5426, for noncompliant well owners at its discretion, provided, however, that the penalties are not "grossly disproportional" to each offense. Additionally, the Agency should ensure that it documents how and why the amount of each delinquency or penalty fee is related to the seriousness of the offense.



County of Monterey

Item No.4

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-024

March 07, 2025

Introduced: 2/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 3 to the Agreement for Services with Industrial Machine Shop to increase the dollar amount by \$250,000 for a new contract total not to exceed \$790,000 to accommodate emergency equipment repairs and as-needed fabrication and repair services related to Agency facilities and equipment; and authorize the General Manager to execute Amendment No. 3.
(Staff Presenting: Jason Demers)

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance Committee:

Consider recommending that the Board of Directors of the Monterey County Water Resources Agency approve Amendment No. 3 to the Agreement for Services with Industrial Machine Shop to increase the dollar amount by \$250,000 for a new contract total not to exceed \$790,000 to accommodate emergency repairs and as-needed fabrication and repair services related to Agency facilities and equipment; and authorize the General Manager to execute Amendment No. 3.

SUMMARY/DISCUSSION:

On January 19, 2022, the Monterey County Water Resources Agency (Agency) entered into an Agreement for Services (Agreement) with Industrial Machine Shop for providing machining, fabrication and repair services related to Agency facilities and equipment in the amount of \$90,000. The scope of work under this Agreement includes the fabrication of custom parts; welding existing equipment and parts; and the repair of valves, motors, and pump components. Industrial Machine Shop provides critical routine and as-needed services necessary to maintain good working condition of the various Agency facilities and equipment.

On April 18, 2022, the Board of Directors approved Amendment 1 to this agreement for a time extension through June 30, 2027, and to increase the amount payable by \$200,000 to a not to exceed total of \$290,000.

The winter storms of 2022-23 resulted in heavy use and damage of Agency facilities and equipment including pumping stations on the Reclamation Ditch. Agency staff completed repairs on most of these facilities over the summer and fall, relying heavily on Industrial Machine Shop for repair of critical equipment. Agency flood conveyance infrastructure including Reclamation Ditch pumping stations were put to use again as a result of December 2023 rain events resulting in the unexpected failure of critical equipment at one pumping station, necessitating emergency repairs.

On January 16, 2024, the Board of Directors approved Amendment No. 2 to increase the amount payable by \$250,000 to a not-to-exceed total of \$540,000 to accommodate emergency equipment repairs and ongoing services for machining, fabrication and repair services related to Agency facilities and equipment.

Amendment No. 3 is to increase the amount payable by \$250,000 to a not-to-exceed total of \$790,000 to accommodate emergency equipment repairs and as-needed fabrication and repair services related to Agency facilities and equipment.

Activities related to this action meet the Agency's Strategic Plan Goal A: Infrastructure Maintenance, Strategy 1: perform a conditions assessment for all facilities, determine which facilities should be replaced and which repaired, and prioritize service levels. This activity is related to various Agency projects and programs.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

As-needed work performed under this agreement will be conducted in accordance with approved Agency budgets with expenses being assigned to relevant Agency Funds.

Prepared by: Jason Demers, Senior Water Resources Engineer, (831)755-4860

Approved by: Ara Azhderian, General Manager, (831)755-4860

Attachments:

1. Original Agreement for Services
2. Amendment No. 3



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

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SUMMARY/DISCUSSION:

On January 19, 2022, the Monterey County Water Resources Agency (Agency) entered into an Agreement for Services (Agreement) with Industrial Machine Shop for providing machining, fabrication and repair services related to Agency facilities and equipment in the amount of \$90,000. The scope of work under this Agreement includes the fabrication of custom parts; welding existing equipment and parts; and the repair of valves, motors, and pump components. Industrial Machine Shop provides critical routine and as-needed services necessary to maintain good working condition of the various Agency facilities and equipment.

On April 18, 2022, the Board of Directors approved Amendment 1 to this agreement for a time extension through June 30, 2027, and to increase the amount payable by \$200,000 to a not to exceed total of \$290,000.

The winter storms of 2022-23 resulted in heavy use and damage of Agency facilities and equipment including pumping stations on the Reclamation Ditch. Agency staff completed repairs on most of these facilities over the summer and fall, relying heavily on Industrial Machine Shop for repair of critical equipment. Agency flood conveyance infrastructure including Reclamation Ditch pumping stations were put to use again as a result of December 2023 rain events resulting in the unexpected failure of critical equipment at one pumping station, necessitating emergency repairs.

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payable by \$250,000 to a not-to-exceed total of \$540,000 to accommodate emergency equipment repairs and ongoing services for machining, fabrication and repair services related to Agency facilities and equipment.

Amendment No. 3 is to increase the amount payable by \$250,000 to a not-to-exceed total of \$790,000 to accommodate emergency equipment repairs and as-needed fabrication and repair services related to Agency facilities and equipment.

Activities related to this action meet the Agency's Strategic Plan Goal A: Infrastructure Maintenance, Strategy 1: perform a conditions assessment for all facilities, determine which facilities should be replaced and which repaired, and prioritize service levels. This activity is related to various Agency projects and programs.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

As-needed work performed under this agreement will be conducted in accordance with approved Agency budgets with expenses being assigned to relevant Agency Funds.

Prepared by: Jason Demers, Senior Water Resources Engineer, (831)755-4860

Approved by: Ara Azhderian, General Manager, (831)755-4860

Attachments:

1. Original Agreement for Services
2. Amendment No. 3

MONTEREY COUNTY WATER RESOURCES AGENCY
AND Industrial Machine Shop
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Industrial Machine Shop, a corporation hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
 - (a) The scope of work is briefly described and outlined as follows:

As needed machining, fabrication and repair services for Agency facilities and related equipment.
 - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on January 1, 2022 by CONTRACTOR and Agency, and will terminate on June 30, 2024, unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is
Ninety Thousand Dollars

(\$ 90,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. "CONTRACTOR's performance" includes CONTRACTOR's

action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subCONTRACTORS.

6. Insurance.

6.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section

3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required

endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the

purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique

qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering
 CONTRACTOR's work under this Agreement shall be
 Kyle Wilson

Agency's designated administrator of this Agreement shall be
 Charles Lingenfelter

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

TO AGENCY	TO CONTRACTOR
Name: Charles Lingenfelter	Name: Kyle Wilson
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 805 Vertin Ave., Salinas, Ca 93901
Telephone: 831.755.4860	Telephone: 831.424.3471
Fax: 831.424.7935	Fax:
E-Mail: lingenfelterca@co.monterey.ca.us	E-Mail: imssalinas@yahoo.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
 - Exhibit A - Scope of Work/ Work Schedule
 - Exhibit B - Payment Provisions
 - Exhibit C - Deliverables
 - Exhibit D -
32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

MONTEREY COUNTY WATER RESOURCES AGENCY
AND Industrial Machine Shop
AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:

MONTEREY COUNTY WATER RESOURCES AGENCY:

CONTRACTOR:

BY: 

BY: 

Brent Buche
General Manager

Type Name: Kyle Wilson
Title: Manager

Date: E-signed 1/19/2022

Date: 1/10/2022

BY: _____
Type Name: _____
Title: _____
Date: _____

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

(_____)
Agreement/Amendment No # (_____)

Approved as to form ¹:

Approved as to fiscal provisions:

Kelly J Donlon
Chief Deputy County Counsel

Juan Pablo Lopez
Administrative Analyst

Dated: January 12, 2022

Dated: 1/13/2022

County Counsel – Risk Manager:

Gary Giboney
Auditor-Controller ²:

Dated: _____

Dated: 1/12/2022

¹ Approval by County Counsel is required, and/or when legal services are rendered

² Approval by Auditor-Controller is required

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

As needed machining, fabrication and repair services for Agency facilities and related equipment:

Trimming pump impellers

Fabrication of custom parts

Modification of existing parts

Valve repairs

Re-facing/resurfacing parts

Welding services

Electrical motor repair and rewinding.

EXHIBIT B
PAYMENT PROVISIONS

Fee Schedule for the work listed on Exhibit A - Scope of Work:

\$100/ per hour

\$150/ per hour for overtime and Saturday/Sunday work

EXHIBIT C

DELIVERABLES

Required Document Formats

When required by this agreement, the following documents shall be delivered to the Agency project or contract administrator:

Administrative Draft of Document (for staff review)
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document

**AMENDMENT NO. 3
TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
INDUSTRIAL MACHINE SHOP**

THIS AMENDMENT NO. 3 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Industrial Machine Shop (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2022, Amendment No. 1 on May 17, 2022, and Amendment No. 2 on January 23, 2024, (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$250,000, for a total contract amount not to exceed \$790,000.00 to continue providing services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 3 Payments to CONTRACTOR; maximum liability to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the CONTRACTOR under this contract is **Seven Hundred Ninety Thousand Dollars (\$790,000.00)**.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

This section intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER RESOURCES AGENCY

By: _____
General Manager

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Chief Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

Industrial Machine Shop

*Contractor Business Name

By: _____
(Signature of Chair, President or Vice President)

Title: _____
(Print Name and Title)

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Title: _____
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



County of Monterey

Item No.5

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-026

March 07, 2025

Introduced: 2/28/2025

Current Status: Agenda Ready

Version: 1

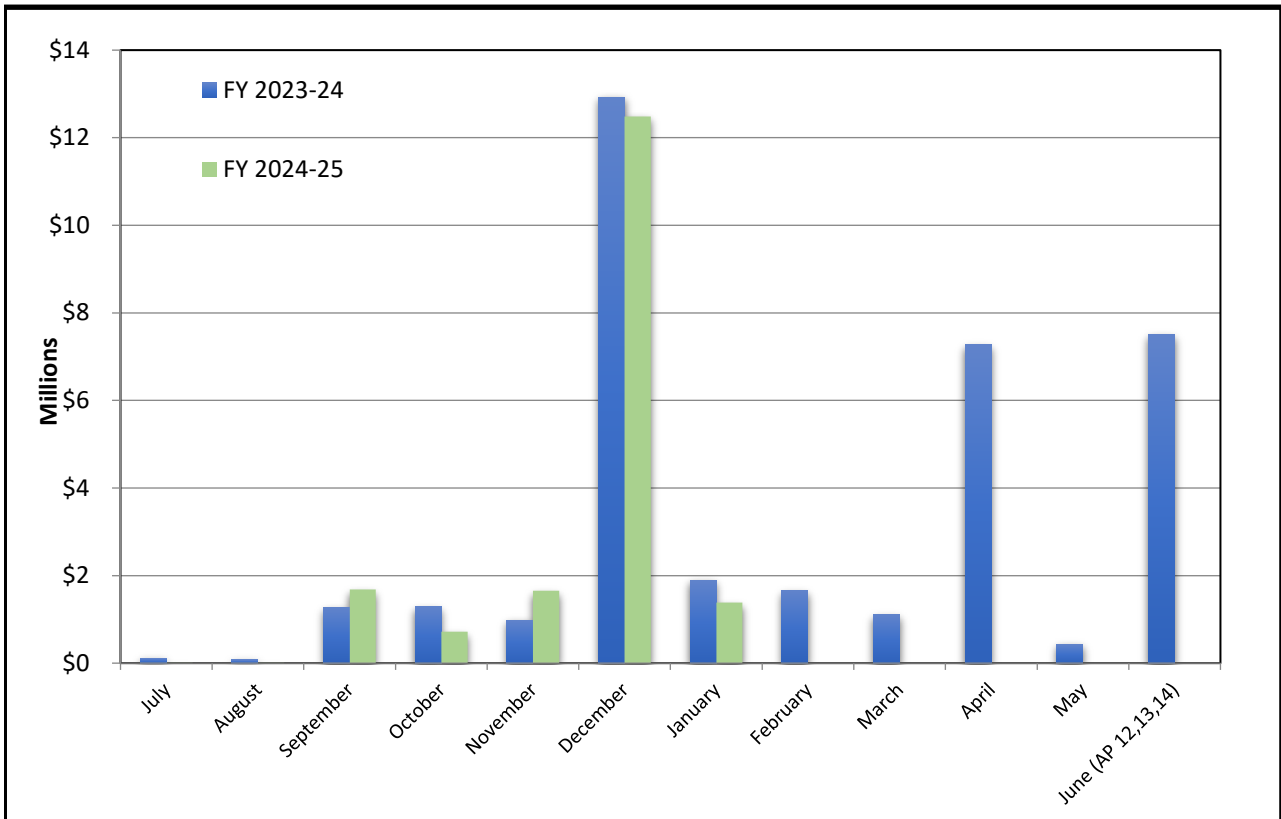
Matter Type: WRA Finance Item

Consider receiving the FY2024-25 January 2025 Financials for All Agency Funds. (Staff Presenting Nora Cervantes)

Monterey County
Water Resources Agency
FY 2024-25 FINANCIAL STATUS REPORT

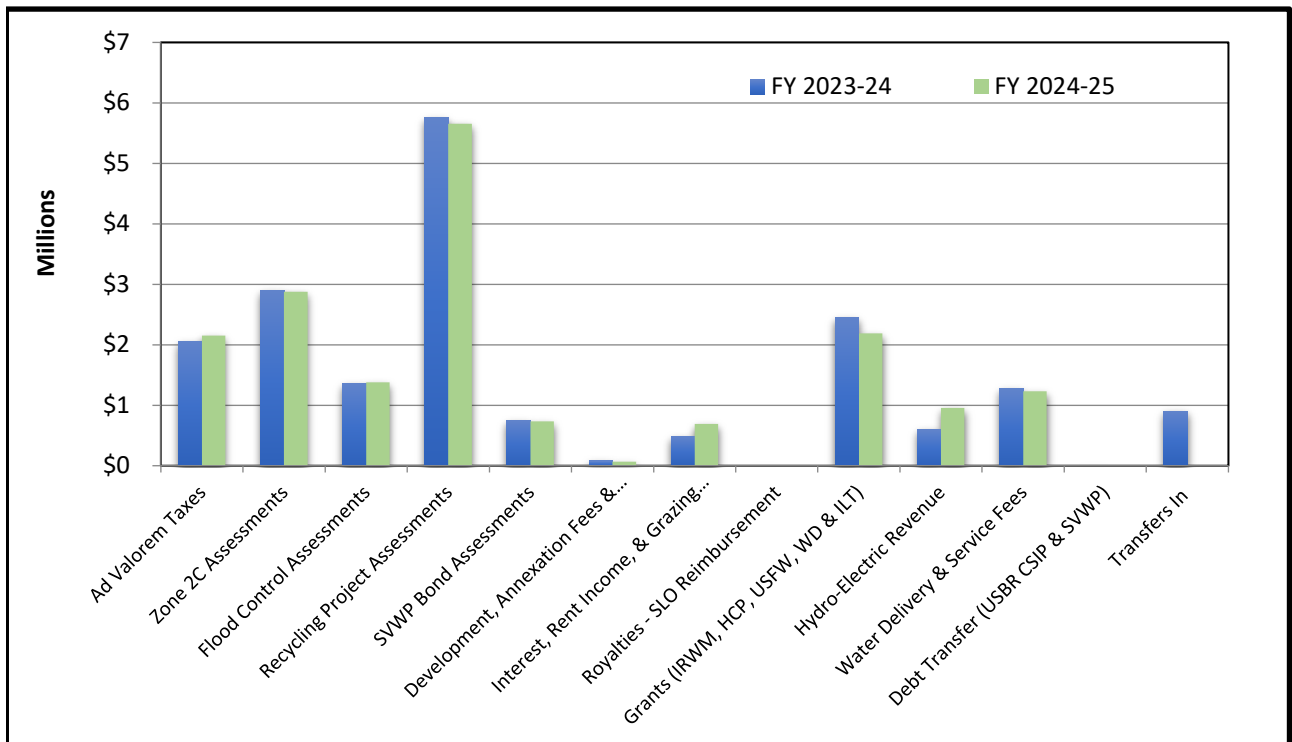
YTD Actual Revenues

Month By Month Revenues				
	FY 2023-24	% Received	FY 2024-25	% Received
July	114,716	0.2%	7,045	0.0%
August	83,663	0.4%	4,028	0.0%
September	1,270,376	2.9%	1,681,142	4.0%
October	1,286,447	5.5%	715,871	5.7%
November	983,161	7.5%	1,652,130	9.6%
December	12,927,380	33.3%	12,483,369	39.2%
January	1,892,375	37.0%	1,382,720	42.5%
February	1,654,655	40.3%	-	
March	1,109,794	42.6%	-	
April	7,270,605	57.1%	-	
May	429,258	57.9%	-	
June (AP 12,13,14)	7,499,920	72.9%	-	
YEAR TO DATE ACTUAL:	36,522,350	72.9%	17,926,305	42.5%
Budgeted Amount	50,097,830		42,154,850	



Monterey County
Water Resources Agency
FY 2024-25 FINANCIAL STATUS REPORT
YTD Revenues by Source

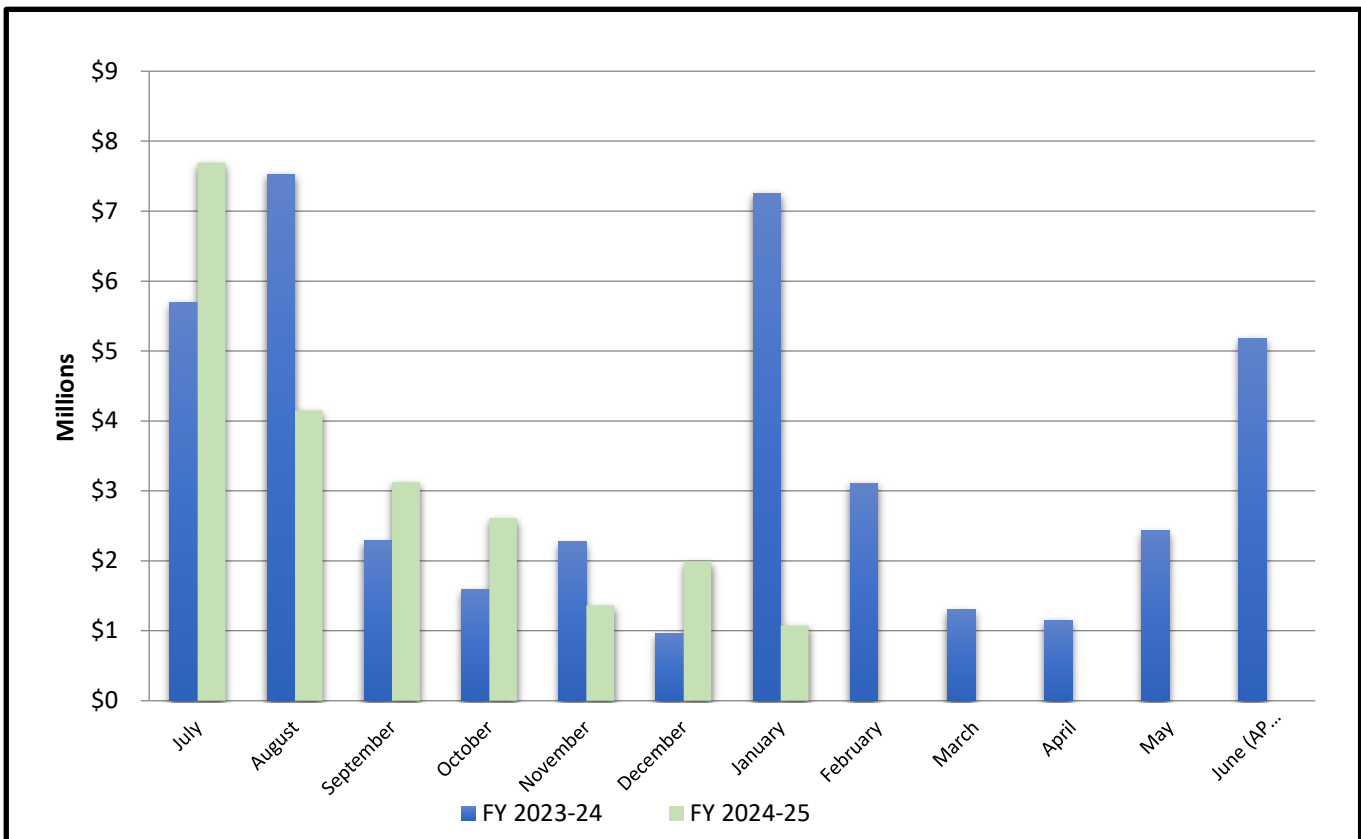
Through Accounting Period 07 - Jan 31		
	FY 2023-24	FY 2024-25
Ad Valorem Taxes	2,052,419	2,153,912
Zone 2C Assessments	2,890,619	2,877,198
Flood Control Assessments	1,355,086	1,377,323
Recycling Project Assessments	5,756,351	5,656,446
SVWP Bond Assessments	744,473	730,977
Development, Annexation Fees & Other	78,990	64,618
Interest, Rent Income, & Grazing Leases	483,843	692,412
Royalties - SLO Reimbursement	0	0
Grants (IRWM, HCP, USFW, WD & ILT)	2,448,971	2,186,886
Hydro-Electric Revenue	595,406	956,944
Water Delivery & Service Fees	1,270,670	1,229,588
Debt Transfer (USBR CSIP & SVWP)	0	0
Transfers In	900,000	0
YEAR TO DATE TOTAL:	18,576,829	17,926,305



Monterey County
Water Resources Agency
FY 2024-25 FINANCIAL STATUS REPORT

YTD Actual Expenditures

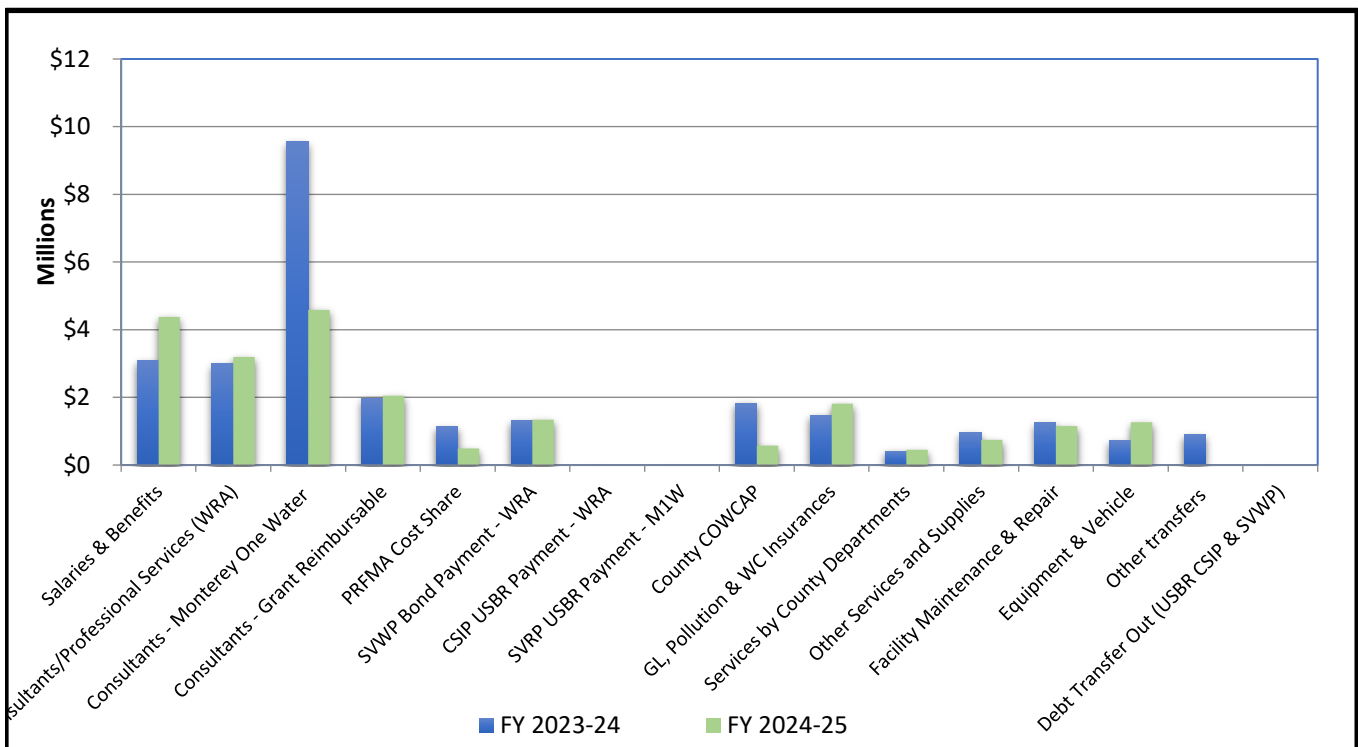
Month By Month Expenditures				
	FY 2023-24	% Expended	FY 2024-25	% Expended
July	5,695,222	10.4%	7,692,836	15.8%
August	7,527,945	24.1%	4,149,850	24.3%
September	2,284,563	28.3%	3,125,338	30.7%
October	1,587,257	31.2%	2,612,806	36.1%
November	2,274,369	35.3%	1,364,959	38.9%
December	959,125	37.1%	1,996,632	43.0%
January	7,252,017	50.3%	1,076,537	29.4%
February	3,111,824	55.9%	-	
March	1,301,308	58.3%	-	
April	1,153,394	60.4%	-	
May	2,431,439	64.9%	-	
June (AP 12,13,14)	5,185,761	74.3%	-	
YEAR TO DATE ACTUAL:	40,764,223	74.3%	22,018,959	45.2%
Budgeted Amount	54,860,209		48,759,795	



**Monterey County
Water Resources Agency
FY 2024-25 FINANCIAL STATUS REPORT**

YTD Expenditures by Type

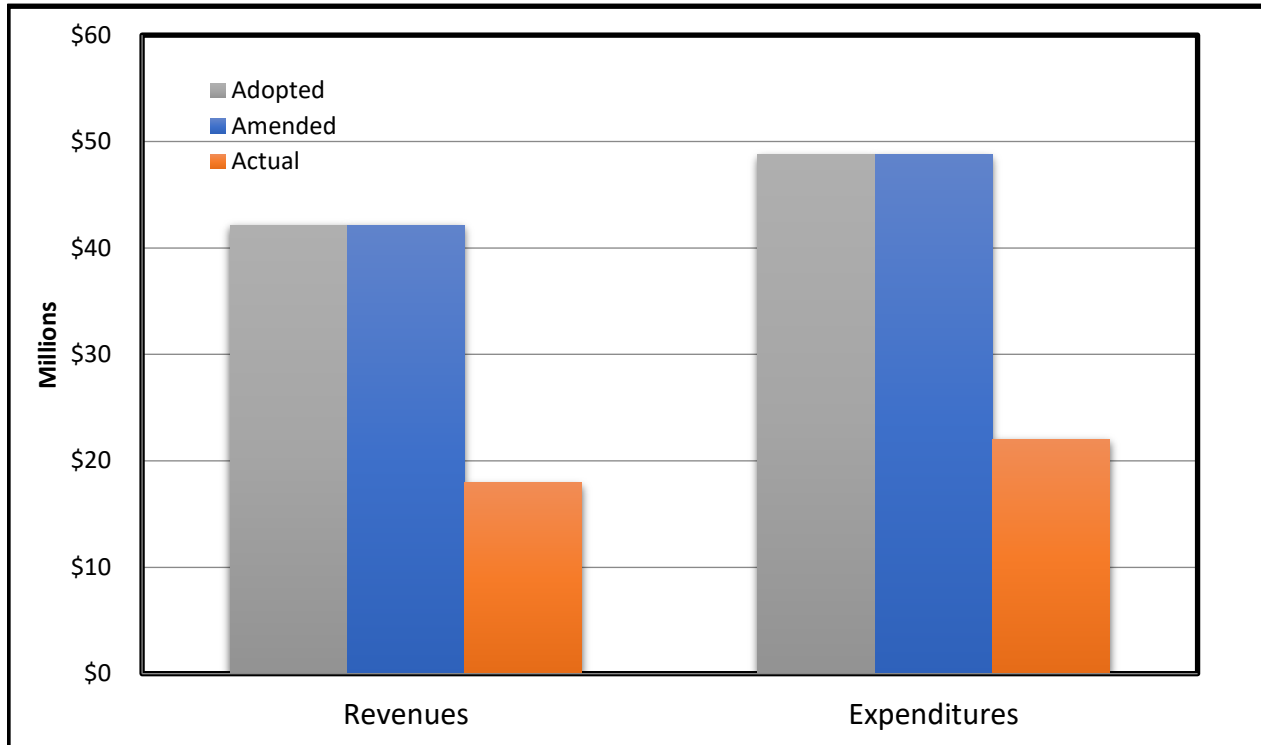
Through Accounting Period 07 - Jan 31		
	FY 2023-24	FY 2024-25
Salaries & Benefits	3,087,197	4,371,652
Consultants/Professional Services (WRA)	2,996,516	3,190,695
Consultants - Monterey One Water	9,557,314	4,581,517
Consultants - Grant Reimbursable	1,965,845	2,052,046
PRFMA Cost Share	1,125,272	491,511
SVWP Bond Payment - WRA	1,318,419	1,341,919
CSIP USBR Payment - WRA	-	0
SVRP USBR Payment - M1W	-	0
County COWCAP	1,829,892	573,662
GL, Pollution & WC Insurances	1,478,026	1,809,769
Services by County Departments	412,034	451,661
Other Services and Supplies	948,721	740,189
Facility Maintenance & Repair	1,246,258	1,147,397
Equipment & Vehicle	715,004	1,266,941
Other transfers	900,000	0
Debt Transfer Out (USBR CSIP & SVWP)	-	0
YEAR TO DATE TOTAL:	27,580,497	22,018,959



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2024-25 FINANCIAL STATUS REPORT**

For Month Ending: January 31, 2025

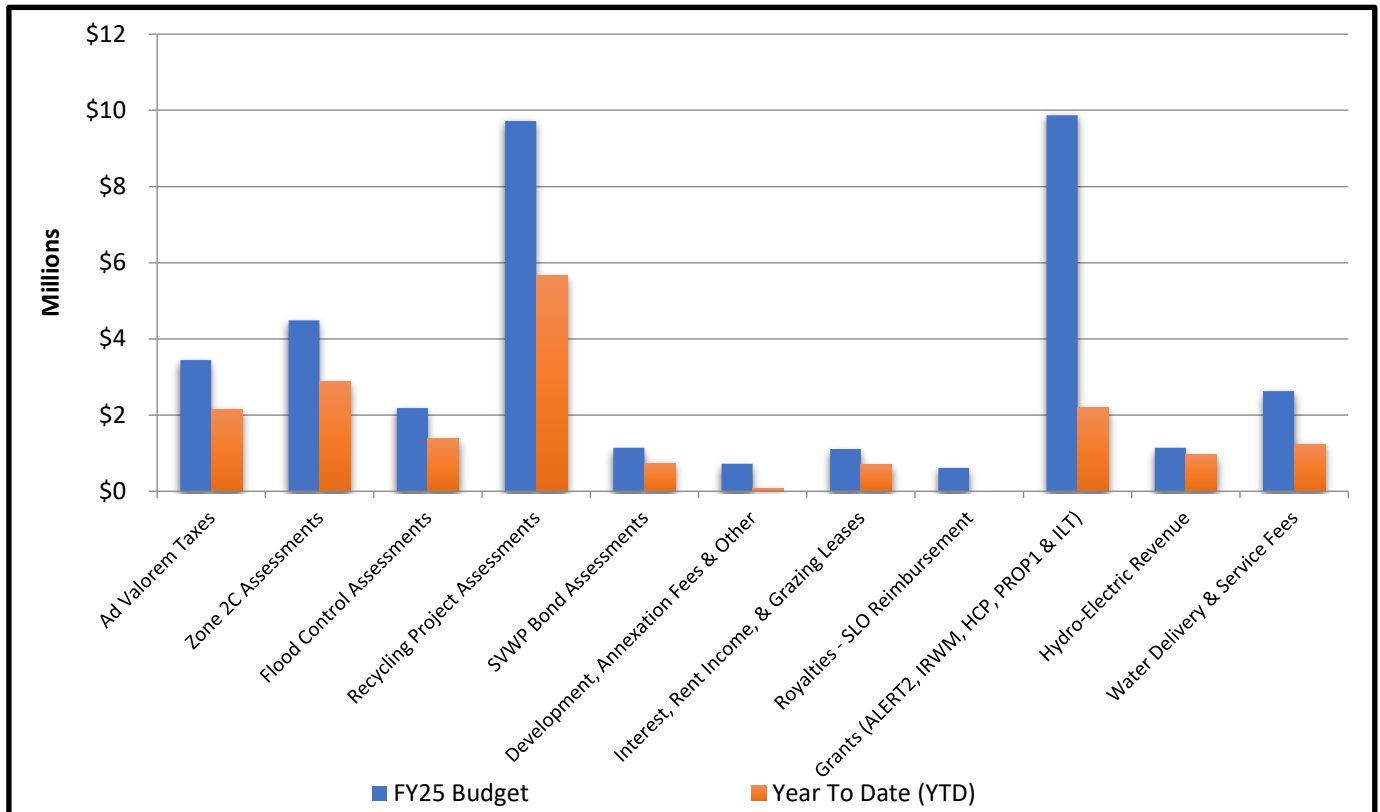
Budget Variance Analysis		
Category	Approved Budget	YTD Actual
Beginning Available Fund Balance	20,816,729	20,816,729
Revenues	42,154,850	17,926,305
Expenditures	48,759,795	22,018,959
Ending Available Fund Balance	14,211,784	16,724,074



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2024-25 FINANCIAL STATUS REPORT**

Revenue Variance

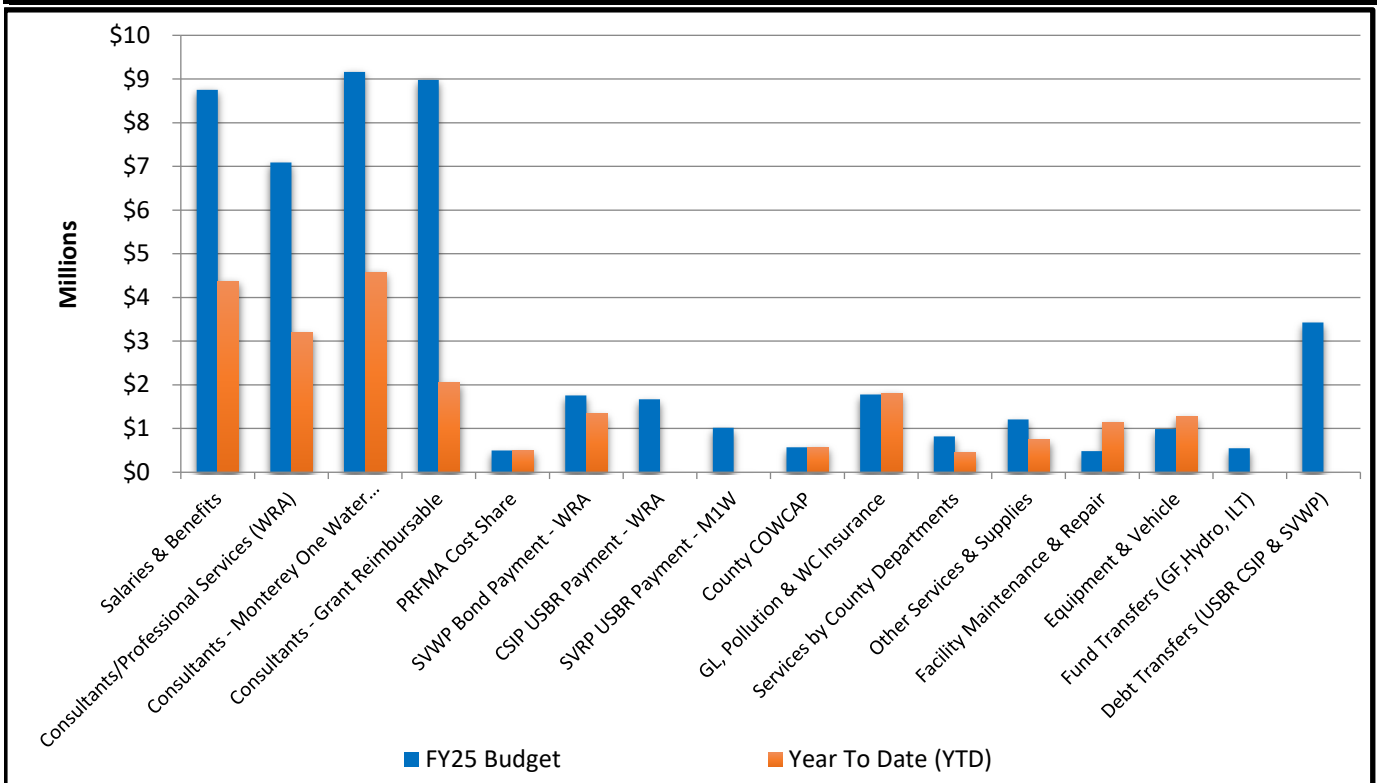
Revenue Variance by Source				
	FY25 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Ad Valorem Taxes	3,447,294	8.2%	2,153,912	62.5%
Zone 2C Assessments	4,485,633	10.6%	2,877,198	64.1%
Flood Control Assessments	2,187,167	5.2%	1,377,323	63.0%
Recycling Project Assessments	9,717,747	23.1%	5,656,446	58.2%
SVWP Bond Assessments	1,145,102	2.7%	730,977	63.8%
Development, Annexation Fees & Other	721,489	1.7%	64,618	9.0%
Interest, Rent Income, & Grazing Leases	1,107,175	2.6%	692,412	62.5%
Royalties - SLO Reimbursement	614,070	1.5%	0	0.0%
Grants (ALERT2, IRWM, HCP, PROP1 & ILT)	9,869,900	23.4%	2,186,886	22.2%
Hydro-Electric Revenue	1,140,961	2.7%	956,944	83.9%
Water Delivery & Service Fees	2,629,626	6.2%	1,229,588	46.8%
Transfers In (from other Agency Funds)	1,664,474	3.9%	0	0.0%
Debt Transfer (USBR CSIP & SVWP)	3,424,213	8.1%	0	0.0%
TOTAL:	42,154,850	100.0%	17,926,305	42.5%



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2024-25 FINANCIAL STATUS REPORT**

Expenditure Variance

Expenditure Variance by Type				
	FY25 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Salaries & Benefits	8,755,473	18.0%	4,371,652	49.9%
Consultants/Professional Services (WRA)	7,089,275	14.5%	3,190,695	45.0%
Consultants - Monterey One Water Contract Fee	9,163,033	18.8%	4,581,517	50.0%
Consultants - Grant Reimbursable	8,980,000	18.4%	2,052,046	22.9%
PRFMA Cost Share	494,778	1.0%	491,511	99.3%
SVWP Bond Payment - WRA	1,756,213	3.6%	1,341,919	76.4%
CSIP USBR Payment - WRA	1,668,000	3.4%	0	0.0%
SVRP USBR Payment - M1W	1,016,000	2.1%	0	0.0%
County COWCAP	573,662	1.2%	573,662	100.0%
GL, Pollution & WC Insurance	1,781,691	3.7%	1,809,769	101.6%
Services by County Departments	823,171	1.7%	451,661	54.9%
Other Services & Supplies	1,212,157	2.5%	740,189	61.1%
Facility Maintenance & Repair	481,315	1.0%	1,147,397	238.4%
Equipment & Vehicle	991,340	2.0%	1,266,941	127.8%
Fund Transfers (GF,Hydro, ILT)	549,474	1.1%	0	0.0%
Debt Transfers (USBR CSIP & SVWP)	3,424,213	7.0%	0	0.0%
TOTAL:	48,759,795	100.0%	22,018,959	45.2%



FY 2024-25 WRA Fund Balances

For Month Ending: January 31, 2025

% Monthly Time Elapsed: 100.00%

			FY2024-25 BUDGET				YEAR-TO-DATE Actual					
Fund	Unit	Fund Name	Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration	4,241,073	6,962,120	5,286,612	2,565,565	2,233,812	32.1%	3,036,113	57.4%	5,043,375	111
112	8484	Pajaro Levee	963,440	1,045,000	1,040,356	958,796	692,361	66.3%	861,699	82.8%	1,132,777	112
116	8485	Dam Operations	1,700,407	15,877,607	12,984,201	(1,192,999)	7,003,079	44.1%	4,307,957	33.2%	(994,714)	116
121	8486	Soledad Storm Drain	303,708	129,292	108,542	282,958	32,508	25.1%	58,988	54.3%	330,188	121
122	8487	Reclamation Ditch	1,301,112	1,968,504	2,040,285	1,372,893	1,571,117	79.8%	902,342	44.2%	632,337	122
124	8488	San Lorenzo Creek	36,598	254,482	246,811	28,927	25,782	10.1%	26,763	10.8%	37,579	124
127	8489	Moro Cojo Slough	411,271	582,491	322,261	151,041	139,190	23.9%	63,782	19.8%	335,863	127
130	8490	Hydro-Electric Ops	2,077,882	1,104,323	1,177,727	2,151,286	800,419	72.5%	985,892	83.7%	2,263,355	130
131	8491	CSIP Operations	2,439,324	7,133,033	6,163,072	1,469,363	2,467,291	34.6%	2,791,976	45.3%	2,764,010	131
132	8492	SVRP Operations	2,655,387	6,187,071	5,726,571	2,194,887	2,621,962	42.4%	3,649,020	63.7%	3,682,445	132
134	8493	SRDF Operations	2,669,678	3,717,282	3,595,965	2,548,361	2,822,109	75.9%	1,226,478	34.1%	1,074,047	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,036,746	1,756,213	1,756,213	1,036,746	1,341,919	76.4%	2,181	0.1%	(302,992)	313
426	8495	Interlake Tunnel	209,431	374,377	38,234	(126,712)	267,410	71.4%	13,112	34.3%	(44,867)	426
TOTAL:			20,816,729	48,759,795	42,154,850	14,211,784	22,018,959	45.2%	17,926,305	42.5%	16,724,074	





TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
FY 2024-25 Financial Status Report
through Period 07 - January 31, 2025.



YTD Total Revenues - FY25

As of January 31, 2025

17,926,305

Revenue Source	Amount	% Received
Ad-Valorem	2,153,912	12.0%
Assessments	10,641,944	59.4%
Permits, Fees and Other Fees	61,782	0.3%
Interest, Rent Income, & Grazing Leases	692,412	3.9%
Royalties - SLO Reimbursement	0	0.0%
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	2,186,886	12.2%
Hydro-Electric Revenue	956,944	5.3%
Water Delivery & Service Fees	1,229,588	6.9%
Fund Transfers In	0	0.0%
Other Revenue	2,837	0.0%
Fund Transfer (Debt Payments)	0	0.0%
Total	17,926,305	



FY24 vs FY25 Actual Revenues

Revenue as of January 31, 2024	18,576,829
As of January 31, 2025	17,926,305
Difference (Decrease)	(\$650,524)

Revenue Source	Amount
Ad-Valorem	101,494
Assessments	(104,586)
Permits, Fees and Other Fees	(3,259)
Interest, Rent Income, & Grazing Leases	208,569
Royalties - SLO Reimbursement	0
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	(262,085)
Hydro-Electric Revenue	361,538
Water Delivery & Service Fees	(41,082)
Fund Transfers In	(900,000)
Other Revenue	(11,113)
Fund Transfer (Debt Payments)	0
Total	(650,524)



Revenue Variance

Budgeted Revenue
As of January 31, 2025
Variance (Shortage)

\$42,154,850
\$17,926,305
(\$24,228,545)

Revenue Source	Amount	Reason
Ad-Valorem	(1,293,382)	62.48% received
Assessments	(6,893,705)	60.69% received
Permits, Fees and Other Fees	(199,342)	23.66% received
Interest, Rent Income, & Grazing Leases	(414,763)	62.54% received
Royalties - SLO Reimbursement	(614,070)	
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	(7,683,014)	22.16% received
Hydro-Electric Revenue	(184,017)	83.87% received
Water Delivery & Service Fees	(1,400,038)	46.76% received
Fund Transfers In	(1,664,474)	
Other Revenue	(457,529)	0.62% received
Fund Transfer (Debt Payments)	(3,424,213)	
Total	(24,228,545)	42.52% budgeted



Year To Date Expenditures - FY25

As of January 31, 2025

\$22,018,959

Expenditure Source	Amount	% Expended
Salaries & Benefits	\$4,371,652	19.9%
Consultants/Other Professional Services	\$3,190,695	14.5%
Monterey One Water Contract Fee	\$4,581,517	20.8%
GRANT - Consultants/Professional Services	\$2,052,046	9.3%
PRFMA Cost Share	\$491,511	2.2%
SVWP Bond Payment - WRA	\$1,341,919	6.1%
CSIP USBR Payment - WRA	\$0	0.0%
SVRP USBR Payment - M1W	\$0	0.0%
Other Charges - COWCAP	\$573,662	2.6%
GL & Pollution Insurance	\$1,809,769	8.2%
County Department Charges	\$451,661	2.1%
Other Services and Supplies	\$740,189	3.4%
Facility Maintenance & Repair	\$1,147,397	5.2%
Equipment & Vehicle -All	\$1,266,941	5.8%
Fund Transfer Out	\$0	0.0%
Transfer - Debt Payments	\$0	0.0%
Total	\$22,018,959	



Notable Expense For Consultants/Other Professional Services

Expenditures as of January 31, 2024	\$2,996,516
Total YTD Expenditures as of January 31, 2025	\$3,190,695
Difference (Increase)	\$194,179

Expenditure Source	FY 2024	FY 2025	Variance	Note
FUND 111	\$403,131	\$334,036	(69,095)	FY25 Decrease in US Geological Survey-water investigation
FUND 112	\$21,388	\$10,000	(11,388)	FY24 Paj PL84-99 Corp Engineers restore work completed
FUND 116	\$1,405,995	\$1,750,298	344,303	FY25 Increase \$78k Granite Rock (spillway), ICF-HCP \$277k
FUND 121	\$0	\$0	0	
FUND 122	\$144,832	\$93,167	(51,666)	FY25 Decrease in Industrial supply-Santa Rita pump repairs complete
FUND 124	\$20,982	\$4,546	(16,436)	FY25 Decrease in US Geology Survey
FUND 127	\$55,060	\$35,200	(19,860)	FY25 decrease Moss landing tide gate consulting
FUND 130	\$158,135	\$146,842	(11,293)	FY25 decrease in encumbrance Power Systems-plant testing
FUND 131	\$335,545	\$386,196	50,652	FY25 JDH Cathodic protection improvement- consulting fees
FUND 132	\$27,324	\$7,640	(19,685)	FY25 decrease in Auditing Svc
FUND 134	\$424,123	\$422,770	(1,353)	
Total	\$2,996,516	\$3,190,695	194,179	



FY24 vs FY25 Comparison

YTD Expenditures as of January 31, 2024	\$27,580,497
YTD Expenditures as of January 31, 2025	\$22,018,959
Difference (Decrease)	(\$5,561,538)

Expenditure Source	Reason	Amount
Salaries & Benefits	Increase	1,284,455
Consultants/Other Professional Services	Increase	194,179
Monterey One Water Contract Fee	Decrease	(4,975,798)
GRANT - Consultants/Professional Services	Increase	86,201
PRFMA Cost Share	Decrease	(633,761)
SVWP Bond Payment - WRA	Increase	23,500
CSIP USBR Payment - WRA		0
SVRP USBR Payment - M1W		0
Other Charges - COWCAP	Decrease	(1,256,230)
GL & Pollution Insurance	Increase	331,743
County Department Charges	Increase	39,628
Other Services and Supplies	Decrease	(208,532)
Facility Maintenance & Repair	Decrease	(98,860)
Equipment & Vehicle -All	Increase	551,937
Fund Transfer Out	Decrease	(900,000)
Transfer - Debt Payments		0
Total	Decrease	(5,561,538)



Expenditure Variance

Budgeted Expenditures	\$48,759,795
YTD Expenditures as of January 31, 2025	\$22,018,959
Difference (Shortage)	(\$26,740,836)

Expenditure Source	Amount	Note
Salaries & Benefits	(4,383,821)	49.9% budgeted
Consultants/Other Professional Services	(3,898,580)	45.0% budgeted
Monterey One Water Contract Fee	(4,581,517)	50.0% budgeted
GRANT - Consultants/Professional Services	(6,927,954)	22.9% budgeted
PRFMA Cost Share	(3,267)	
SVWP Bond Payment - WRA	(414,294)	76.4% budgeted
CSIP USBR Payment - WRA	(1,668,000)	
SVRP USBR Payment - M1W	(1,016,000)	
Other Charges - COWCAP	0	
GL & Pollution Insurance	28,078	101.6% budgeted
County Department Charges	(371,510)	54.9% budgeted
Other Services and Supplies	(471,968)	61.1% budgeted
Facility Maintenance & Repair	666,082	238.4% budgeted
Equipment & Vehicle -All	275,601	
Fund Transfer Out	(549,474)	remaining Year End transfer
Transfer - Debt Payments	(3,424,213)	
Total	(26,740,836)	45.2% Budgeted



Grants Revenue & Expenditures

Adopted vs YTD Revenue and Expenditures as of January 31, 2025

Grant Name	Rev Budget	Actual Rev	YTD Rev Total	Variance %	Exp Budget	Actual Exp	YTD Exp Total	Variance %
SVBGSA GRANT	1,890,000	(18,926)	425,952	22.5%	1,604,000	32,946	295,143	18.4%
Carmel River Flood Study	230,000			0.0%	230,000			0.0%
San Antonio Dam-\$16.1M	1,717,500			0.0%	1,650,000	180	5,125	0.3%
Nacimiento Dam -\$6M	2,961,400	278,278	278,278	9.4%	2,520,000	66,054	777,761	30.9%
IRWM	280,000	47,963	144,452	51.6%	280,000	59,686	145,961	52.1%
2019 Section 6 HCP	0		312,898	0.0%	0			0.0%
2021 Section 6 HCP	501,000	33,864	177,940	35.5%	441,000	85,437	147,583	33.5%
FIRO Grant	230,000			0.0%	170,000			0.0%
Weather Modification	170,000			0.0%	160,000			0.0%
Flood inundation mapping	180,000			0.0%	275,000			0.0%
PROP 1 Well Destruction	810,000	55,638	332,356	41.0%	750,000		555,165	74.0%
Federal Aid (FEMA, etc)	900,000			0.0%	900,000			0.0%
Interlake Tunnel	0			0.0%	0		125,307	0.0%
CITY OF SALINAS (ERF)	0		8,281	0.0%	0			0.0%
NFWF Grant	0		22,730	0.0%	0			0.0%
Pajaro Coastal Watershed & Subventions	0		484,000	0.0%	0			0.0%
Total	9,869,900	396,819	2,186,886	22.2%	8,980,000	244,302	2,052,046	22.9%



FY 2024-25 WRA Fund Balances

For Month Ending: January 31, 2025

% Monthly Time Elapsed: 100.00%

Fund	Unit	Fund Name	FY2024-25 BUDGET				YEAR-TO-DATE Actual				Estimated Current Fund Balance	Fund
			Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received		
111	8267	WRA Administration	4,241,073	6,962,120	5,286,612	2,565,565	2,233,812	32.1%	3,036,113	57.4%	5,043,375	111
112	8484	Pajaro Levee	963,440	1,045,000	1,040,356	958,796	692,361	66.3%	861,699	82.8%	1,132,777	112
116	8485	Dam Operations	1,700,407	15,877,607	12,984,201	(1,192,999)	7,003,079	44.1%	4,307,957	33.2%	(994,714)	116
121	8486	Soledad Storm Drain	303,708	129,292	108,542	282,958	32,508	25.1%	58,988	54.3%	330,188	121
122	8487	Reclamation Ditch	1,301,112	1,968,504	2,040,285	1,372,893	1,571,117	79.8%	902,342	44.2%	632,337	122
124	8488	San Lorenzo Creek	36,598	254,482	246,811	28,927	25,782	10.1%	26,763	10.8%	37,579	124
127	8489	Moro Cojo Slough	411,271	582,491	322,261	151,041	139,190	23.9%	63,782	19.8%	335,863	127
130	8490	Hydro-Electric Ops	2,077,882	1,104,323	1,177,727	2,151,286	800,419	72.5%	985,892	83.7%	2,263,355	130
131	8491	CSIP Operations	2,439,324	7,133,033	6,163,072	1,469,363	2,467,291	34.6%	2,791,976	45.3%	2,764,010	131
132	8492	SVRP Operations	2,655,387	6,187,071	5,726,571	2,194,887	2,621,962	42.4%	3,649,020	63.7%	3,682,445	132
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303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,036,746	1,756,213	1,756,213	1,036,746	1,341,919	76.4%	2,181	0.1%	(302,992)	313
426	8495	Interlake Tunnel	209,431	374,377	38,234	(126,712)	267,410	71.4%	13,112	34.3%	(44,867)	426
TOTAL:			20,816,729	48,759,795	42,154,850	14,211,784	22,018,959	45.2%	17,926,305	42.5%	16,724,074	





TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
FY 2024-25 Financial Status Report
through Period 7 - January 31, 2025.







County of Monterey

Item No.6

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-027

March 07, 2025

Introduced: 2/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Fiscal Year 2024-2025 Hydroelectric Revenue Summary. (Staff Presenting: Nora Cervantes)

HYDROELECTRIC REVENUE

Imbalance explanation:

The imbalance energy reconciliation is a mechanism contemplated in the contract (based on Exhibit 2 of the Power Purchase Agreement between NCPA and MCWRA) that determines which party pays for imbalances between the meter and the CAISO market schedules:

If the meter is greater than the schedule, then MCWRA pays the difference at the CAISO market RTD LMP (at the resource's PNode);

If the meter is less than the CAISO market schedule, then NCPA pays the difference at the CAISO market DA LMP (at the resource's PNode).

Agency needs to be precise on its power scheduling to minimize imbalances

Exhibit 2

CONTRACT PRICE

Pursuant to Section 3.1(a) and 3.1(c) Buyer shall pay Seller for the Output based on the Contract Price set forth below for the applicable delivery period, subject to adjustment based on the imbalance energy settlement adjustment equations set forth below to account for the differences between Scheduled forecasted Output and metered Output during each applicable ISO settlement interval.

CONTRACT YEAR	PRICE (\$/MWh)
2014	\$ 75.00
2015	\$ 76.13
2016	\$ 77.27
2017	\$ 78.43
2018	\$ 79.60
2019	\$ 80.80
2020	\$ 82.01
2021	\$ 83.24
2022	\$ 84.49
2023	\$ 85.75
2024	\$ 87.04
2025	\$ 88.35
2026	\$ 89.67
2027	\$ 91.02
2028	\$ 92.38
2029	\$ 93.77
2030	\$ 95.17
2031	\$ 96.60
2032	\$ 98.05
2033	\$ 99.52

1. Imbalance Energy Settlement Adjustment

a) If Generating Facility Output MWh_{metered} is greater than Scheduled $MWh_{\text{physical trade}}$ then Seller shall pay to Buyer the following imbalance energy settlement adjustment for each applicable ISO settlement interval:

a. $\max(\$0, \text{RTLMP}_{\text{node}}) * \max(0, MWh_{\text{metered}} - MWh_{\text{physical trade}})$

i. Where:

1. $RTLMP_{node}$ is the real-time locational marginal price at the Delivery Point for the applicable ISO settlement interval;
2. $MWh_{metered}$ is the actual metered Output from the Generating Facility for the applicable ISO settlement interval; and
3. $MWh_{physical\ trade}$ is the Scheduled forecasted Output of the Generating Facility for the applicable ISO settlement interval provided from Seller's Scheduling Coordinator to Buyer's Scheduling Coordinator through the use of an Inter-SC Trade submitted in the day-ahead market time frame.

b) If Generating Facility Output $MWh_{metered}$ is less than Scheduled $MWh_{physical\ trade}$ then Buyer shall pay to Seller the following imbalance energy settlement adjustment for each applicable ISO settlement interval:

a. $DALMP_{node/APN} * \max(0, MWh_{physical\ trade} - MWh_{metered})$

i. Where:

1. $DALMP_{node/APN}$ is the day-ahead locational marginal price calculated by the ISO at the Delivery Point, the aggregated pricing node (e.g., NP15 EZ Gen Hub), or a combination of such price, based on the quantity and location of the $MWh_{physical\ trade}$ for the applicable ISO settlement interval;
2. $MWh_{metered}$ is the actual metered Output from the Generating Facility for the applicable ISO settlement interval; and
3. $MWh_{physical\ trade}$ is the Scheduled forecasted Output of the Generating Facility for the applicable ISO settlement interval provided from Seller's Scheduling Coordinator to Buyer's Scheduling Coordinator through the use of an Inter-SC Trade submitted in the day-ahead market time frame.

HYDROELECTRIC REVENUE

JULY 2023 - JUNE 2024 (FY 2023-2024)

Month	Energy Amount (\$85.75/MWh)	Energy Generated MWh	Billed Date	CR#	Received Date	Imbalance Energy Reconciliation	RECs Generated	Total Revenue
July, 2023	\$156,072.56	1,829.090	11/6/2023	188699	12/1/2023	(\$2,783.18)	1,829	\$153,289.38
August, 2023	\$238,137.70	2,777.120	12/5/2023	189822	1/2/2024	\$48.33	2,777	\$238,186.03
September, 2023	\$222,285.65	2,592.250	1/4/2024	191232	2/5/2024	(\$2,720.18)	2,592	\$219,565.47
October, 2023	\$168,837.52	1,968.950	2/9/2024	192678	3/7/2024	(\$8,333.93)	1,969	\$160,503.59
November, 2023	\$12,815.21	149.450	3/6/2024	193768	4/3/2024	(\$1,037.26)	149	\$11,777.95
December, 2023	\$5.59	0.070	4/11/2024	195414	5/7/2024	\$514.54	0	\$520.13
January, 2024	\$10,359.59	119.02	5/21/2024	197144	6/18/2024	(\$810.57)	119	\$9,549.02
February, 2024	\$10,398.75	119.47	6/4/2024	11852	7/2/2024	(\$749.38)	119	\$9,649.37
March, 2024	\$163,528.10	1,878.77	7/5/2024	12219	8/2/2024	(\$2,012.78)	1,879	\$161,515.32
April, 2024	\$186,707.40	2,145.08	8/7/2024	12458	8/29/2024	(\$2,821.96)	2,145	\$183,885.44
May, 2024	\$250,568.31	2,878.77	9/4/2024	12562	10/1/2024	(\$1,192.64)	2,879	\$249,375.67
June, 2024	\$226,683.67	2,604.36	10/9/2024	12618	11/5/2024	(\$393.49)	2,604	\$226,290.18
	\$1,646,400.05	19,062.399				(\$22,292.50)	19,062	\$1,624,107.55

* Energy rate change from \$85.75 per MWh to \$87.04 per MWh (1.5% increase)

REC = Renewable Energy Certificates

MWh = Mega Watt Hour of electric energy

HYDROELECTRIC REVENUE

JULY 2024 - JUNE 2025 (FY 2024-2025)

Month	Energy Amount (\$85.75/MWh)	Energy Generated MWh	Billed Date	CR#	Received Date	Imbalance Energy Reconciliation	RECs Generated	Total Revenue
July, 2024	\$244,706.60	2,811.430	11/8/2024	203542	12/5/2024	(\$2,048.49)	2,811	\$242,658.11
August, 2024	\$240,401.06	2,761.960	12/10/2024	204655	1/7/2025	(\$2,080.04)	2,762	\$238,321.02
September, 2024	\$201,626.02	2,316.475	1/13/2025	205891	2/6/2025	(\$250.79)	2,316	\$201,375.23
October, 2024	\$19,534.64	224.433	2/7/2025			(\$697.73)	224	\$18,836.91
November, 2024							0	\$0.00
December, 2024							0	\$0.00
January, 2025							0	\$0.00
February, 2025							0	\$0.00
March, 2025							0	\$0.00
April, 2025							0	\$0.00
May, 2025							0	\$0.00
June, 2025							0	\$0.00
	\$706,268.32	8,114.298				(\$5,077.05)	8,114	\$701,191.27

* Energy rate change from \$85.75 per MWh to \$87.04 per MWh (1.5% increase)

REC = Renewable Energy Certificates

MWh = Mega Watt Hour of electric energy



County of Monterey

Item No.7

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-030

March 07, 2025

Introduced: 3/2/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

FY2025-26 Preliminary Budget. (Staff Presenting: Nan Kim)



County of Monterey

Item No.8

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 25-028

March 07, 2025

Introduced: 2/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Set next meeting date and discuss future agenda items.