

County of Monterey

*Saffron Room
1441 Schilling Place
Salinas, Ca 93901*



Meeting Agenda

Friday, September 5, 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:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US

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.

6. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Thursday before the meeting to: WRAPubliccomment@countyofmonterey.gov. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Finance Committee date and agenda number in the subject line.

7. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Thursday before the meeting at WRAPubliccomment@countyofmonterey.gov.. (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)

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:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números:

924 0351 0520 PASSWORD: 404237 . Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione * 9 en su teclado.

TENGA EN CUENTA: SI TODOS MIEMBROS DEL COMITÉ DE FINANZAS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA TRANSMISIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITE DE FINANZAS PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

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 límite 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 August 1, 2025.

Attachments: [draft Finance Minutes August 1, 2025](#)

Scheduled Items

2. Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Sub-grant Disbursement Agreement with the Castroville Community Services District Sub-grantee to extend the term to June 30, 2027 and update the submittal schedule for progress reports and invoices; and authorize the General Manager to execute up to two no-cost amendments to the Sub-grant Agreement. (Presenter: Amy Woodrow)

Attachments: [Board Report](#)
[Grant Agreement Amendment No. 4](#)
[Amendment No. 2](#)

3. Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Sub-grant Disbursement Agreement with the City of Salinas to extend the term to June 30, 2027; and authorize the General Manager to execute up to two no-cost amendments to the Sub-grant Agreement. (Presenter: Amy Woodrow)

Attachments: [Board Report](#)
[Grant Agreement Amendment No.4](#)
[Amendment No. 2](#)

4. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Professional Service Agreement with Kennedy Jenks Consultants, Inc. for the CSIP Condition Assessment Project, to extend the term length to July 1st, 2027, and a dollar increase of \$94,271 for a total contract amount not to exceed \$193,971; and authorize the General Manager to execute Amendment No. 1. (Presenter: Pete Vannerus)

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

5. Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with TCB Industrial, Inc., (TCB), to increase the dollar amount by \$275,000 for a total contract amount not-to-exceed \$640,000 to provide maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2. (Presenter: Manuel Saavedra)

Attachments: [Board Report](#)
[Original Agreement for Services](#)
[Amendment No.1](#)
[Amendment No. 2](#)

6. Consider recommending that the Board of Directors of the Monterey County Water Resources Agency approve the annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work in Monterey County in the projected amount of \$256,210 subject to review and approval by County Counsel; and authorize the General Manager to execute Agreement. (Presenter: Joey Klein)

Attachments: [Board Report](#)
[Joint Funding Agreement](#)
[Draft Funding Table for FY 2025-2026](#)

7. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Groundwater Well Consulting Services, to add 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. (Presenter: Pete Vannerus)

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

8. Consider recommending that the Board of Directors approve Agreements for Services with the project team including GEI Consultants, Inc. and Sonoma Water for the combined project total dollar amount of \$400,000 for work to be performed related to the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project* (Project). (Presenter: Jason Demers)

Attachments: [Board Report](#)

9. Consider receiving the FY2024-25 Financials for All Agency Funds Preliminary Closing. (Presenter: Nan Kim)

Attachments: [WRA FY2024-25 Financial Report](#)
[WRA Financial FY2024-25 preliminary closing PPT](#)

10. Consider receiving the FY2025-26 Financials for All Agency Funds AP 1. (Presenter: Nan Kim)

Attachments: [WRA FY2025-26 Financial Report AP1](#)
[WRA Financial FY25-AP1 PPT](#)

Calendar

11. 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 25-065

September 05, 2025

Introduced: 8/27/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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

County of Monterey

*Saffron Room
1441 Schilling Place
Salinas, Ca 93901*



Meeting Minutes

Friday, August 1, 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:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

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.

6. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Thursday before the meeting to: WRAPubliccomment@countyofmonterey.gov. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Finance Committee date and agenda number in the subject line.

7. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Thursday before the meeting at WRAPubliccomment@countyofmonterey.gov. (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)

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:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 924 0351 0520 PASSWORD: 404237 . Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione * 9 en su teclado.

TENGA EN CUENTA: SI TODOS MIEMBROS DEL COMITÉ DE FINANZAS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA TRANSMISIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITE DE FINANZAS PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

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 límite 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

The meeting was called to order at 8:31 a.m.

Roll Call

Present: John Baillie, Mark Gonzalez
Absent: Mike LeBarre, Matthew Simis

Public Comment

None

Committee Member Comments

John Baillie

Consent Calendar

Upon the Motion by Mark Gonzalez, Second by John Baillie the committee approved the Consent

Calendar of the Finance Committee meeting.

Ayes: Mark Gonzalez, John Baillie

Noes: None

Absent: Matthew Simis, Mike LeBarre

Abstained: None

Committee Member Comments: None

Staff Comments: None

Public Comments: None

1. Approve the Minutes of the Finance Committee meeting on June 6, 2025.

Attachments: [draft Finance Minutes June 6, 2025](#)

Scheduled Items

2. Consider receiving the FY24 -25 Period 12 through June 30, 2025 Financials for All Agency Funds. (Staff Presenting: Nora Cervantes)

Attachments: [FY25 Monthly Reports](#)

[Financial FY2024-25 AP12 PPT](#)

Upon the Motion by Mark Gonzalez, Second by John Baillie the committee received the FY24-25 Period 12 through June 30, 2025 Financials for All Agency Funds.

Ayes: Mark Gonzalez, John Baillie

Noes: None

Absent: Mike LeBarre, Matthew Simis

Abstained: None

Committee Member Comments: John Baillie, Mark Gonzalez

Staff Comments: None

Public Comments: None

3. Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with Fieldman, Rolapp and Associates, Inc., to extend the term of the contract from August 3, 2028, to December 31, 2028, increase the dollar amount by \$75,000 for a total contract amount not to exceed \$165,000 for financial management services; and authorize the General Manager to execute the amendment. (Staff Presenting: Ara Azhderian)

Attachments: [Board Report](#)

[Original Agreement for Services](#)

[Amendment No. 1](#)

[Revised Scope of Services](#)

Upon the Motion by Mark Gonzalez, Second by John Baillie the committee recommended no action; move item forward to be heard at Board of Directors.

Ayes: Mark Gonzalez, John Baillie

Noes: None

Absent: Mike LeBarre, Matthew Simis
Abstained: None

Committee Member Comments: John Baillie, Mark Gonzalez
Staff Comments: None
Public Comments: None

4. Consider authorizing Amendment No. 3 to the Professional Services Agreement with GEI Consultants, Inc., to increase the dollar amount by \$249,676 for a total contract amount not-to-exceed \$477,296; and extend the term of the Agreement to December 31, 2027, to provide engineering services for Nacimiento Dam including design of a penstock protection wall; and authorize the General Manager to execute the Amendment. (Staff Presenting: Mark Foxworthy)

Attachments: [Board Report](#)
[Amendment No. 3](#)
[Amendment No. 2](#)
[Amendment No. 1](#)
[Original Agreement for Professional Services](#)

Upon the Motion by Mark Gonzalez, Second by John Baillie the committee authorized Amendment No. 3 to the Professional Services Agreement with GEI Consultants, Inc., to increase the dollar amount by \$249,676 for a total contract amount not-to- exceed \$477,296; and extend the term of the Agreement to December 31, 2027, to provide engineering services for Nacimiento Dam including design of a penstock protection wall; and authorize the General Manager to execute the Amendment.

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

Committee Member Comments: Mark Gonzalez
Staff Comments: None
Public Comments: None

Status Reports

5. Update on the development of a service agreement with the Salinas Valley Basin Groundwater Sustainability Agency. (SVBGSA) (Staff: Amy Woodrow)

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

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

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

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

7. Monterey One Water May 2025 Expenditures Report. (Monterey One Staff)

Attachments: [May 2025 Expenditures Report](#)

Committee Member Comments: Mark Gonzalez, John Baillie

Staff Comments: None

Public Comments: None

Calendar

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

Adjournment

The meeting adjourned at 9:49 a.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 25-066

September 05, 2025

Introduced: 8/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Sub-grant Disbursement Agreement with the Castroville Community Services District Sub-grantee to extend the term to June 30, 2027 and update the submittal schedule for progress reports and invoices; and authorize the General Manager to execute up to two no-cost amendments to the Sub-grant Agreement. (Presenter: Amy Woodrow)

RECOMMENDATION:

It is recommended that the Finance Committee:

- a. Recommend that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Subgrant Disbursement Agreement with the Castroville Community Services District Sub-grantee to extend the term to June 30, 2027 and update the submittal schedule for progress reports and invoices; and
- b. 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 Sub-grant Agreement.

SUMMARY/DISCUSSION:

In 2021, the Monterey County Water Resources Agency ("Agency") was awarded \$3,462,861 in Proposition 1 Round 1 Integrated Regional Water Management ("IRWM") Implementation grant funds by the State of California, Department of Water Resources ("DWR").

The Agency is the implementing agency for administration of agreement number 4600013799 ("Agreement"). This role involves administration of the IRWM grant funds and coordination with other project-specific implementing agencies for the projects covered in the Agreement's Work Plan, which include the City of Salinas, Castroville Community Services District ("CCSD"), and Resource Conservation District of Monterey County ("RCDMC"). Sub-grant agreements with each of these entities were executed in 2021 to disburse the IRWM funds allocated in the Agreement for each project. Specifically, in January 2021, the Agency entered into a sub-grant agreement with the CCSD for Project 1: Emergency Deep Aquifer Supply and Storage Tank Project.

Amendments to the Primary Agreement

To-date, the Agency has completed four amendments to the Agreement with DWR.

In April 2022, Amendment 1 to the Agreement was executed to reflect a correction in Project Representatives and make a budget adjustment to Project 3 (implemented by RCDMC), reallocating funds between budget categories but retaining the same overall agreement amount.

In July 2023, Amendment 2 to the Agreement was executed to extend the term of the agreement to July 31, 2025.

In May 2025, Amendment 3 to the Agreement was completed to make a non-material change to the budget of Project 3, reallocating funds between budget categories but retaining the same overall agreement amount.

In July 2025, Amendment 4 to the Agreement was completed to extend the term of the agreement to June 30, 2027 and change the frequency of progress reporting and invoicing from quarterly to monthly (Attachment 1).

As a result of Amendment 4, the Agency needs to amend its sub-grant disbursement with the CCSD to reflect the extended Agreement term and updated submittal schedule for progress reports and invoices.

CCSD Sub-Grant Agreement

In January 2021, a sub-grant agreement with the CCSD was executed.

In March 2023, Amendment 1 to the sub-grant agreement with the CCSD was completed to extend the term of the agreement and update contact information for Agency representatives.

Amendment 2 to the sub-grant agreement would extend the term to June 30, 2027 (Attachment 2).

Agency efforts on the work covered by the IRWM Agreement align with Agency Strategic Plan Goal C - Strategy 6: Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

California Department of Water Resources and Castroville Community Services District

FINANCING:

There is no financial impact to the Agency as a result of Amendment 2 to the sub-grant amendment. No cost share is required for the Agency's role in administration of the IRWM grant and the IRWM grant funds are included in the Fiscal Year 2025-2026 Adopted Budget. The total amount estimated for the Agreement in the current fiscal year is \$20,000 in expenditures and \$20,000 in grant revenue.

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

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

Attachments:

1. Grant Agreement between the State of California (Department of Water Resources) and

Monterey County Water Resources Agency Agreement Number 4600013799 Proposition 1 Round 1
Integrated Regional Water Management (IRWM) Implementation Grant Amendment 4

2. Amendment No. 2 to the Proposition 1 Integrated Regional Water Management Sub-Grant
Disbursement Agreement between Monterey County Water Resources Agency and the Castroville
Community Services District Sub-grante



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAFIN 25-066

September 05, 2025

Introduced: 8/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Sub-grant Disbursement Agreement with the Castroville Community Services District Sub-grantee to extend the term to June 30, 2027 and update the submittal schedule for progress reports and invoices; and authorize the General Manager to execute up to two no-cost amendments to the Sub-grant Agreement.

RECOMMENDATION:

It is recommended that the Finance Committee:

- a. Recommend that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Subgrant Disbursement Agreement with the Castroville Community Services District Sub-grantee to extend the term to June 30, 2027 and update the submittal schedule for progress reports and invoices; and
- b. 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 Sub-grant Agreement.

SUMMARY/DISCUSSION:

In 2021, the Monterey County Water Resources Agency ("Agency") was awarded \$3,462,861 in Proposition 1 Round 1 Integrated Regional Water Management ("IRWM") Implementation grant funds by the State of California, Department of Water Resources ("DWR").

The Agency is the implementing agency for administration of agreement number 4600013799 ("Agreement"). This role involves administration of the IRWM grant funds and coordination with other project-specific implementing agencies for the projects covered in the Agreement's Work Plan, which include the City of Salinas, Castroville Community Services District ("CCSD"), and Resource Conservation District of Monterey County ("RCDMC"). Sub-grant agreements with each of these entities were executed in 2021 to disburse the IRWM funds allocated in the Agreement for each project. Specifically, in January 2021, the Agency entered into a sub-grant agreement with the CCSD for Project 1: Emergency Deep Aquifer Supply and Storage Tank Project.

Amendments to the Primary Agreement

To-date, the Agency has completed four amendments to the Agreement with DWR.

In April 2022, Amendment 1 to the Agreement was executed to reflect a correction in Project Representatives and make a budget adjustment to Project 3 (implemented by RCDMC), reallocating funds between budget categories but retaining the same overall agreement amount.

In July 2023, Amendment 2 to the Agreement was executed to extend the term of the agreement to July 31, 2025.

In May 2025, Amendment 3 to the Agreement was completed to make a non-material change to the budget of Project 3, reallocating funds between budget categories but retaining the same overall agreement amount.

In July 2025, Amendment 4 to the Agreement was completed to extend the term of the agreement to June 30, 2027 and change the frequency of progress reporting and invoicing from quarterly to monthly (Attachment 1).

As a result of Amendment 4, the Agency needs to amend its sub-grant disbursement with the CCSD to reflect the extended Agreement term and updated submittal schedule for progress reports and invoices.

CCSD Sub-Grant Agreement

In January 2021, a sub-grant agreement with the CCSD was executed.

In March 2023, Amendment 1 to the sub-grant agreement with the CCSD was completed to extend the term of the agreement and update contact information for Agency representatives.

Amendment 2 to the sub-grant agreement would extend the term to June 30, 2027 (Attachment 2).

Agency efforts on the work covered by the IRWM Agreement align with Agency Strategic Plan Goal C - Strategy 6: Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

California Department of Water Resources and Castroville Community Services District

FINANCING:

There is no financial impact to the Agency as a result of Amendment 2 to the sub-grant amendment. No cost share is required for the Agency's role in administration of the IRWM grant and the IRWM grant funds are included in the Fiscal Year 2025-2026 Adopted Budget. The total amount estimated for the Agreement in the current fiscal year is \$20,000 in expenditures and \$20,000 in grant revenue.

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

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

Attachments:

1. Grant Agreement between the State of California (Department of Water Resources) and

Monterey County Water Resources Agency Agreement Number 4600013799 Proposition 1 Round 1
Integrated Regional Water Management (IRWM) Implementation Grant Amendment 4

2. Amendment No. 2 to the Proposition 1 Integrated Regional Water Management Sub-Grant
Disbursement Agreement between Monterey County Water Resources Agency and the Castroville
Community Services District Sub-grante

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT NUMBER 4600013799
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
AMENDMENT 4**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Monterey County Water Resources Agency a public agency. in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by June 30, 2027 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after September 30, 2027.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,462,861.
- 4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) BASIC CONDITIONS.
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.

- B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program Guidelines (2019 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Monthly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Monthly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.
 - iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project

construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 26, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee’s or LPS’ organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, “Basic Conditions” are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a “wet signature” for costs incurred, including Local Cost Share, and timely Monthly Progress Reports as required by Paragraph 14, “Submission of Reports.” Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Monthly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
 - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
- i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.

3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
 - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
 - D. Failure to deposit funds in a non-interest-bearing account.
 - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
 - F. Inappropriate use of funds, as deemed by DWR.
 - G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default

Provisions,” the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee’s refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, “Default Provisions.” If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee’s obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit monthly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, “Continuing Eligibility.”

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State’s website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
 - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
 - E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
 - F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State’s Project Manager and shall be submitted via the DWR “Grant Review and Tracking System” (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, “Report Formats and Requirements.” The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Monthly Progress Reports: The Grantee shall submit monthly Progress Reports to meet the State’s requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State’s Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee’s activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar month.
 - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, “Advanced Payment.”
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”
- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
 Manager, Division of Regional Assistance
 P.O. Box 942836
 Sacramento, CA 94236-0001
 Phone: (916) 653-4736
 Email: Arthur.Hinojosa@water.ca.gov

Monterey County Water Resources Agency

Ara Azhderian
 General Manager
 1441 Schilling Place
 Salinas, CA 93901
 (831) 755-4864
 Email: AzhderianA@countyofmonterey.gov

Direct all inquiries to the Project Manager:

Department of Water Resources

Angela Murvine
Engineering Geologist
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9996
Email: Angela.Murvine@water.ca.gov

Monterey County Water Resources Agency

Amy Woodrow
Senior Water Resources Hydrologist
1441 Schilling Place
Salinas, CA 93901
Phone: (831) 204-6218
Email: WoodrowA@countyofmonterey.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Manager,
Division of Regional Assistance

7/18/2025
Date _____

MONTEREY COUNTY WATER
RESOURCES AGENCY



Ara Azhderian
General Manager

7/18/2025
Date _____

EXHIBIT A WORK PLAN

PROPOSITION 1 ROUND 1 GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT

Grant Administration

IMPLEMENTING AGENCY: Monterey County Water Resources Agency

DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Monthly or quarterly invoices, as needed, and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Progress Reports
- Grant Completion Report

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project**IMPLEMENTING AGENCY:** Castroville Community Services District (District)

PROJECT DESCRIPTION: The purpose of the Emergency Deep Aquifer Supply and Storage Tank Project is to provide a safe and reliable water supply for Castroville. The project includes the planning, design and construction of three components: Deep Aquifer Well (1,400 feet), Arsenic Treatment System, and a Storage Tank (640,000 gallons). The District will construct a potable water storage tank at the Well No. 4 site to provide approximately 640,000 gallons of additional storage and operational redundancy. The existing water supply is being degraded by saltwater intrusion and has exceeded safe drinking water standards for Chloride. In 2018, detection reached up to 733 milligrams per liter (mg/L), well above the recommended maximum contaminant limit of 250 mg/L. The project will provide approximately 300 acre-feet per year (AFY) of clean drinking water to the community of Castroville and increase water reliability.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – The District will fund land acquisition from existing reserves set aside for the implementation of this water supply project.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process. The preliminary studies and work required to support project design and CEQA/permitting include a Hydrogeologic Evaluation, Topographic and Boundary Survey, and Geotechnical Investigation.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

An amendment to the State Water Resources Control Board Domestic Water Supply Permit is anticipated.

Deliverables:

- Permits as required

Task 7: Design

The Design Engineer will prepare contract documents for the 30% Design submittal. Plans will be sufficiently detailed to adequately describe the project scope and provide a basis for the District's review. The 30% Design documents will be used by the Design-Build Contractor identified in construction.

Deliverables:

- 30% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. The contract will be a design-build contract for this project. The Design-Build Contractor will utilize the 30% Design Documents identified in Design to prepare Design Development Documents.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed
- 100% Design Plans and Specifications

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

11(a): Mobilization and Demobilization: This will include preparatory work that is performed prior to starting work on various bid items of the project (e.g., security fencing, mobilizing equipment to the site, staging construction equipment and supplies, etc.) and after completion of various bid items of the project (e.g., removing equipment and restoring the site to pre-construction conditions).

11(b): Site preparation: Site preparation will include removing existing materials and vegetation and establishing site security prior to the start of construction.

11(c): Construction: Includes site improvements, install an approximately 640,000-gallon storage tank, install a new groundwater well, arsenic treatment system, connection to the existing water system and associated civil, mechanical, and electrical items necessary to operate the new system.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley**IMPLEMENTING AGENCY:** Monterey County Water Resources Agency**PROJECT DESCRIPTION:** The purpose of this project is to develop decision support tools that will enable the Grantee to improve reservoir operations and better plan for future conditions, particularly considering anticipated impacts of climate change. Through a qualitative, quantitative, and policy analysis of streamflow and reservoir operations, this project will identify how reservoir operations at Nacimiento and San Antonio reservoirs, river diversions along the Salinas River, and groundwater extractions in the Salinas Valley impact instream flows in the Salinas River. The analysis will then be used to develop a water management plan that considers all the necessary uses for this water. The intended outcome is the development of re-operation protocols.**Budget Category (a): Project Administration**Task 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

A Notice of Exemption was completed for this project in December of 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting – Not applicable

Task 7: Project Monitoring Plan – Not applicable

Budget Category (d): Construction/Implementation

Task 8: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract.

Deliverables:

- Bid Documents, if necessary
- Proof of Advertisement, if necessary
- Award of Contract, if necessary

Task 9: Setting Description

This task will provide a description of the geologic setting of the Salinas Valley relevant to both geomorphic and hydrologic conditions impacting instream flows within the project area and will include a review of previous studies and relevant current projects and investigations. A qualitative analysis will be supplemented using a recently developed integrated hydrogeologic model (Salinas Valley Integrated Hydrologic Model, USGS 2018) to provide a detailed description of reach-by-reach water budgets of surface water flow regimes throughout historical hydrologic periods.

This task will re-evaluate steelhead passage flow criteria within the study area. Current river conditions will be assessed to identify areas of critical passage needs and evaluated to identify the flow necessary to provide for passage of adult and juvenile steelhead during the migration season(s). It is anticipated that drone technology using 3D mapping will be utilized to identify the critical passage areas with field verification as necessary. The final methodology will be determined with the consultant identified to assist with the project.

Both historical and current groundwater extractions within the study area will be evaluated utilizing the hydrogeologic model to quantify the impacts of these operations on instream flows. The hydrologic components of a flow management plan necessary to ensure the maintenance of surface water flows to support uses of the water (e.g., environmental, agricultural, groundwater, etc.) will be developed.

Deliverables:

- Technical Memorandum

Task 10: Public Outreach

The primary goal of this task is to have stakeholder engagement and participation that creates widespread support for the goals and content of the re-operation protocols. The program includes a series of conversations with different focal points and levels of information that culminate in a plan that is accepted and understood among a diverse range of Salinas River System stakeholders. A Stakeholder Planning Group will be organized and stakeholders representing all of the major interests in the Salinas River System will have the opportunity to be represented on this body. Meetings will be open to the public to promote transparency. The purpose of this group is to create a highly informed group of stakeholders who can engage in joint fact-finding processes (framing key questions and developing a high level of understanding of the planning

process opportunities and technical approaches) and advance the planning process in the larger communities among stakeholders.

Deliverables:

- Meeting agendas and minutes

PROJECT 3: Salinas River Flood and Habitat Improvement Program**IMPLEMENTING AGENCY:** Resource Conservation District of Monterey County**PROJECT DESCRIPTION:** The goal of the Salinas River Flood and Habitat Improvement Program (program) is to provide 5 to 7-year recurrence level flood risk reduction for the Salinas River and three tributaries and to control *Arundo donax* and tamarisk in the Salinas River. The Salinas River Flood and Habitat Improvement Program is comprised of two activities: vegetation and sediment management for flood risk improvement, and invasive species eradication for habitat improvement. The primary benefit for this project is flood protection for approximately 1,000 acres of farmland. The secondary benefit is the improvement of approximately 12,000 acres of riparian habitat.**Budget Category (a): Project Administration**Task 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

A Notice of Determination for an Environmental Impact Report was filed with the Office of Planning and Research in June of 2014. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

All permits have been secured for the project.

Deliverables:

- Permits as required

Task 7: Design – Not applicable

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents, as applicable
- Proof of Advertisement, as applicable
- Award of Contract, as applicable
- Notice to Proceed, as applicable

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A construction observer will be on site each day of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Construction activities are outlined below.

11 (a): Site preparation will include flagging, assessment of current conditions including vegetation type and location, biological resource assessment and best management practices.

11 (b): The flood management work is conducted in approximately 127 secondary channels located along 92 miles of the Salinas River. For habitat stewardship and additional flood risk reduction, the program also seeks to control *Arundo donax* and woody nonnatives such as tamarisk in the Salinas River system and allow native shrubs, forbs and grasses to return in the riparian corridor. Construction activities will include

vegetation removal with rotary or flail mower, disking and grading, sediment removal and storage outside of the channel, herbicide spraying from a spray rig or backpack sprayers from licensed applicators. Applicators conduct all herbicide treatment according to California regulations and reporting including the filing of herbicide application reports with the Monterey County Agriculture Commissioner and documentation for reporting to the Regional Water Quality Control Board.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program**IMPLEMENTING AGENCY:** Resource Conservation District of Monterey County**PROJECT DESCRIPTION:** This project will provide decision and implementation support to guide Monterey County farmers' management changes and conservation projects to better manage soil, water, and nutrients to improve local water quality and streamline production inputs. The project will expand the bilingual farm water quality support services to meet increasing demand associated with the Central Coast Regional Board's anticipated Agricultural Order renewal. The project will include regional grower education, 75 individual on-farm consultations, over 25 detailed irrigation and nutrient management assessments with recommendations, and corresponding implementation assistance and effectiveness tracking at a subset of approximately 12 farm sites.**Budget Category (a): Project Administration**Task 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Paragraph D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Expected to acquire grading permit from the Monterey County Housing and Community Development within 6 months of grant execution.

Deliverables:

- Permits as required

Task 7: Design

Provide technical assistance and design for implementation of water, nutrient, and soil on-field conservation management practices and engineered water management projects as identified through farm resource/site assessment process.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications with Personally Identifying Information redacted (to comply with USDA terms of match funding)
- Tracking sheet of on-farm implementation sites and management changes
- Tabulated list of engineered project designs with scale, project type, acreages impacted, farm type/size, and intended benefit

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 (guidance provided in Exhibit L) for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents, as applicable
- Proof of Advertisement, as applicable
- Award of Contract, as applicable
- Notice to Proceed, as applicable

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will conduct regular site visits for the duration of engineered projects. Construction observer duties include documenting of pre-construction conditions, addressing questions of contractors on site, reviewing/ updating project schedule, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings, as applicable

Task 11: Construction

Typical construction activities are described below.

Typical construction activities include the farmer clearing the project area of any equipment followed by the farmer or contractor clearing and grubbing vegetation if necessary. The contractor and/or farmer typically installs additional protections such as silt fences and straw wattles or hay bales to contain sediment within the farmer's property. The farmer or contractor may erect security fencing in or adjacent to the project area as a staging area to keep equipment and materials safe. The materials (pipes, catch basins, etc.) are typically ordered and delivered to the site while the workers layout the improvements. The engineer may be called to set control points, set elevations, or provide staking. The contractor installs the improvements per NRCS specifications, and the engineer will conduct regular site visits to answer questions and inspect trenching, excavation, fill compaction, dimensions and elevations. Once the installation is complete, the engineer will do a final inspection and will survey the installed components to measure lengths and elevations to create record drawings. The farmer typically completes the temporary erosion control such as seeding and/or mulching.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use**IMPLEMENTING AGENCY:** Central Coast Wetlands Group (CCWG), City of Salinas**PROJECT DESCRIPTION:** This project is a series of improvements to the City of Salinas's Industrial Wastewater Treatment Facility (IWTF), with the goal of increasing the functionality of this facility for multiple water resource and environmental benefits. The project updates three components of the facility: 1) separating source water types entering the facility to enhance the efficiency of treatment; 2) removing nitrate and phosphates from water leaving the facility before it reaches the Monterey One Water (M1W) Regional Treatment Plant (RTP); and 3) improving flood protection for the power infrastructure to run the facility.

The project consists of:

1. Assess and Rehabilitate a 33-inch Pipeline: M1W will conduct a condition assessment and subsequent rehabilitation of an abandoned-in-place 33-inch pipeline. The 33-inch pipeline provides an opportunity to utilize existing infrastructure to achieve a reduction in energy consumption by an estimated 10% and the capture of up to 300 AFY more storm water during peak storm events.
2. Treatment Wetland Pilot Study: The Central Coast Wetlands Group (CCWG) will construct an initial water treatment system at the IWTF consisting of a treatment wetland chamber in series with several pilot phosphate removal chambers, and will assess its functionality to determine the most cost-effective phosphate removal process.
3. Electrical Components Flood Protection: City of Salinas will make improvements to select IWTF electrical components associated with the influent pump station, enhancing its flood and climate resilience by installing the components at the engineer recommended location above the 100-year floodplain.

These improvements will result in an additional 200-300 acre-feet per year (AFY) of storm water captured for groundwater recharge or reuse. The secondary benefit is the downstream flood reduction during storms, estimated to be approximately 2 MGD (millions of gallons per day) reduction for a 10-year storm event.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports

- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Paragraph D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Feasibility studies for the Electrical Components Flood Protection component of this project have been completed. Other feasibility studies will be conducted as follows:

(a) RTP Treatment Methods: A feasibility and cost-benefit study will be conducted to assess alternative treatment methods at the RTP, including incremental costs for recycling industrial wastewater. Budget Attachment 1 contains a scope of work and budget for consultant services for support of the feasibility study, including assessing alternative treatment methods at the RTP.

(b) Wetland Treatment System: CCWG will conduct a feasibility study to investigate the site-specific viability of phosphate reduction. This study will involve testing multiple media types using nutrient-rich source water run through several containers at the Moss Landing Marine Laboratories Aquaculture facility. Nutrient levels will be measured at the input and outlet of each container to test the efficacy of each media type. CCWG will then compare nutrient removal rates with media costs and disposal requirements to select the optimal nutrient removal media to deploy at the IWTF.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Determination for the Environmental Impact Report was filed in April of 2021 with the State Clearing House for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Expected to acquire county encroachment and grading permits, in September 2021.

Deliverables:

- Permits as required

Task 7: Design

The project team will complete designs for each project component, as described below. The designs will describe the overall project concept for use in development of final design plans, and specifications including preliminary earthwork calculations, preliminary design details including piping, electrical, mechanical and/or housing design details and design-build performance criteria.

(a) Pipeline Assessment and Repair: Condition assessment of the pipeline will be done using MSI Inspections CCTV/3D Laser/Lidar inspection with defect coding and internal visual inspection with measurements (after appropriate excavations and shoring have been conducted). Utilize data from the

assessment to create the scope of work, design and final plans for repair or replacement. M1W staff to manage a consultant to provide the engineering design services for the condition assessment and rehabilitation design (see Budget Attachment 3).

(b) Wetland Treatment System: CCWG will prepare 100% design for the wetland treatment system.

(c) Electrical Components Flood Protection: The electrical components flood protection component of the project will require additional design work in order to develop 100% construction bid and design documents. The City of Salinas will leverage as much as possible the most recent design efforts which were part of the Phase 1B Salinas Dry Weather Diversion Project (see Budget Attachment 2).

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 (guidance provided in Exhibit L) for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: This will include setting up construction equipment at the various locations and lay down of necessary materials.

11(b): Site preparation will include Site preparation will include excavation, grading, shoring, storm water and erosion best management measures, and traffic control, as applicable.

11(c): Install, construct, excavate: Construction activities will include installation of the treatment wetland improvements, pipeline assessment and repair, and constructing a new concrete pad and installing new electrical components for climate change. Construction and implementation activities specific to each project component will consist of the following:

(a) Pipeline Repair: The pipeline starts at the City's storm water diversion structure #2, cuts southwesterly across many acres of prime farmland, across Hitchcock and Davis Roads, and terminates (plugged with concrete) immediately north of the IWTF influent pump station. Task 7 would include repair of parts of the pipeline found to have significant defects that may prevent reliable use of the pipeline to convey storm water. Repair of the pipeline segments on agricultural land will occur in the winter to avoid any growing season activities. Repairing sections of the pipeline within City-owned land and at the IWTF can occur in any season. The work may include re-stabilizing and reinforcing joints, repairing any holes, cracks or other pipeline flaws. At the influent pump station, a pipeline may be installed to bypass the influent pump station and connect to existing ponds. The final scope of repairs will depend upon budget available.

(b) Wetland Treatment System (see Figure 3): Water from the IWTF will be directed into adjacent abandon infiltration basins for treatment. Piping modifications will be made to direct water from the source water through each of the treatment basins. Soil amendments, plants, and flow regulation infrastructure will be installed within the treatment wetland basin to achieve linear flow and extend residence time for initial nutrient removal. Piping will be installed to allow water to through selected media prior to exiting the treatment systems. Water will then return to an ITWF pond during the pilot study.

(c) Electrical Components Flood Protection: Construction activities to relocate the electrical components above the 100-year floodplain will include evaluation and locating all equipment and connections, stub in of all necessary conduit, construction of new concrete equipment pad, tie in of all electrical connections, demolition of existing components, start up and testing of new instrumentation, controllers and related equipment

Deliverables:

- Photographic Documentation of Progress

BUDGET

PROPOSITION 1 ROUND GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT

AGREEMENT BUDGET SUMMARY

	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
Grant Administration	\$346,284	N/A	\$0	\$346,284	N/A
PROJECTS					
1 Emergency Deep Aquifer Supply and Storage Tank Project	\$395,000	\$25,000	\$7,712,000	\$8,132,000	0.3%
2 Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley	\$750,000	\$910,000	\$160,000	\$1,820,000	56%
3 Salinas River Flood and Habitat Improvement Program	\$526,525	\$679,856	\$0	\$1,206,381	50%
4 Monterey County Farm Nutrient Management and Water Quality Assistance Program	\$315,169	\$0	\$315,301	\$630,470	0%
5 Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use	\$1,129,883	\$1,277,852	\$0	\$2,407,735	53%
GRAND TOTAL	\$3,462,861	\$2,892,708	\$8,187,301	\$14,542,870	-

Grant Administration

Implementing Agency: Monterey County Water Resources Agency

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a Project Administration	\$346,284	N/A	\$0	\$346,284
TOTAL COSTS	\$346,284	N/A	\$0	\$346,284

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project

Implementing Agency: Castroville Community Services District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$0	\$25,000	\$0	\$25,000
b Land Purchase / Easement	\$0	\$0	\$100,000	\$100,000
c Planning / Design / Engineering / Environmental Documentation	\$270,000	\$0	\$125,000	\$395,000
d Construction / Implementation	\$125,000	\$0	\$7,487,000	\$7,612,000
TOTAL COSTS	\$395,000	\$25,000	\$7,712,000	\$8,132,000

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Grantee received a 100% cost share waiver. However, to meet the proposal cost share requirements, Castroville Community Services District (District) will fund 100% of project administration, the District will fund land acquisition from existing reserves set aside for the implementation of this water supply project.

**Other Cost Share: Fund for part of the design costs will be coming from State Water Resources Control Board’s Small Community Funding grant or loan.

PROJECT 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

Implementing Agency: Monterey County Water Resources Agency

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$60,000	\$0	\$60,000
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$15,000	\$0	\$0	\$15,000
d Construction / Implementation	\$735,000	\$850,000	\$160,000	\$1,745,000
TOTAL COSTS	\$750,000	\$910,000	\$160,000	\$1,820,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: In Kind services provided by United States Geological Service.

PROJECT 3: Salinas River Flood Protection and Habitat Improvement Program

Implementing Agency: Resource Conservation District of Monterey County

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$10,000	\$0	\$10,000
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$77,648	\$402,925	\$0	\$559,324
d Construction / Implementation	\$448,877	\$266,931	\$0	\$637,057
TOTAL COSTS	\$526,525	\$679,856	\$0	\$1,206,381

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: All cost share is from non-State sources and includes landowner payments from River Management Unit members and in-kind services from landowners.

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

IMPLEMENTING AGENCY: Resource Conservation District of Monterey County

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
a Project Administration	\$0	\$0	\$28,500	\$28,500
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$287,698	\$0	\$136,801	\$430,970
d Construction / Implementation	\$27,471 \$21,000	\$0	\$150,000	\$171,000
TOTAL COSTS	\$315,169	\$0	\$315,301	\$630,470

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost Share: Grantee received a 100% cost share waiver. At least 50% other cost share will be provided through existing, long-term agreements with the Monterey County Agricultural Commissioner and USDA Natural Resources Conservation Service (NRCS) for bilingual farmer technical assistance, and through USDA NRCS Environmental Quality Incentives Program (EQIP) for project design and implementation.

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

IMPLEMENTING AGENCY: City of Salinas

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$7,300	\$0	\$7,300
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$184,902	\$150,544	\$0	\$335,446
d Construction / Implementation	\$944,981	\$1,120,008	\$0	\$2,064,989
TOTAL COSTS	\$1,129,883	\$1,277,852	\$0	\$2,407,735

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: City of Salinas is providing \$955,552, Monterey One Water is providing \$315,000 match via the SRF loan spent in 2017 - 2019 on the Advanced Water Purification Facility for the Pure Water Monterey Project for which this project is a component, and is providing \$7,300 for project administration.

**EXHIBIT C
SCHEDULE**

PROPOSITION 1 ROUND 1 GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT

Grant Administration

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/07/2020	06/30/2027

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	09/01/2020	6/30/2027
b Land Purchase / Easement	06/01/2019	08/31/2022
c Planning / Design / Engineering / Environmental Documentation	09/01/2020	12/31/2023
d Construction / Implementation	08/31/2021*	03/31/2027

*Planning and Construction schedules overlap because acquisition of contractors through the bid process will be completed during the planning phase to ensure construction can begin directly behind finalizing planning efforts.

PROJECT 2: Re-Operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	09/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	12/31/2023
d Construction / Implementation	01/01/2015*	06/30/2025

*The timeframe for this task allows the collection and processing of two additional years of groundwater extraction data to be included into the report.

PROJECT 3: Salinas River Flood Protection and Habitat Stewardship Program

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	04/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	01/31/2025
d Construction / Implementation	08/01/2021*	01/31/2025

*Treatment of *Arundo donax* and tamarisk will take place in June through October 2021 and will include documentation of work areas through GIS mapping, photo documentation, and herbicide spray records. Implementation from one year can overlap with Planning for subsequent years.

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	9/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	01/31/2025
d Construction / Implementation	10/01/2021*	07/31/2025

*This project includes many smaller projects and Planning phases can be ongoing while Construction phases for other projects are already underway.

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

BUDGET CATEGORY	Start Date	End Date
a Project Administration	09/01/2021	06/30/2027
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	06/01/2017	01/31/2025
d Construction / Implementation	07/01/2017*	03/31/2027

*Portions of the project are ongoing, and implementation overlaps with other planning phases.

EXHIBIT D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.

- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State.

Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. **RETENTION:** The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. **SEVERABILITY:** Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. **SUSPENSION OF PAYMENTS:** This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. **SUCCESSORS AND ASSIGNS:** This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing

accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, “Default Provisions,” the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, “Default Provisions.”
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days’ advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION No. 19-002

**Authorize and direct the General Manager to apply for grant)
funding from the California Department of Water Resources)
for a Round 1 Integrated Regional Water Management)
Implementation Grant pursuant to the Water Quality, Supply,)
and Infrastructure Improvement Act of 2014 (Water Code)
§ 79700 *et seq.*), and to enter into an agreement to receive a)
grant titled “Managing Water Resources for Multiple Benefits)
in the Greater Monterey County Region”)**

WHEREAS, the Monterey County Water Resources Agency proposes to submit an application to the Department of Water Resources on behalf of the Greater Monterey County Integrated Regional Management Region; and

WHEREAS, the Monterey County Water Resources Agency intends to apply for grant funding from the California Department of Water Resources for the project costs;

NOW THEREFORE, BE IT RESOLVED, that the Monterey County Water Resources Agency hereby

a. Directs this Agency, pursuant and subject to all of the terms and provisions of the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1), to apply to the California Department of Water Resources to obtain a grant titled “Managing Water Resources for Multiple Benefits in the Greater Monterey County Region”

b. Authorizes and directs the General Manager, or designee, to prepare the necessary data, make investigations, sign, and file such proposal, and subject to review and approval by County Counsel, execute a grant agreement with California Department of Water Resources

c. Authorizes the General Manager, or designee, subject to review and approval by County Counsel to execute up to three (3) amendments to the Grant Agreement that do not materially alter the terms of the Grant Agreement.

d. Authorizes the General Manager, or designee, subject to review and approval by County Counsel to enter into sub-grantee agreements with the other project proponents.


This Resolution shall take effect upon approval by the Monterey County Water Resources Agency Board of Directors.

PASSED AND ADOPTED this 21th day of October 2019, at a regular meeting of the Monterey County Water Resources Agency Board of Directors by the following vote:


AYES: Directors Gonzalez, Baillie, Sullivan, Ekelund, Ortiz, Scattini, LeBarre, Smith and Simis

NOES: None

ABSENT: None



BY: _____
Mark Gonzalez, Chair
Board of Directors



ATTEST: _____
Brent Buche
General Manager

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
P: (831) 755-4860
F: (831) 424-7935
BRENT BUCHE
GENERAL MANAGER



STREET ADDRESS
1441 SCHILLING PLACE, NORTH BUILDING
SALINAS, CA 93901

July 14, 2020

Monia Holleman
Environmental Scientist
California Department of Water Resources
Division of Regional Assistance
Financial Assistance Branch
901 P Street
Sacramento CA 95814

RE: Authorization of the DocuSign use for all official transactions related to Proposition 1 Round 1 Implementation Grant

To Whom It May Concern:

By signing this letter, Monterey County Water Resources Agency does hereby agree to the following option regarding the use of DocuSign for all official transactions related to the Proposition 1 Round 1 Implementation Grant award including Agreement execution, Amendments, Invoices and various other documents.

Please check one:

- We do consent to the use of DocuSign for all transactions by both us and DWR
- We do not consent to the use of DocuSign by us. However, we do consent to the use of DocuSign by DWR
- We do not consent to the use of DocuSign by either us or DWR

Regards,

Brent Buche
General Manager

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

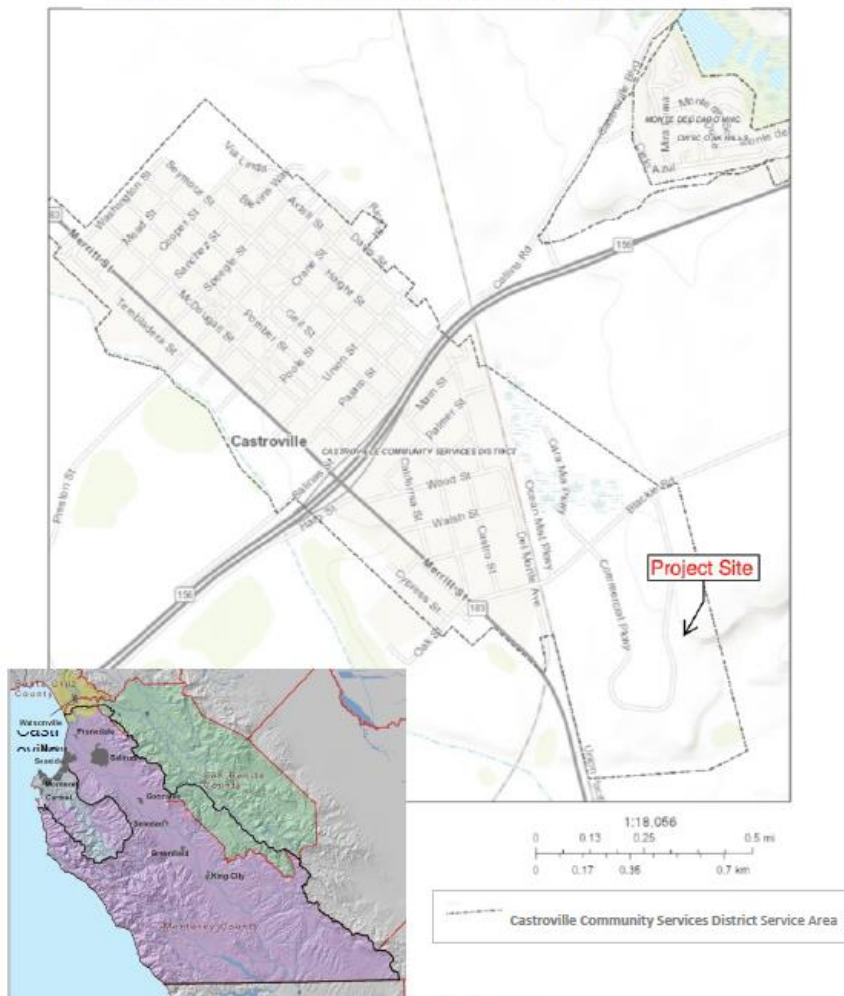
Sponsored Project: Project 1: Emergency Deep Aquifer Supply and Storage Tank Project

Sponsor Agency: Castroville Community Services District

Agency Address: 11497 Geil St, Castroville, CA 95012

Project Location: Monterey County, California (36.75612, -121.73768)

Castroville Community Services District: Emergency Deep Aquifer Supply and Storage Tank Project



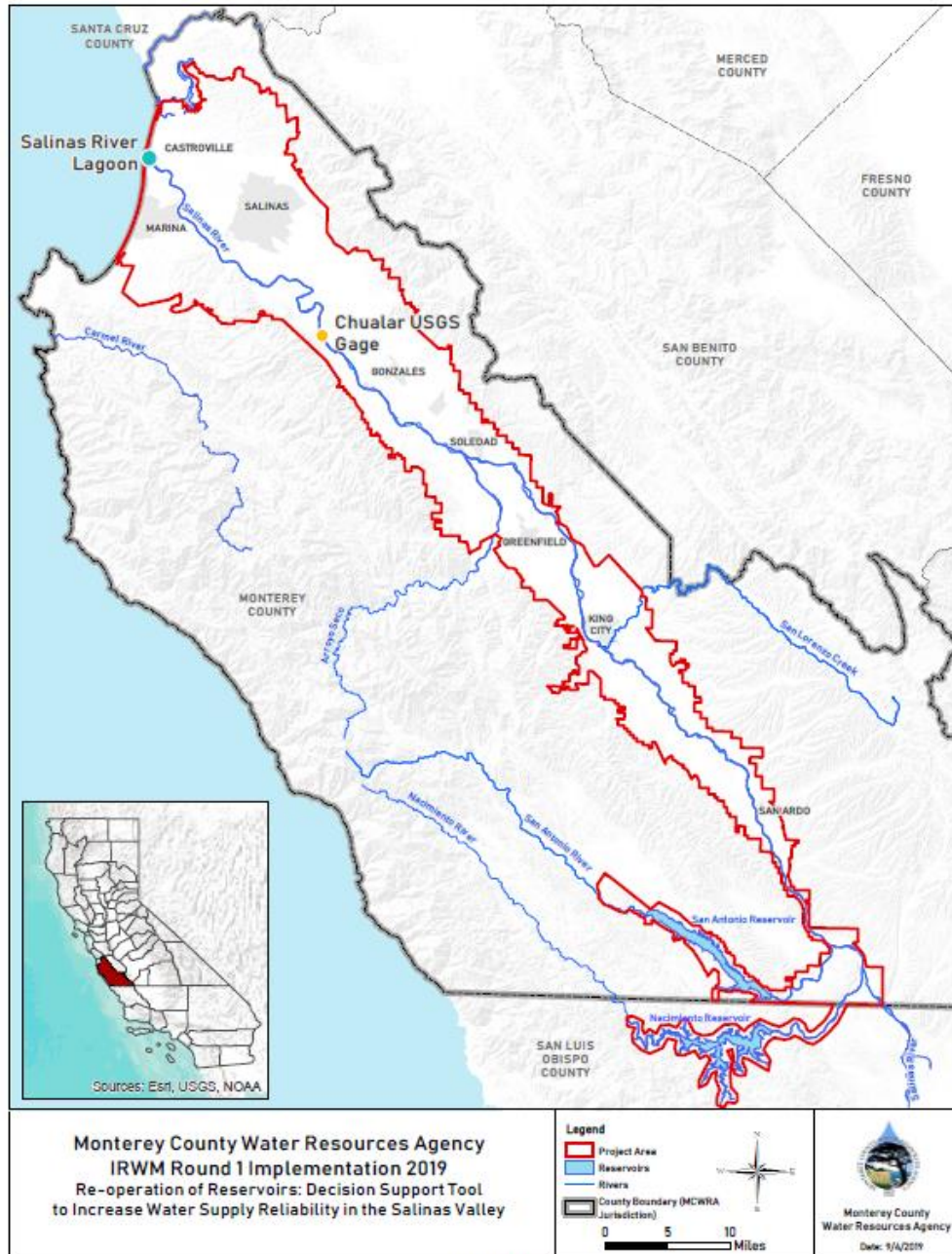
Location of Castroville in context with Greater Monterey County IRWM Region

Sponsored Project: Project 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

Sponsor Agency: Monterey County Water Resources Agency

Agency Address: 1441 Schilling Pl, Salinas, CA 93901

Project Location: Salinas, CA (35.81861, -120.9303)

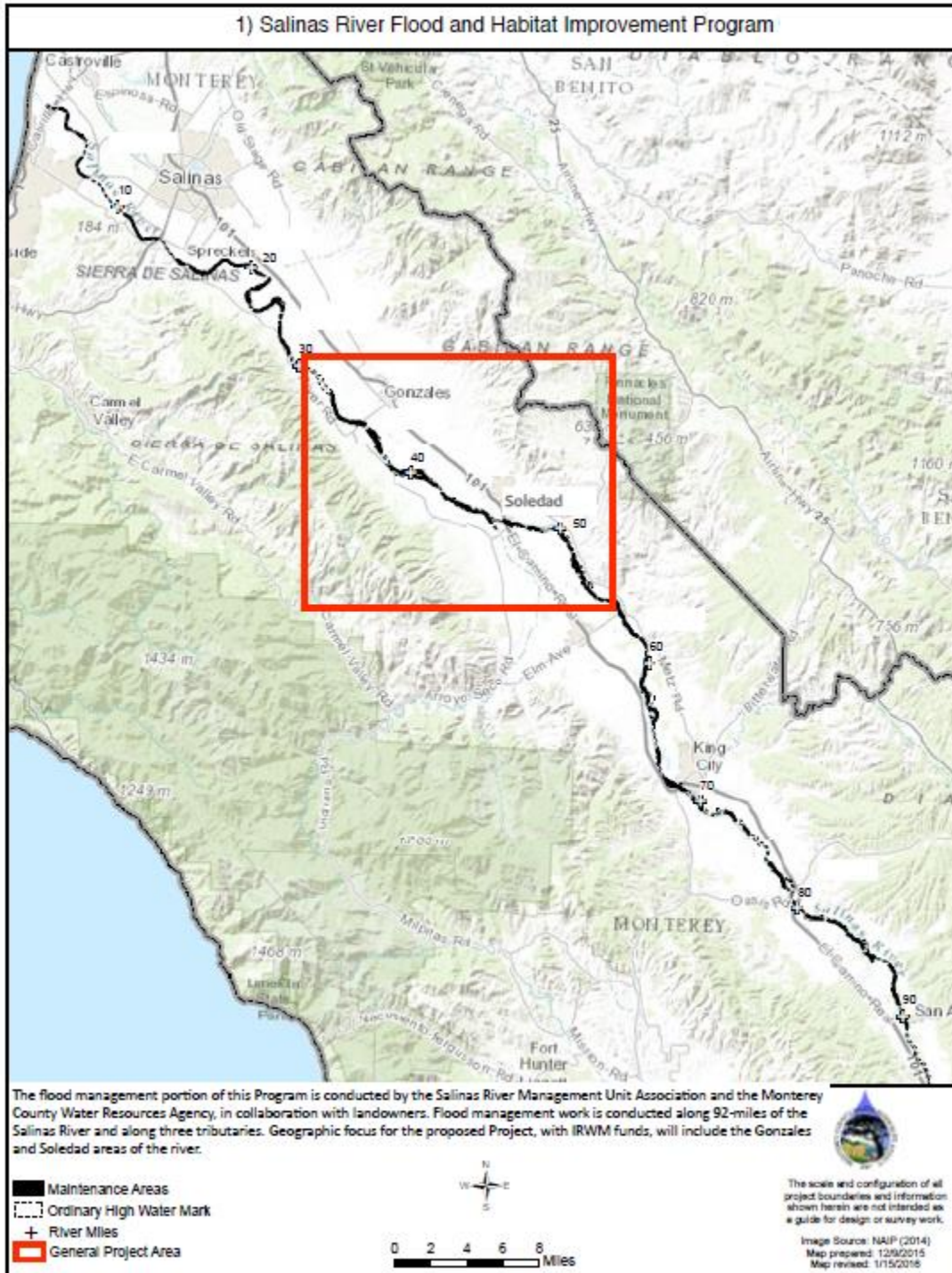


Sponsored Project: Project 3: Salinas River Flood and Habitat Improvement Program

Sponsor Agency: Resource Conservation District of Monterey County

Agency Address: 744 La Guardia St a, Salinas, CA 93905

Project Location: Monterey County, California (36.33361, -121.2022)

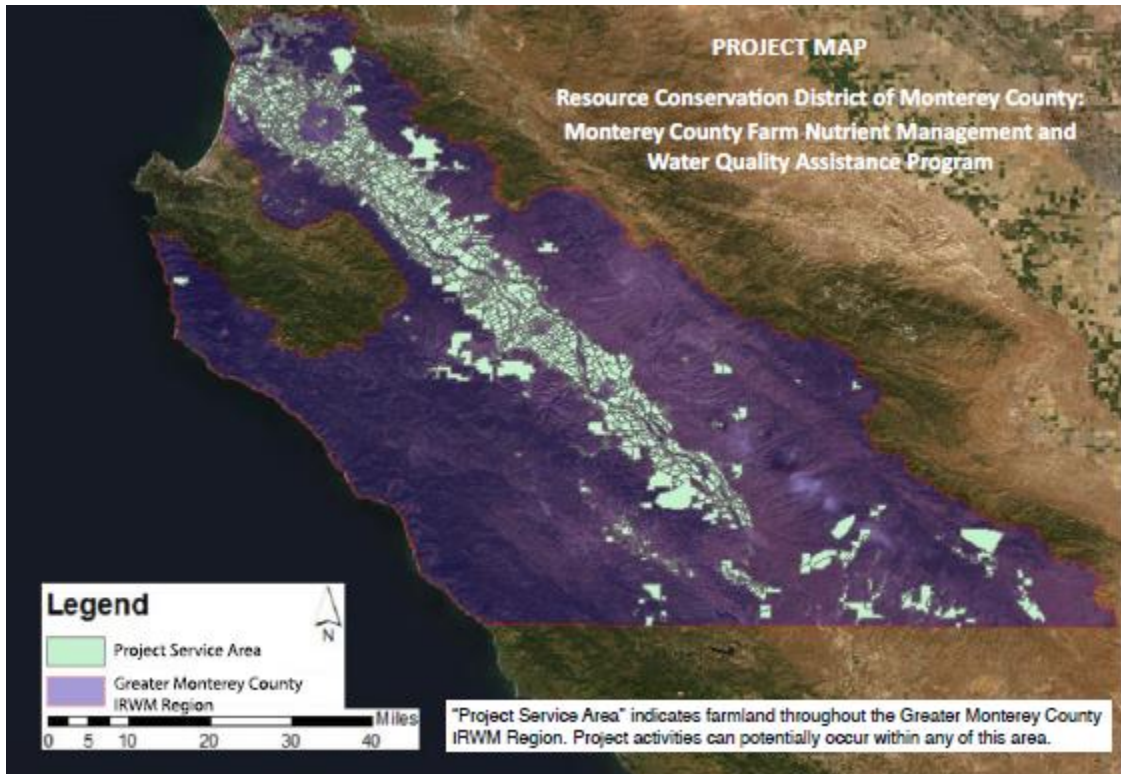


Sponsored Project: Project 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

Sponsor Agency: Resource Conservation District of Monterey County

Agency Address: 744 La Guardia St a, Salinas, CA 93905

Project Location: Monterey County, California (36.42028, -121.4075)



Sponsored Project: Project 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

Sponsor Agency: Central Coast Wetlands Group, City of Salinas

Agency Address: 5 Harris Ct, Monterey, CA 93940, 8272 Moss Landing Rd Moss Landing, CA 95039, 200 Lincoln Ave. Salinas, CA 93901

Project Location: Monterey County, California (36.66333, -121.7222)



EXHIBIT J**APPRAISAL SPECIFICATIONS**

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and

encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

**AMENDMENT NO. 2 TO THE
PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT SUB-GRANT
DISBURSEMENT AGREEMENT BETWEEN MONTEREY COUNTY WATER
RESOURCES AGENCY AND THE CASTROVILLE COMMUNITY SERVICES
DISTRICT SUB-GRANTEE**

THIS AMENDMENT NO. 2 to the Proposition 1 Integrated Regional Water Management Sub-Grant Agreement between the Monterey County Water Resources Agency, a local public entity (hereinafter, “Agency”) and the Castroville Community Services District Sub-Grantee, a local public entity (hereinafter, “Sub-Grantee”), is hereby entered into between the Agency and the Sub-Grantee (collectively, the Agency and Sub-Grantee are referred to as the “Parties”).

WHEREAS, Sub-Grantee entered into an Agreement with the Agency on January 13, 2021 (hereinafter, “Agreement”); and

WHEREAS, Sub-Grantee executed Amendment No. 1 to the Agreement with a term extension and an updated to the Agency representative contact information on March 24, 2023; and

WHEREAS, the Parties wish to amend the Agreement with a term extension and an updated submittal schedule for progress reports and invoices;

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

1. Amend Section 1.1 Implementation, Subsection A. Commencement of Project to read as follows:
 - A. Commencement of Project. The Sub-Grantee shall commence and diligently pursue the Project pursuant to all the terms of the Grant Agreement. **Monthly** progress reports and other grant related reports; final plans and specifications; California Environmental Quality Act/National Environmental Protection Act documentation; and other relevant information shall be completed by the estimated and critical due dates set forth in the Grant Agreement.
2. Amend Section 1.1 Implementation, Subsection B. Completion of Project to read as follows:
 - B. Completion of Project. The Sub-Grantee hereby agrees to complete the construction and installation of all components of the Project by **June 30, 2027**, pursuant to the mandates of the Grant Agreement.
3. Amend Section 2.5 General Sub-Grantee Obligations, Subsection B as follows:
 - B. The Sub-Grantee’s submission of data, plans, and documents necessary for the Agency to prepare a Project Monitoring Plan, **Monthly Progress** Reports, an Accountability Report, a Project Completion Report, Grant Completion Report, and Post-Performance Reports as required by the Grant Agreement.

Amendment No. 2
Castroville Community Services District

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

**CASTROVILLE COMMUNITY
SERVICES DISTRICT SUB-GRANTEE**

By: _____
General Manager (Signature)

By: _____
General Manager (Signature)

Print Name

Print Name

Date: _____

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, CAO Office

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.

Amendment No. 2
Castroville Community Services District



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 25-067

September 05, 2025

Introduced: 8/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Sub-grant Disbursement Agreement with the City of Salinas to extend the term to June 30, 2027; and authorize the General Manager to execute up to two no-cost amendments to the Sub-grant Agreement. (Presenter: Amy Woodrow)

RECOMMENDATION:

It is recommended that the Finance Committee:

- a. Recommend that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Subgrant Disbursement Agreement with the City of Salinas to extend the term to June 30, 2027; and
- b. 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.

SUMMARY/DISCUSSION:

In 2021, the Monterey County Water Resources Agency (“Agency”) was awarded \$3,462,861 in Proposition 1 Round 1 Integrated Regional Water Management (“IRWM”) Implementation grant funds by the State of California, Department of Water Resources (“DWR”).

The Agency is the implementing agency for administration of agreement number 4600013799 (“Agreement”). This role involves administration of the IRWM grant funds and coordination with other project-specific implementing agencies for the projects covered in the Agreement’s Work Plan, which include the City of Salinas, Castroville Community Services District, and Resource Conservation District of Monterey County (“RCDMC”). Sub-grant agreements with each of these entities were executed in 2021 to disburse the IRWM funds allocated in the Agreement for each project. Specifically, in May 2021, the Agency entered into a sub-grant agreement with the City of Salinas for Project 5: Salinas Storm Water Management - Increasing Capture, Improving Treatment, Reducing Energy Use.

Amendments to the Primary Agreement

To-date, the Agency has completed four amendments to the Agreement with DWR.

In April 2022, Amendment 1 to the Agreement was executed to reflect a correction in Project

Representatives and make a budget adjustment to Project 3 (implemented by RCDMC), reallocating funds between budget categories but retaining the same overall agreement amount.

In July 2023, Amendment 2 to the Agreement was executed to extend the term of the agreement to July 31, 2025.

In May 2025, Amendment 3 to the Agreement was completed to make a non-material change to the budget of Project 3, reallocating funds between budget categories but retaining the same overall agreement amount.

In July 2025, Amendment 4 to the Agreement was completed to extend the term of the agreement to June 30, 2027 and change the frequency of progress reporting and invoicing from quarterly to monthly (Attachment 1).

As a result of Amendment 4, the Agency needs to amend its sub-grant disbursement with the City of Salinas to reflect the extended Agreement term.

City of Salinas Sub-Grant Agreement

In May 2021, the sub-grant agreement with the City of Salinas was executed.

In March 2023, Amendment 1 to the sub-grant agreement with the City of Salinas was completed to extend the term of the agreement and update contact information for Agency representatives.

Amendment 2 to the sub-grant agreement would extend the term to June 30, 2027 (Attachment 2).

Agency efforts on the work covered by the IRWM Agreement align with Agency Strategic Plan Goal C - Strategy 6: Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

California Department of Water Resources and City of Salinas

FINANCING:

There is no financial impact to the Agency as a result of Amendment 2 to the sub-grant amendment. No cost share is required for the Agency's role in administration of the IRWM grant and the IRWM grant funds are included in the Fiscal Year 2025-2026 Adopted Budget. The total amount estimated for the Agreement in the current fiscal year is \$20,000 in expenditures and \$20,000 in grant revenue.

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

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

Attachments:

1. Grant Agreement between the State of California (Department of Water Resources) and Monterey County Water Resources Agency Agreement Number 4600013799 Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant Amendment 4

2. Amendment No. 2 to the Proposition 1 Integrated Regional Water Management Sub-Grant Disbursement Agreement between Monterey County Water Resources Agency and the City of Salinas.



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAFIN 25-067

September 05, 2025

Introduced: 8/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Sub-grant Disbursement Agreement with the City of Salinas to extend the term to June 30, 2027; and authorize the General Manager to execute up to two no-cost amendments to the Sub-grant Agreement.

RECOMMENDATION:

It is recommended that the Finance Committee:

- a. Recommend that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 2 to the Proposition 1 Integrated Regional Water Management Subgrant Disbursement Agreement with the City of Salinas to extend the term to June 30, 2027; and
- b. 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.

SUMMARY/DISCUSSION:

In 2021, the Monterey County Water Resources Agency ("Agency") was awarded \$3,462,861 in Proposition 1 Round 1 Integrated Regional Water Management ("IRWM") Implementation grant funds by the State of California, Department of Water Resources ("DWR").

The Agency is the implementing agency for administration of agreement number 4600013799 ("Agreement"). This role involves administration of the IRWM grant funds and coordination with other project-specific implementing agencies for the projects covered in the Agreement's Work Plan, which include the City of Salinas, Castroville Community Services District, and Resource Conservation District of Monterey County ("RCDMC"). Sub-grant agreements with each of these entities were executed in 2021 to disburse the IRWM funds allocated in the Agreement for each project. Specifically, in May 2021, the Agency entered into a sub-grant agreement with the City of Salinas for Project 5: Salinas Storm Water Management - Increasing Capture, Improving Treatment, Reducing Energy Use.

Amendments to the Primary Agreement

To-date, the Agency has completed four amendments to the Agreement with DWR.

In April 2022, Amendment 1 to the Agreement was executed to reflect a correction in Project Representatives and make a budget adjustment to Project 3 (implemented by RCDMC),

reallocating funds between budget categories but retaining the same overall agreement amount.

In July 2023, Amendment 2 to the Agreement was executed to extend the term of the agreement to July 31, 2025.

In May 2025, Amendment 3 to the Agreement was completed to make a non-material change to the budget of Project 3, reallocating funds between budget categories but retaining the same overall agreement amount.

In July 2025, Amendment 4 to the Agreement was completed to extend the term of the agreement to June 30, 2027 and change the frequency of progress reporting and invoicing from quarterly to monthly (Attachment 1).

As a result of Amendment 4, the Agency needs to amend its sub-grant disbursement with the City of Salinas to reflect the extended Agreement term.

City of Salinas Sub-Grant Agreement

In May 2021, the sub-grant agreement with the City of Salinas was executed.

In March 2023, Amendment 1 to the sub-grant agreement with the City of Salinas was completed to extend the term of the agreement and update contact information for Agency representatives.

Amendment 2 to the sub-grant agreement would extend the term to June 30, 2027 (Attachment 2).

Agency efforts on the work covered by the IRWM Agreement align with Agency Strategic Plan Goal C - Strategy 6: Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

California Department of Water Resources and City of Salinas

FINANCING:

There is no financial impact to the Agency as a result of Amendment 2 to the sub-grant amendment. No cost share is required for the Agency's role in administration of the IRWM grant and the IRWM grant funds are included in the Fiscal Year 2025-2026 Adopted Budget. The total amount estimated for the Agreement in the current fiscal year is \$20,000 in expenditures and \$20,000 in grant revenue.

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

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

Attachments:

1. Grant Agreement between the State of California (Department of Water Resources) and Monterey County Water Resources Agency Agreement Number 4600013799 Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant Amendment 4

2. Amendment No. 2 to the Proposition 1 Integrated Regional Water Management Sub-Grant Disbursement Agreement between Monterey County Water Resources Agency and the City of Salinas.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT NUMBER 4600013799
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
AMENDMENT 4**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Monterey County Water Resources Agency a public agency. in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by June 30, 2027 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after September 30, 2027.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,462,861.
- 4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) BASIC CONDITIONS.
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.

- B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program Guidelines (2019 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Monthly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Monthly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.
 - iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project

construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 26, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee’s or LPS’ organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, “Basic Conditions” are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a “wet signature” for costs incurred, including Local Cost Share, and timely Monthly Progress Reports as required by Paragraph 14, “Submission of Reports.” Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Monthly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
 - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
- i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.

3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
 - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
 - D. Failure to deposit funds in a non-interest-bearing account.
 - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
 - F. Inappropriate use of funds, as deemed by DWR.
 - G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default

Provisions,” the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee’s refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, “Default Provisions.” If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee’s obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit monthly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, “Continuing Eligibility.”

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State’s website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
 - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
 - E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
 - F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State’s Project Manager and shall be submitted via the DWR “Grant Review and Tracking System” (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, “Report Formats and Requirements.” The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Monthly Progress Reports: The Grantee shall submit monthly Progress Reports to meet the State’s requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State’s Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee’s activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar month.
 - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, “Advanced Payment.”
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”
- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:
- | | |
|--|---|
| Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov | Monterey County Water Resources Agency

Ara Azhderian
General Manager
1441 Schilling Place
Salinas, CA 93901
(831) 755-4864
Email: AzhderianA@countyofmonterey.gov |
|--|---|

Direct all inquiries to the Project Manager:

Department of Water Resources

Angela Murvine
Engineering Geologist
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9996
Email: Angela.Murvine@water.ca.gov

Monterey County Water Resources Agency

Amy Woodrow
Senior Water Resources Hydrologist
1441 Schilling Place
Salinas, CA 93901
Phone: (831) 204-6218
Email: WoodrowA@countyofmonterey.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Manager,
Division of Regional Assistance

7/18/2025
Date _____

MONTEREY COUNTY WATER
RESOURCES AGENCY



Ara Azhderian
General Manager

7/18/2025
Date _____

EXHIBIT A WORK PLAN

PROPOSITION 1 ROUND 1 GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT

Grant Administration

IMPLEMENTING AGENCY: Monterey County Water Resources Agency

DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Monthly or quarterly invoices, as needed, and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Progress Reports
- Grant Completion Report

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project**IMPLEMENTING AGENCY:** Castroville Community Services District (District)

PROJECT DESCRIPTION: The purpose of the Emergency Deep Aquifer Supply and Storage Tank Project is to provide a safe and reliable water supply for Castroville. The project includes the planning, design and construction of three components: Deep Aquifer Well (1,400 feet), Arsenic Treatment System, and a Storage Tank (640,000 gallons). The District will construct a potable water storage tank at the Well No. 4 site to provide approximately 640,000 gallons of additional storage and operational redundancy. The existing water supply is being degraded by saltwater intrusion and has exceeded safe drinking water standards for Chloride. In 2018, detection reached up to 733 milligrams per liter (mg/L), well above the recommended maximum contaminant limit of 250 mg/L. The project will provide approximately 300 acre-feet per year (AFY) of clean drinking water to the community of Castroville and increase water reliability.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – The District will fund land acquisition from existing reserves set aside for the implementation of this water supply project.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process. The preliminary studies and work required to support project design and CEQA/permitting include a Hydrogeologic Evaluation, Topographic and Boundary Survey, and Geotechnical Investigation.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

An amendment to the State Water Resources Control Board Domestic Water Supply Permit is anticipated.

Deliverables:

- Permits as required

Task 7: Design

The Design Engineer will prepare contract documents for the 30% Design submittal. Plans will be sufficiently detailed to adequately describe the project scope and provide a basis for the District's review. The 30% Design documents will be used by the Design-Build Contractor identified in construction.

Deliverables:

- 30% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. The contract will be a design-build contract for this project. The Design-Build Contractor will utilize the 30% Design Documents identified in Design to prepare Design Development Documents.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed
- 100% Design Plans and Specifications

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

11(a): Mobilization and Demobilization: This will include preparatory work that is performed prior to starting work on various bid items of the project (e.g., security fencing, mobilizing equipment to the site, staging construction equipment and supplies, etc.) and after completion of various bid items of the project (e.g., removing equipment and restoring the site to pre-construction conditions).

11(b): Site preparation: Site preparation will include removing existing materials and vegetation and establishing site security prior to the start of construction.

11(c): Construction: Includes site improvements, install an approximately 640,000-gallon storage tank, install a new groundwater well, arsenic treatment system, connection to the existing water system and associated civil, mechanical, and electrical items necessary to operate the new system.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley**IMPLEMENTING AGENCY:** Monterey County Water Resources Agency

PROJECT DESCRIPTION: The purpose of this project is to develop decision support tools that will enable the Grantee to improve reservoir operations and better plan for future conditions, particularly considering anticipated impacts of climate change. Through a qualitative, quantitative, and policy analysis of streamflow and reservoir operations, this project will identify how reservoir operations at Nacimiento and San Antonio reservoirs, river diversions along the Salinas River, and groundwater extractions in the Salinas Valley impact instream flows in the Salinas River. The analysis will then be used to develop a water management plan that considers all the necessary uses for this water. The intended outcome is the development of re-operation protocols.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

A Notice of Exemption was completed for this project in December of 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting – Not applicable

Task 7: Project Monitoring Plan – Not applicable

Budget Category (d): Construction/Implementation

Task 8: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract.

Deliverables:

- Bid Documents, if necessary
- Proof of Advertisement, if necessary
- Award of Contract, if necessary

Task 9: Setting Description

This task will provide a description of the geologic setting of the Salinas Valley relevant to both geomorphic and hydrologic conditions impacting instream flows within the project area and will include a review of previous studies and relevant current projects and investigations. A qualitative analysis will be supplemented using a recently developed integrated hydrogeologic model (Salinas Valley Integrated Hydrologic Model, USGS 2018) to provide a detailed description of reach-by-reach water budgets of surface water flow regimes throughout historical hydrologic periods.

This task will re-evaluate steelhead passage flow criteria within the study area. Current river conditions will be assessed to identify areas of critical passage needs and evaluated to identify the flow necessary to provide for passage of adult and juvenile steelhead during the migration season(s). It is anticipated that drone technology using 3D mapping will be utilized to identify the critical passage areas with field verification as necessary. The final methodology will be determined with the consultant identified to assist with the project.

Both historical and current groundwater extractions within the study area will be evaluated utilizing the hydrogeologic model to quantify the impacts of these operations on instream flows. The hydrologic components of a flow management plan necessary to ensure the maintenance of surface water flows to support uses of the water (e.g., environmental, agricultural, groundwater, etc.) will be developed.

Deliverables:

- Technical Memorandum

Task 10: Public Outreach

The primary goal of this task is to have stakeholder engagement and participation that creates widespread support for the goals and content of the re-operation protocols. The program includes a series of conversations with different focal points and levels of information that culminate in a plan that is accepted and understood among a diverse range of Salinas River System stakeholders. A Stakeholder Planning Group will be organized and stakeholders representing all of the major interests in the Salinas River System will have the opportunity to be represented on this body. Meetings will be open to the public to promote transparency. The purpose of this group is to create a highly informed group of stakeholders who can engage in joint fact-finding processes (framing key questions and developing a high level of understanding of the planning

process opportunities and technical approaches) and advance the planning process in the larger communities among stakeholders.

Deliverables:

- Meeting agendas and minutes

PROJECT 3: Salinas River Flood and Habitat Improvement Program**IMPLEMENTING AGENCY:** Resource Conservation District of Monterey County

PROJECT DESCRIPTION: The goal of the Salinas River Flood and Habitat Improvement Program (program) is to provide 5 to 7-year recurrence level flood risk reduction for the Salinas River and three tributaries and to control *Arundo donax* and tamarisk in the Salinas River. The Salinas River Flood and Habitat Improvement Program is comprised of two activities: vegetation and sediment management for flood risk improvement, and invasive species eradication for habitat improvement. The primary benefit for this project is flood protection for approximately 1,000 acres of farmland. The secondary benefit is the improvement of approximately 12,000 acres of riparian habitat.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

A Notice of Determination for an Environmental Impact Report was filed with the Office of Planning and Research in June of 2014. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

All permits have been secured for the project.

Deliverables:

- Permits as required

Task 7: Design – Not applicableTask 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents, as applicable
- Proof of Advertisement, as applicable
- Award of Contract, as applicable
- Notice to Proceed, as applicable

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A construction observer will be on site each day of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Construction activities are outlined below.

11 (a): Site preparation will include flagging, assessment of current conditions including vegetation type and location, biological resource assessment and best management practices.

11 (b): The flood management work is conducted in approximately 127 secondary channels located along 92 miles of the Salinas River. For habitat stewardship and additional flood risk reduction, the program also seeks to control *Arundo donax* and woody nonnatives such as tamarisk in the Salinas River system and allow native shrubs, forbs and grasses to return in the riparian corridor. Construction activities will include

vegetation removal with rotary or flail mower, disking and grading, sediment removal and storage outside of the channel, herbicide spraying from a spray rig or backpack sprayers from licensed applicators. Applicators conduct all herbicide treatment according to California regulations and reporting including the filing of herbicide application reports with the Monterey County Agriculture Commissioner and documentation for reporting to the Regional Water Quality Control Board.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program**IMPLEMENTING AGENCY:** Resource Conservation District of Monterey County**PROJECT DESCRIPTION:** This project will provide decision and implementation support to guide Monterey County farmers' management changes and conservation projects to better manage soil, water, and nutrients to improve local water quality and streamline production inputs. The project will expand the bilingual farm water quality support services to meet increasing demand associated with the Central Coast Regional Board's anticipated Agricultural Order renewal. The project will include regional grower education, 75 individual on-farm consultations, over 25 detailed irrigation and nutrient management assessments with recommendations, and corresponding implementation assistance and effectiveness tracking at a subset of approximately 12 farm sites.**Budget Category (a): Project Administration**Task 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Paragraph D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Expected to acquire grading permit from the Monterey County Housing and Community Development within 6 months of grant execution.

Deliverables:

- Permits as required

Task 7: Design

Provide technical assistance and design for implementation of water, nutrient, and soil on-field conservation management practices and engineered water management projects as identified through farm resource/site assessment process.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications with Personally Identifying Information redacted (to comply with USDA terms of match funding)
- Tracking sheet of on-farm implementation sites and management changes
- Tabulated list of engineered project designs with scale, project type, acreages impacted, farm type/size, and intended benefit

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 (guidance provided in Exhibit L) for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents, as applicable
- Proof of Advertisement, as applicable
- Award of Contract, as applicable
- Notice to Proceed, as applicable

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will conduct regular site visits for the duration of engineered projects. Construction observer duties include documenting of pre-construction conditions, addressing questions of contractors on site, reviewing/ updating project schedule, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings, as applicable

Task 11: Construction

Typical construction activities are described below.

Typical construction activities include the farmer clearing the project area of any equipment followed by the farmer or contractor clearing and grubbing vegetation if necessary. The contractor and/or farmer typically installs additional protections such as silt fences and straw wattles or hay bales to contain sediment within the farmer's property. The farmer or contractor may erect security fencing in or adjacent to the project area as a staging area to keep equipment and materials safe. The materials (pipes, catch basins, etc.) are typically ordered and delivered to the site while the workers layout the improvements. The engineer may be called to set control points, set elevations, or provide staking. The contractor installs the improvements per NRCS specifications, and the engineer will conduct regular site visits to answer questions and inspect trenching, excavation, fill compaction, dimensions and elevations. Once the installation is complete, the engineer will do a final inspection and will survey the installed components to measure lengths and elevations to create record drawings. The farmer typically completes the temporary erosion control such as seeding and/or mulching.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use**IMPLEMENTING AGENCY:** Central Coast Wetlands Group (CCWG), City of Salinas**PROJECT DESCRIPTION:** This project is a series of improvements to the City of Salinas's Industrial Wastewater Treatment Facility (IWTF), with the goal of increasing the functionality of this facility for multiple water resource and environmental benefits. The project updates three components of the facility: 1) separating source water types entering the facility to enhance the efficiency of treatment; 2) removing nitrate and phosphates from water leaving the facility before it reaches the Monterey One Water (M1W) Regional Treatment Plant (RTP); and 3) improving flood protection for the power infrastructure to run the facility.

The project consists of:

1. Assess and Rehabilitate a 33-inch Pipeline: M1W will conduct a condition assessment and subsequent rehabilitation of an abandoned-in-place 33-inch pipeline. The 33-inch pipeline provides an opportunity to utilize existing infrastructure to achieve a reduction in energy consumption by an estimated 10% and the capture of up to 300 AFY more storm water during peak storm events.
2. Treatment Wetland Pilot Study: The Central Coast Wetlands Group (CCWG) will construct an initial water treatment system at the IWTF consisting of a treatment wetland chamber in series with several pilot phosphate removal chambers, and will assess its functionality to determine the most cost-effective phosphate removal process.
3. Electrical Components Flood Protection: City of Salinas will make improvements to select IWTF electrical components associated with the influent pump station, enhancing its flood and climate resilience by installing the components at the engineer recommended location above the 100-year floodplain.

These improvements will result in an additional 200-300 acre-feet per year (AFY) of storm water captured for groundwater recharge or reuse. The secondary benefit is the downstream flood reduction during storms, estimated to be approximately 2 MGD (millions of gallons per day) reduction for a 10-year storm event.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports

- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Paragraph D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Feasibility studies for the Electrical Components Flood Protection component of this project have been completed. Other feasibility studies will be conducted as follows:

(a) RTP Treatment Methods: A feasibility and cost-benefit study will be conducted to assess alternative treatment methods at the RTP, including incremental costs for recycling industrial wastewater. Budget Attachment 1 contains a scope of work and budget for consultant services for support of the feasibility study, including assessing alternative treatment methods at the RTP.

(b) Wetland Treatment System: CCWG will conduct a feasibility study to investigate the site-specific viability of phosphate reduction. This study will involve testing multiple media types using nutrient-rich source water run through several containers at the Moss Landing Marine Laboratories Aquaculture facility. Nutrient levels will be measured at the input and outlet of each container to test the efficacy of each media type. CCWG will then compare nutrient removal rates with media costs and disposal requirements to select the optimal nutrient removal media to deploy at the IWTF.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Determination for the Environmental Impact Report was filed in April of 2021 with the State Clearing House for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Expected to acquire county encroachment and grading permits, in September 2021.

Deliverables:

- Permits as required

Task 7: Design

The project team will complete designs for each project component, as described below. The designs will describe the overall project concept for use in development of final design plans, and specifications including preliminary earthwork calculations, preliminary design details including piping, electrical, mechanical and/or housing design details and design-build performance criteria.

(a) Pipeline Assessment and Repair: Condition assessment of the pipeline will be done using MSI Inspections CCTV/3D Laser/Lidar inspection with defect coding and internal visual inspection with measurements (after appropriate excavations and shoring have been conducted). Utilize data from the

assessment to create the scope of work, design and final plans for repair or replacement. M1W staff to manage a consultant to provide the engineering design services for the condition assessment and rehabilitation design (see Budget Attachment 3).

(b) Wetland Treatment System: CCWG will prepare 100% design for the wetland treatment system.

(c) Electrical Components Flood Protection: The electrical components flood protection component of the project will require additional design work in order to develop 100% construction bid and design documents. The City of Salinas will leverage as much as possible the most recent design efforts which were part of the Phase 1B Salinas Dry Weather Diversion Project (see Budget Attachment 2).

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 (guidance provided in Exhibit L) for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: This will include setting up construction equipment at the various locations and lay down of necessary materials.

11(b): Site preparation will include Site preparation will include excavation, grading, shoring, storm water and erosion best management measures, and traffic control, as applicable.

11(c): Install, construct, excavate: Construction activities will include installation of the treatment wetland improvements, pipeline assessment and repair, and constructing a new concrete pad and installing new electrical components for climate change. Construction and implementation activities specific to each project component will consist of the following:

(a) Pipeline Repair: The pipeline starts at the City's storm water diversion structure #2, cuts southwesterly across many acres of prime farmland, across Hitchcock and Davis Roads, and terminates (plugged with concrete) immediately north of the IWTF influent pump station. Task 7 would include repair of parts of the pipeline found to have significant defects that may prevent reliable use of the pipeline to convey storm water. Repair of the pipeline segments on agricultural land will occur in the winter to avoid any growing season activities. Repairing sections of the pipeline within City-owned land and at the IWTF can occur in any season. The work may include re-stabilizing and reinforcing joints, repairing any holes, cracks or other pipeline flaws. At the influent pump station, a pipeline may be installed to bypass the influent pump station and connect to existing ponds. The final scope of repairs will depend upon budget available.

(b) Wetland Treatment System (see Figure 3): Water from the IWTF will be directed into adjacent abandon infiltration basins for treatment. Piping modifications will be made to direct water from the source water through each of the treatment basins. Soil amendments, plants, and flow regulation infrastructure will be installed within the treatment wetland basin to achieve linear flow and extend residence time for initial nutrient removal. Piping will be installed to allow water to through selected media prior to exiting the treatment systems. Water will then return to an ITWF pond during the pilot study.

(c) Electrical Components Flood Protection: Construction activities to relocate the electrical components above the 100-year floodplain will include evaluation and locating all equipment and connections, stub in of all necessary conduit, construction of new concrete equipment pad, tie in of all electrical connections, demolition of existing components, start up and testing of new instrumentation, controllers and related equipment

Deliverables:

- Photographic Documentation of Progress

BUDGET

PROPOSITION 1 ROUND GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT

AGREEMENT BUDGET SUMMARY

	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
Grant Administration	\$346,284	N/A	\$0	\$346,284	N/A
PROJECTS					
1 Emergency Deep Aquifer Supply and Storage Tank Project	\$395,000	\$25,000	\$7,712,000	\$8,132,000	0.3%
2 Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley	\$750,000	\$910,000	\$160,000	\$1,820,000	56%
3 Salinas River Flood and Habitat Improvement Program	\$526,525	\$679,856	\$0	\$1,206,381	50%
4 Monterey County Farm Nutrient Management and Water Quality Assistance Program	\$315,169	\$0	\$315,301	\$630,470	0%
5 Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use	\$1,129,883	\$1,277,852	\$0	\$2,407,735	53%
GRAND TOTAL	\$3,462,861	\$2,892,708	\$8,187,301	\$14,542,870	-

Grant Administration

Implementing Agency: Monterey County Water Resources Agency

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a Project Administration	\$346,284	N/A	\$0	\$346,284
TOTAL COSTS	\$346,284	N/A	\$0	\$346,284

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project

Implementing Agency: Castroville Community Services District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$0	\$25,000	\$0	\$25,000
b Land Purchase / Easement	\$0	\$0	\$100,000	\$100,000
c Planning / Design / Engineering / Environmental Documentation	\$270,000	\$0	\$125,000	\$395,000
d Construction / Implementation	\$125,000	\$0	\$7,487,000	\$7,612,000
TOTAL COSTS	\$395,000	\$25,000	\$7,712,000	\$8,132,000

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Grantee received a 100% cost share waiver. However, to meet the proposal cost share requirements, Castroville Community Services District (District) will fund 100% of project administration, the District will fund land acquisition from existing reserves set aside for the implementation of this water supply project.

**Other Cost Share: Fund for part of the design costs will be coming from State Water Resources Control Board’s Small Community Funding grant or loan.

PROJECT 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

Implementing Agency: Monterey County Water Resources Agency

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$60,000	\$0	\$60,000
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$15,000	\$0	\$0	\$15,000
d Construction / Implementation	\$735,000	\$850,000	\$160,000	\$1,745,000
TOTAL COSTS	\$750,000	\$910,000	\$160,000	\$1,820,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: In Kind services provided by United States Geological Service.

PROJECT 3: Salinas River Flood Protection and Habitat Improvement Program

Implementing Agency: Resource Conservation District of Monterey County

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$10,000	\$0	\$10,000
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$77,648	\$402,925	\$0	\$559,324
d Construction / Implementation	\$448,877	\$266,931	\$0	\$637,057
TOTAL COSTS	\$526,525	\$679,856	\$0	\$1,206,381

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: All cost share is from non-State sources and includes landowner payments from River Management Unit members and in-kind services from landowners.

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

IMPLEMENTING AGENCY: Resource Conservation District of Monterey County

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
a Project Administration	\$0	\$0	\$28,500	\$28,500
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$287,698	\$0	\$136,801	\$430,970
d Construction / Implementation	\$27,471 \$21,000	\$0	\$150,000	\$171,000
TOTAL COSTS	\$315,169	\$0	\$315,301	\$630,470

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost Share: Grantee received a 100% cost share waiver. At least 50% other cost share will be provided through existing, long-term agreements with the Monterey County Agricultural Commissioner and USDA Natural Resources Conservation Service (NRCS) for bilingual farmer technical assistance, and through USDA NRCS Environmental Quality Incentives Program (EQIP) for project design and implementation.

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

IMPLEMENTING AGENCY: City of Salinas

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$7,300	\$0	\$7,300
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$184,902	\$150,544	\$0	\$335,446
d Construction / Implementation	\$944,981	\$1,120,008	\$0	\$2,064,989
TOTAL COSTS	\$1,129,883	\$1,277,852	\$0	\$2,407,735

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: City of Salinas is providing \$955,552, Monterey One Water is providing \$315,000 match via the SRF loan spent in 2017 - 2019 on the Advanced Water Purification Facility for the Pure Water Monterey Project for which this project is a component, and is providing \$7,300 for project administration.

**EXHIBIT C
SCHEDULE**

PROPOSITION 1 ROUND 1 GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT

Grant Administration

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/07/2020	06/30/2027

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	09/01/2020	6/30/2027
b Land Purchase / Easement	06/01/2019	08/31/2022
c Planning / Design / Engineering / Environmental Documentation	09/01/2020	12/31/2023
d Construction / Implementation	08/31/2021*	03/31/2027

*Planning and Construction schedules overlap because acquisition of contractors through the bid process will be completed during the planning phase to ensure construction can begin directly behind finalizing planning efforts.

PROJECT 2: Re-Operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	09/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	12/31/2023
d Construction / Implementation	01/01/2015*	06/30/2025

*The timeframe for this task allows the collection and processing of two additional years of groundwater extraction data to be included into the report.

PROJECT 3: Salinas River Flood Protection and Habitat Stewardship Program

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	04/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	01/31/2025
d Construction / Implementation	08/01/2021*	01/31/2025

*Treatment of *Arundo donax* and tamarisk will take place in June through October 2021 and will include documentation of work areas through GIS mapping, photo documentation, and herbicide spray records. Implementation from one year can overlap with Planning for subsequent years.

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	9/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	01/31/2025
d Construction / Implementation	10/01/2021*	07/31/2025

*This project includes many smaller projects and Planning phases can be ongoing while Construction phases for other projects are already underway.

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

BUDGET CATEGORY	Start Date	End Date
a Project Administration	09/01/2021	06/30/2027
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	06/01/2017	01/31/2025
d Construction / Implementation	07/01/2017*	03/31/2027

*Portions of the project are ongoing, and implementation overlaps with other planning phases.

EXHIBIT D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.

- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State.

Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing

accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, “Default Provisions,” the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, “Default Provisions.”
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days’ advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION No. 19-002

**Authorize and direct the General Manager to apply for grant)
funding from the California Department of Water Resources)
for a Round 1 Integrated Regional Water Management)
Implementation Grant pursuant to the Water Quality, Supply,)
and Infrastructure Improvement Act of 2014 (Water Code)
§ 79700 *et seq.*), and to enter into an agreement to receive a)
grant titled “Managing Water Resources for Multiple Benefits)
in the Greater Monterey County Region”)**

WHEREAS, the Monterey County Water Resources Agency proposes to submit an application to the Department of Water Resources on behalf of the Greater Monterey County Integrated Regional Management Region; and

WHEREAS, the Monterey County Water Resources Agency intends to apply for grant funding from the California Department of Water Resources for the project costs;

NOW THEREFORE, BE IT RESOLVED, that the Monterey County Water Resources Agency hereby

a. Directs this Agency, pursuant and subject to all of the terms and provisions of the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1), to apply to the California Department of Water Resources to obtain a grant titled “Managing Water Resources for Multiple Benefits in the Greater Monterey County Region”

b. Authorizes and directs the General Manager, or designee, to prepare the necessary data, make investigations, sign, and file such proposal, and subject to review and approval by County Counsel, execute a grant agreement with California Department of Water Resources

c. Authorizes the General Manager, or designee, subject to review and approval by County Counsel to execute up to three (3) amendments to the Grant Agreement that do not materially alter the terms of the Grant Agreement.

d. Authorizes the General Manager, or designee, subject to review and approval by County Counsel to enter into sub-grantee agreements with the other project proponents.

This Resolution shall take effect upon approval by the Monterey County Water Resources Agency Board of Directors.

PASSED AND ADOPTED this 21th day of October 2019, at a regular meeting of the Monterey County Water Resources Agency Board of Directors by the following vote:

AYES: Directors Gonzalez, Baillie, Sullivan, Ekelund, Ortiz, Scattini, LeBarre, Smith and Simis

NOES: None

ABSENT: None



BY: _____
Mark Gonzalez, Chair
Board of Directors



ATTEST: _____
Brent Buche
General Manager

MONTEREY COUNTY WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
P: (831) 755-4860
F: (831) 424-7935
BRENT BUCHE
GENERAL MANAGER



STREET ADDRESS
1441 SCHILLING PLACE, NORTH BUILDING
SALINAS, CA 93901

July 14, 2020

Monia Holleman
Environmental Scientist
California Department of Water Resources
Division of Regional Assistance
Financial Assistance Branch
901 P Street
Sacramento CA 95814

RE: Authorization of the DocuSign use for all official transactions related to Proposition 1 Round 1 Implementation Grant

To Whom It May Concern:

By signing this letter, Monterey County Water Resources Agency does hereby agree to the following option regarding the use of DocuSign for all official transactions related to the Proposition 1 Round 1 Implementation Grant award including Agreement execution, Amendments, Invoices and various other documents.

Please check one:

- We do consent to the use of DocuSign for all transactions by both us and DWR
- We do not consent to the use of DocuSign by us. However, we do consent to the use of DocuSign by DWR
- We do not consent to the use of DocuSign by either us or DWR

Regards,

Brent Buche
General Manager

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

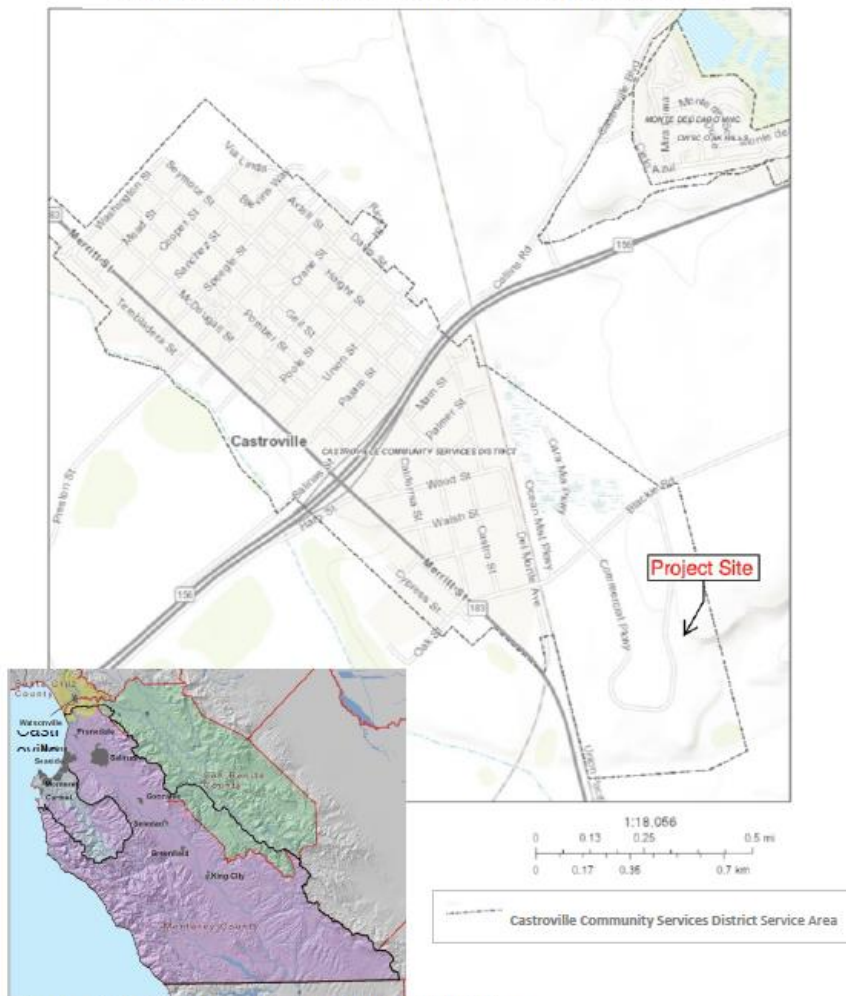
Sponsored Project: Project 1: Emergency Deep Aquifer Supply and Storage Tank Project

Sponsor Agency: Castroville Community Services District

Agency Address: 11497 Geil St, Castroville, CA 95012

Project Location: Monterey County, California (36.75612, -121.73768)

Castroville Community Services District: Emergency Deep Aquifer Supply and Storage Tank Project



Location of Castroville in context with Greater Monterey County IRWM Region

Sponsored Project: Project 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

Sponsor Agency: Monterey County Water Resources Agency

Agency Address: 1441 Schilling Pl, Salinas, CA 93901

Project Location: Salinas, CA (35.81861, -120.9303)

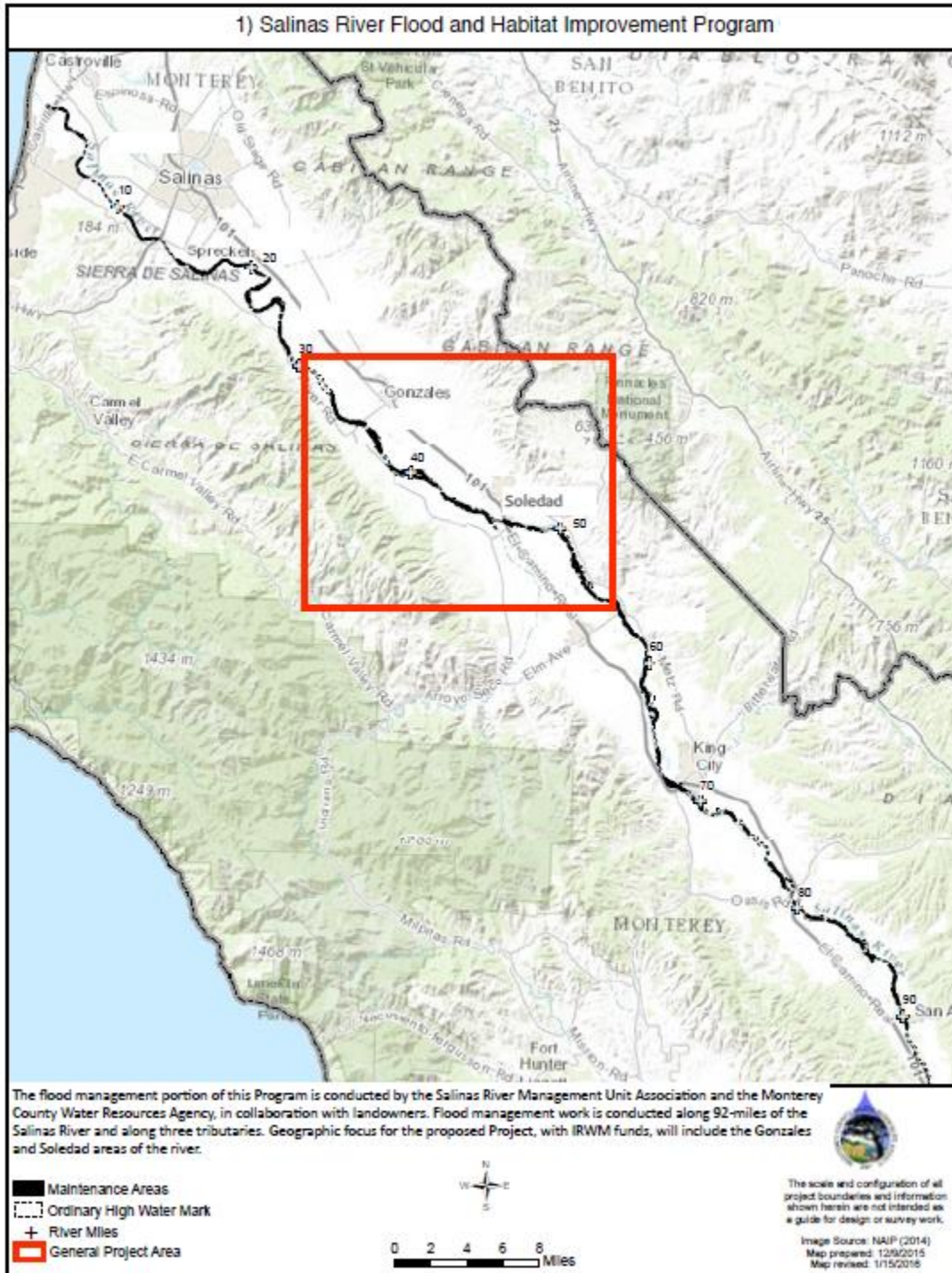


Sponsored Project: Project 3: Salinas River Flood and Habitat Improvement Program

Sponsor Agency: Resource Conservation District of Monterey County

Agency Address: 744 La Guardia St a, Salinas, CA 93905

Project Location: Monterey County, California (36.33361, -121.2022)

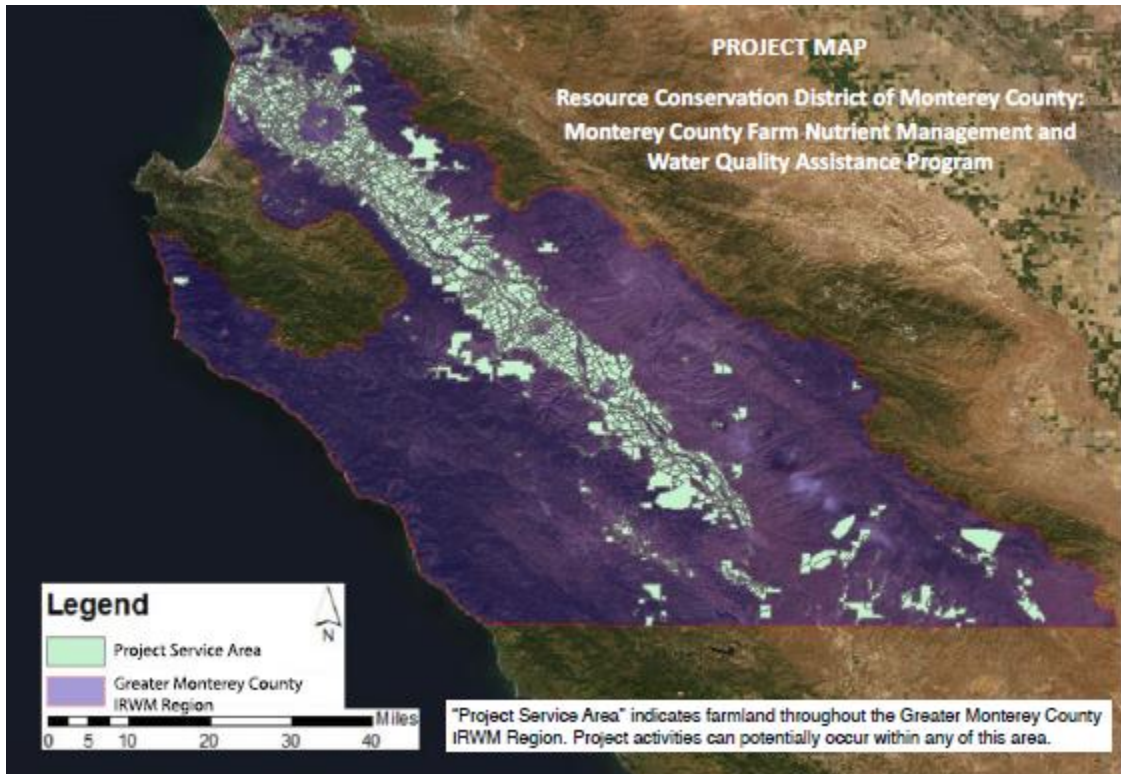


Sponsored Project: Project 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

Sponsor Agency: Resource Conservation District of Monterey County

Agency Address: 744 La Guardia St a, Salinas, CA 93905

Project Location: Monterey County, California (36.42028, -121.4075)



Sponsored Project: Project 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

Sponsor Agency: Central Coast Wetlands Group, City of Salinas

Agency Address: 5 Harris Ct, Monterey, CA 93940, 8272 Moss Landing Rd Moss Landing, CA 95039, 200 Lincoln Ave. Salinas, CA 93901

Project Location: Monterey County, California (36.66333, -121.7222)



EXHIBIT J**APPRAISAL SPECIFICATIONS**

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and

encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

**AMENDMENT NO. 2 TO THE
PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT SUB-GRANT
DISBURSEMENT AGREEMENT BETWEEN MONTEREY COUNTY WATER
RESOURCES AGENCY AND THE CITY OF SALINAS**

THIS AMENDMENT NO. 2 to the Proposition 1 Integrated Regional Water Management Sub-Grant Agreement between the Monterey County Water Resources Agency, a local public entity (hereinafter, “Agency”) and the City of Salinas, a California charter city and municipal corporation (hereinafter, “Sub-Grantee”), is hereby entered into between the Agency and the Sub-Grantee (collectively, the Agency and Sub-Grantee are referred to as the “Parties”).

WHEREAS, Sub-Grantee entered into an Agreement with the Agency on May 27, 2021 (hereinafter, “Agreement”); and

WHEREAS, Sub-Grantee executed Amendment No. 1 to the Agreement with a term extension and an updated to the Agency representative contact information on March 24, 2023; and

WHEREAS, the Parties wish to amend the Agreement with a term extension;

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

1. Amend Section 1.1 Implementation, Subsection B. Completion of Project to read as follows:
 - B. Completion of Project. The Sub-Grantee hereby agrees to complete the construction and installation of all components of the Project by **June 30, 2027**, pursuant to the mandates of the Grant Agreement.
2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CITY OF SALINAS SUB-GRANTEE

By: _____
General Manager (Signature)

By: _____
City Manager (Signature)

Print Name

Print Name

Date: _____

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, CAO Office

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.4

Board Report

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

Legistar File Number: WRAFIN 25-072

September 05, 2025

Introduced: 8/29/2025

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. 1 to the Professional Service Agreement with Kennedy Jenks Consultants, Inc. for the CSIP Condition Assessment Project, to extend the term length to July 1st, 2027, and a dollar increase of \$94,271 for a total contract amount not to exceed \$193,971; and authorize the General Manager to execute Amendment No. 1. (Presenter: Pete Vannerus)

RECOMMENDATION:

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

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Professional Service Agreement with Kennedy Jenks Consultants, Inc. for the CSIP Condition Assessment Project, to extend the term length to July 1st, 2027, and a dollar increase of \$94,271 for a total contract amount not to exceed \$193,971; and authorize the General Manager to execute Amendment No. 1.

SUMMARY/DISCUSSION:

On November 1st, 2024, the Agency entered into a Professional Services Agreement for consulting services with Kennedy Jenks Consultants, Inc. for system condition assessment services to complete the scope of work identified for Phase 1 of the CSIP System Condition Assessment Project. Phase 1 was completed to gather data, service records, maintenance records, etc. to conduct a Business Risk and Vulnerability Assessment and complete a plan to conduct in-field condition assessments. The consultant completed all tasks in Phase 1 to prepare for the next phase of the project. Due to the lack of available data, records for maintenance and accurate assessment details, a data gap analysis was completed. Additional details on the need to perform river crossing pipeline inspections for the California State Lease requirements, also shaped the priority of the next project steps.

Phase 2A is proposed to expand on Phase 1, reviewing the proposed technologies for pipeline and infrastructure inspections to finalize a plan and develop a cost estimate to complete the third task (Phase 2B of the project). Further development on inspection procedure, access location determination and other planning steps for in-field inspections are necessary and are included for the bulk of the scope for this Amendment. Further expansion in the scope of this amendment includes:

- Assistance with CSIP equipment asset logging, locating and GIS support.

- O&M manual review, analysis and update

- Grower/User access online dashboard for communications with Agency and system needs

Phase 2B will be developed once cost estimates are finalized from the information researched and

obtained from Phase 2A of the Condition Assessment. Phase 2B is not included in this scope of work.

The Amendment No.1 for Phase 2A of the CSIP Condition Assessment Project will extend the term of the agreement to July 1st, 2027 and add a dollar amount on the contract by \$94,271 with a total not-to-exceed amount of \$193,971. The Amendment is funded by CSIP Fund 131 under general Operations and Maintenance activities for the Condition Assessment Project.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP O&M- Condition Assessment Project

Prepared by: Pete Vannerus, Associate Water Resources Engineer (831) 755-4860

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

Attachments:

1. Original Agreement
2. Amendment No. 1



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAFIN 25-072

September 05, 2025

Introduced: 8/29/2025

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. 1 to the Professional Service Agreement with Kennedy Jenks Consultants, Inc. for the CSIP Condition Assessment Project, to extend the term length to July 1st, 2027, and a dollar increase of \$94,271 for a total contract amount not to exceed \$193,971; and authorize the General Manager to execute Amendment No. 1.

RECOMMENDATION:

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

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Professional Service Agreement with Kennedy Jenks Consultants, Inc. for the CSIP Condition Assessment Project, to extend the term length to July 1st, 2027, and a dollar increase of \$94,271 for a total contract amount not to exceed \$193,971; and authorize the General Manager to execute Amendment No. 1.

SUMMARY/DISCUSSION:

On November 1st, 2024, the Agency entered into a Professional Services Agreement for consulting services with Kennedy Jenks Consultants, Inc. for system condition assessment services to complete the scope of work identified for Phase 1 of the CSIP System Condition Assessment Project. Phase 1 was completed to gather data, service records, maintenance records, etc. to conduct a Business Risk and Vulnerability Assessment and complete a plan to conduct in-field condition assessments. The consultant completed all tasks in Phase 1 to prepare for the next phase of the project. Due to the lack of available data, records for maintenance and accurate assessment details, a data gap analysis was completed. Additional details on the need to perform river crossing pipeline inspections for the California State Lease requirements, also shaped the priority of the next project steps.

Phase 2A is proposed to expand on Phase 1, reviewing the proposed technologies for pipeline and infrastructure inspections to finalize a plan and develop a cost estimate to complete the third task (Phase 2B of the project). Further development on inspection procedure, access location determination and other planning steps for in-field inspections are necessary and are included for the bulk of the scope for this Amendment. Further expansion in the scope of this amendment includes:

- Assistance with CSIP equipment asset logging, locating and GIS support.

- O&M manual review, analysis and update

- Grower/User access online dashboard for communications with Agency and system needs

Phase 2B will be developed once cost estimates are finalized from the information researched and

obtained from Phase 2A of the Condition Assessment. Phase 2B is not included in this scope of work.

The Amendment No.1 for Phase 2A of the CSIP Condition Assessment Project will extend the term of the agreement to July 1st, 2027 and add a dollar amount on the contract by \$94,271 with a total not-to-exceed amount of \$193,971. The Amendment is funded by CSIP Fund 131 under general Operations and Maintenance activities for the Condition Assessment Project.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP O&M- Condition Assessment Project

Prepared by: Pete Vannerus, Associate Water Resources Engineer (831) 755-4860

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

Attachments:

1. Original Agreement
2. Amendment No. 1

**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 Kennedy/Jenks Consultants, Inc. a Professional Corporation, hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** 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:

Conduct Phase 1 of the proposed plan to execute a condition assessment of the CSIP Distribution System with emphasis on optimization, improvements and thorough preventative maintenance planning.
 - 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 11/1/2024 by CONTRACTOR and Agency, and will terminate on 7/1/2026, 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 Ninety-Nine Thousand Seven Hundred Dollars (\$ 99,700.00).

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 shall submit to Agency an invoice via email to WRAAccountsPayable@countyofmonterey.gov and to the Contract Administrator listed in Section 27.
- 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, to the extent 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 subcontractors, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractors showing each subcontractors 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, upon request, 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. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a contract for a preliminary phase of a project, with future phases to bid separately. This section does not apply to those situations when a contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. 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.
18. 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.
19. 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.
20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. Contract Administrators.

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

Agency’s designated administrator of this Agreement shall be:
Pete Vannerus

- 28. 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

Name: Pete Vannerus

Address:

1441 Schilling Pl., Salinas, CA 93901

Telephone: 831.755.4860

Fax:

E-Mail: VannerusP@countyofmonterey.gov

TO CONTRACTOR

Name: Gerald Fejarang, PE

Address:

2882 Prospect Park Drive, Suite 240 Rancho Cordova, CA 95670

Telephone: 916-858-2713

Fax:

E-Mail: GeraldFejarang@KennedyJenks.com

- 29. 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.
- 30. 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.
- 31. 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.
- 32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
 - Exhibit A - Scope of Work/ Work Schedule
 - Exhibit B - Fee Schedule
- 33. 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:**

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

Date: 11/14/2024 | 9:40 AM PST

CONTRACTOR:

BY: *Gerald Fejarang*

Type Name: Gerald Fejarang, PE
Title: Vice President

Date: 10/29/2024

BY: *Brandon Hale*

Type Name: Brandon Hale, PE
Title: Vice President

Date: 10/29/2024

* 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:

Signed by:
Kelly L. Donlon
5DA7ECB51BF8438...

Chief Assistant County Counsel

Signed by:
Trent Hill
30922505678A4ED...

Administrative Analyst

Dated: 11/13/2024 | 11:51 AM PST

Dated: 11/14/2024 | 8:16 AM PST

County Counsel – Risk Manager:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Auditor-Controller ²:

Dated: _____

Dated: 11/13/2024 | 2:48 PM PST

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



11 October 2024

Pete Vannerus
Associate Water Resources Engineer
Monterey County Water Resources Agency
1441 Schilling Place – North Building
Salinas, CA 93901

Subject: Castroville Seawater Intrusion Project Condition Assessment Planning
KJ B033870*34002

Dear Pete Vannerus:

Kennedy/Jenks Consultants, Inc. (KJ) is pleased to submit our proposed scope of work, schedule, and budget for Castroville Seawater Intrusion Project (CSIP) Condition Assessment Planning based on our recent discussions.

This letter summarizes our proposed scope of work, schedule, and level of effort for the CSIP Condition Assessment Plan. If you have any questions regarding our proposal, please contact Rachelle Thompson at (650) 852-2808 or Gerald Fejarang at (916) 858-2713. Thank you for considering us for this important project.

Very sincerely yours,

Kennedy Jenks Consultants

A handwritten signature in black ink, appearing to read 'Gerald Fejarang'.

Gerald Fejarang

Vice President

2350 Mission College Blvd., Suite 700 | Santa Clara, CA 95054

GeraldFejarang@kennedyjenks.com

[https://kjcnet.sharepoint.com/sites/wibumarketingstaff/proposals/monterey_county_water_resources_agency_ca/2024_castrovillecip_conditionassessment/proposal_working_files/mcwra_csip_cond_assessment_plan_proposal_\(oct_2024\).docx](https://kjcnet.sharepoint.com/sites/wibumarketingstaff/proposals/monterey_county_water_resources_agency_ca/2024_castrovillecip_conditionassessment/proposal_working_files/mcwra_csip_cond_assessment_plan_proposal_(oct_2024).docx)

Project Overview

Monterey County Water Resources Agency (MCWRA) owns and operates the Castroville Seawater Intrusion Project (CSIP) recycled water distribution facilities. The CSIP water distribution system supplies tertiary treated recycled water to approximately 12,000 acres of farmland for irrigation purposes. The water distribution system shown on Figure 1 is comprised of approximately 46 miles of pipelines and 113 metered turnouts. The CSIP system relies on three sources of water: tertiary treated recycled water from the Salinas Valley Reclamation Project (SVRP), supplemental groundwater wells, and treated Salinas River water from the Salinas River Diversion Facility (SRDF).

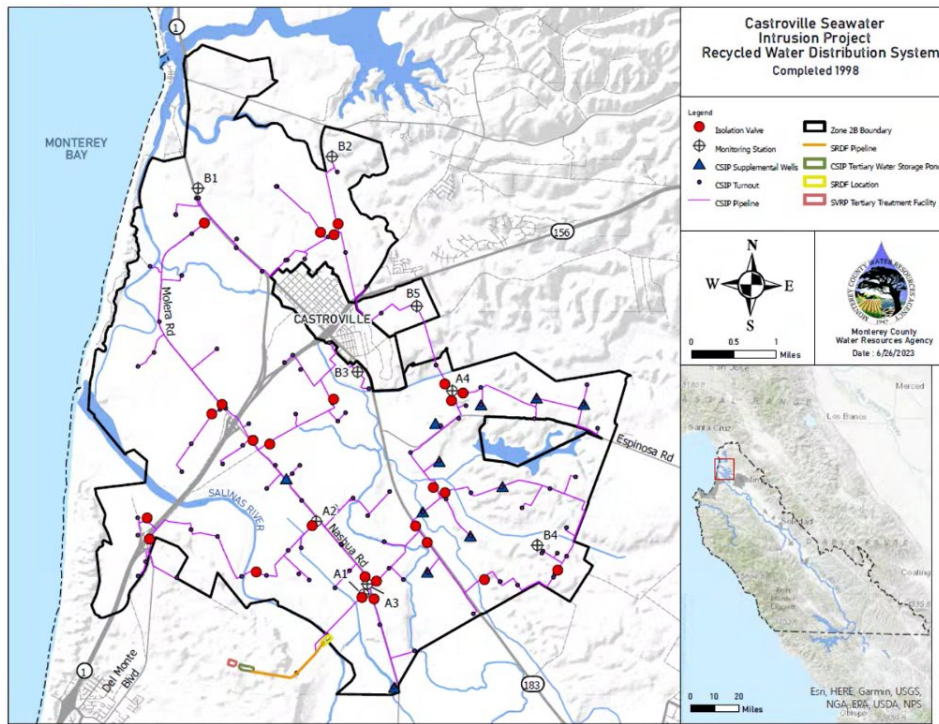


Figure 1. Castroville Seawater Intrusion Project Recycled Water Distribution System

The CSIP was completed in 1998, and the system infrastructure is aging, so MCWRA seeks to develop a strategy to optimize and renew the system. Conducting a comprehensive condition assessment of the entire system is currently cost-prohibitive, and so MCWRA seeks to conduct an initial vulnerability assessment to effectively plan future inspections and detailed risk analysis of critical infrastructure. Optimizing the operation of the CSIP and developing a renewal strategy to mitigate risk will enable MCWRA to reduce groundwater pumping from the local aquifer while still meeting customer demands. This proposal presents a scope of work for Phase 1 of the CSIP assessment, which includes data mining efforts, a business risk, and vulnerabilities assessment (BRVA), GIS integration, and development of an inspection plan. Phase 2 (not included in the presented scope of work) would include the condition assessments, remaining useful life and risk analyses, and development of mitigation plans. The flow of work from Phase 1 to Phase 2 is illustrated in Figure 2.

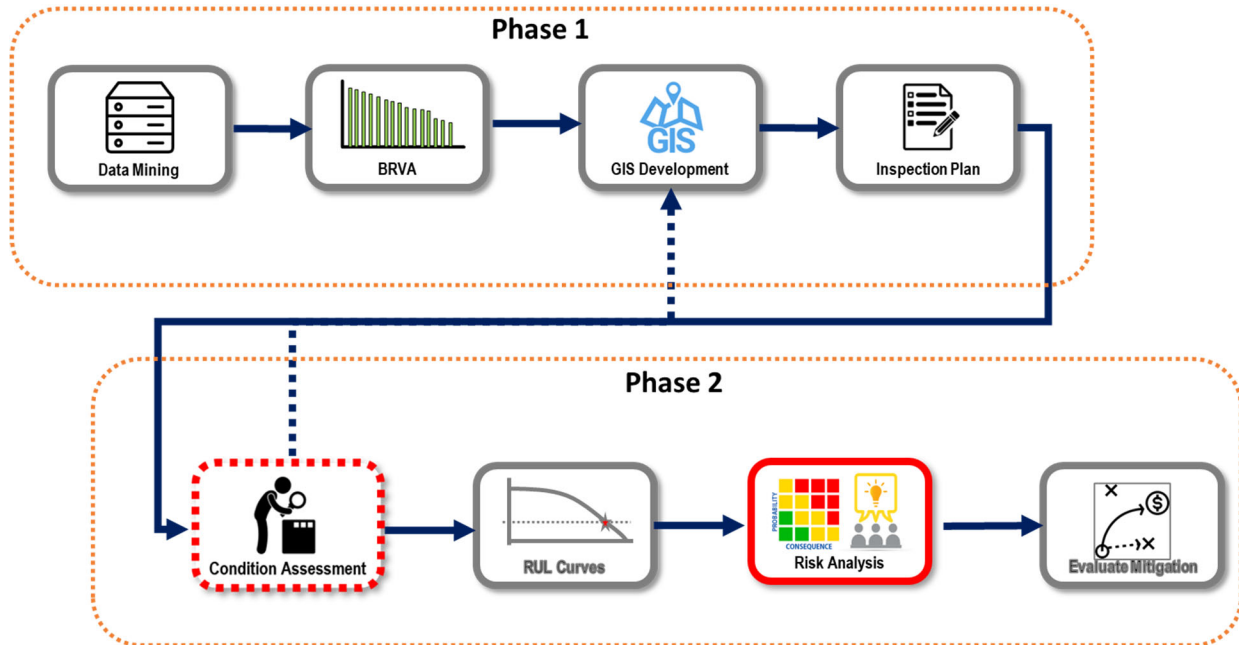


Figure 2. Phase 1 of Risk-Based Condition Assessment and Asset Management Process for CSIP

Scope of Work

Task 1 – Project Management, Meetings and QA/QC

1.1 Project Management

KJ's project manager will use KJ's internal tracking system to manage project files, track project budget, and prepare monthly invoices and status reports. This task includes project setup and closeout activities.

Deliverables:

- Monthly invoices and status reports (electronic format – PDF)

1.2 Meetings

KJ will attend 10 progress and coordination meetings with MCWRA staff to discuss any issues related to the project and update staff with project progress. KJ will also attend one kickoff meeting with MCWRA at the start of the project to review project schedule and objectives. KJ will prepare meeting notes and distribute them to MCWRA.

Assumptions:

- Project schedule is five (5) months long



Pete Vannerus
 Monterey County Water Resources Agency
 11 October 2024
 Page 4

- 10 progress meetings will be hosted via Microsoft Teams, will be 30 minutes in duration, and attended by up to two (2) KJ staff.
- Kickoff meeting will be hosted via Microsoft Teams, will be 1 hour in duration, and attended by up to two (2) KJ staff.

Deliverables:

- Meeting agendas and notes (electronic format – PDF)

1.3 Health and Safety Plan

KJ will prepare a Health and Safety Plan for work at MCWRA facilities as described in subsequent tasks.

1.4 Quality Assurance and Quality Control

This task includes implementation of quality assurance/quality control (QA/QC) procedures necessary to complete the tasks defined in this scope of work. KJ will also conduct an internal Concept and Criteria Review (C&CR) meeting toward the beginning of the project that involves a discussion of the project concepts by the project team members and senior members of our QA/QC staff.

Task 2 – Baseline Inventory and Data Collection

2.1 Data Collection and Review

KJ will collect information to understand the CSIP recycled water distribution facilities. This will include developing a data request list, prioritizing data needs, and tracking receipt of information. Data required includes, but is not limited to, as-built drawings (P&IDs, PFDs, civil layouts, mechanical layouts, and electrical one-line diagrams), CMMS exports (existing asset registry and maintenance history), system hydraulic profile, GIS files (geodatabase, shapefiles, or similar) of the recycled water distribution system, and other facility reports. KJ will develop a database repository as a method to collect, manage, and configure data so that we can migrate the information into MCWRA’s existing GIS.

Assumptions:

- Data will be provided by MCWRA within two weeks of request.
- MCWRA will coordinate with Monterey One Water (M1W) if necessary to provide the requested data.
- KJ will be granted the appropriate access to GIS and other related business systems. This access is beneficial to prevent duplication of effort and manage data integrity and security.

Deliverables:



Pete Vannerus
 Monterey County Water Resources Agency
 11 October 2024
 Page 5

- Request for Information (RFI) and reference information tracking table, electronic format

2.2 Asset Identification, Asset Registry, and ESRI GIS Integration

The objective for this subtask is to identify assets that make up the water reuse system that include, but are not limited to, linear, fixed, rotating, electrical, instrumentation, and structural classes. All identified assets will be listed in a master asset registry. The asset registry will comprise of base asset attribute data associated with the asset type. This information is typically included on equipment nameplates attached to the equipment, equipment cutsheets, equipment specifications, and/or vendor installation operations and maintenance manuals. KJ will migrate the built-out asset registry into MCWRA's GIS database, for eventual migration into their CMMS (Lucity/CentralSquare)

KJ will prepare a technical memorandum (TM) that summarizes MCWRA's available data, major data gaps, status of the existing GIS data, and recommendations for database improvement. The TM will include an asset registry that will be used as the basis for the vulnerability assessment (Task 3).

Assumptions:

- MCWRA will provide one set of consolidated comments on the draft TM and asset registry within two weeks of submittal.
- KJ will not be responsible for the migration of data from GIS to CMMS, nor the long-term management of the GIS database.

Deliverables:

- Draft and Final Asset Identification TM

Task 3 – System Criticality and Vulnerability Assessment

3.1 Business Risk and Vulnerabilities Assessment (BRVA)

A Business Risk and Vulnerabilities Assessment (BRVA) will be conducted to quantify risk for each asset to prioritize future condition assessments. KJ will use the consequence of failure analysis methodology to conduct the BRVA. This will include two (2) 4-hour workshops with MCWRA's engineering, operations, and maintenance staff. Goals of the workshops include:

- Develop a risk matrix that aligns with MCWRA's mission statement and business goals and defines consequence of failure scoring criteria.
- Engage and interview the team by asking focused questions related to the consequence of failure and O&M business elements that support the function of each asset. Questions will address reasonable failure modes, failure effects, dominant failure mechanisms, system criticality, operational targets, operator response corrective actions, asset history, and ideas for improvements.



Pete Vannerus
 Monterey County Water Resources Agency
 11 October 2024
 Page 6

The BRVA workshops will produce risk scores that represent the consequence of failure of each asset. The risk scores from the BRVA will be used to guide prioritization of assets for condition assessments.

Assumptions:

- Workshops will be conducted via Microsoft Teams over a total of eight (8) hours (two 4-hour sessions)
- Workshops will be attended by up to three (3) KJ staff.

3.2 BRVA Technical Memorandum

Findings from the workshop will be documented in a Microsoft Excel spreadsheet and summarized in a BRVA TM. The TM will describe the consequence of failure scoring criteria, summarize the high consequence of failure assets, and make recommendations for decreasing risk on an asset-by-asset basis, including a list of assets to be prioritized for inspection.

Assumptions:

- MCWRA will review the Draft BRVA TM and provide one consolidated set of comments within two weeks of submittal.

Deliverables:

- Draft and Final BRVA TM (electronic format – Word document or PDF).

Task 4 – Access Assessment and Inspection Planning

KJ will use the results of the BRVA to develop an inspection plan for assets, prioritized by risk criticality.

4.1 Field/Access Investigation

For high and moderately high critical assets (assets with high-risk scores), KJ will conduct an analysis to determine the inspection method and technology needed to determine the current condition of the asset. KJ will then conduct a field investigation to find and geolocate the assets included in the latest asset registry using the ESRI Survey123 application. While conducting field verification, KJ will also identify any access and maintainability constraints associated with the asset and determine available access points for the use of invasive or non-invasive inspection technologies. Findings from the field investigation will be exported from Survey123 and migrated into MCWRA’s GIS database.

Assumptions:

- MCWRA will coordinate site access for up to three (3) KJ staff and accompany KJ staff during the field investigation.
- Field inspections will not require any entry into confined spaces or other hazardous areas.



Kennedy Jenks

Pete Vannerus

Monterey County Water Resources Agency

11 October 2024

Page 7

- Field activities will take place up to two (2) days to field verify the location of high and moderately critical assets.
- Field investigations conducted during Phase 1 are for access planning purposes, not inspections to evaluate the condition of assets

4.2 Inspection Plan

KJ will use the asset registry, field inspection findings, and the updated GIS database to confirm the inspection method and technology that will be most effective to determining the condition rating of the asset. For linear assets, KJ will research and contact potential inspection contractors to determine availability, technology constraints, and budgetary costs to inspect assets. For fixed assets, structural, and vertical assets, KJ will use our expertise to determine the resources and efforts needed to conduct a field inspection. We will use this information to determine ways to safely isolate and shutdown the system to conduct a field inspection and develop an Inspection Plan for the CSIP facilities. The inspection plan will include:

- Recommended modifications to improve access for vehicles, technicians, and inspection technology, and associated American Association of Cost Engineers Class 5 Opinion of Probable Costs estimates.
- Recommended sequencing and scheduling of field inspections.
- Tactical level isolation and shutdown procedures with the level of detail to develop more detailed shutdown, lockout tagout (LOTO) and lock tag verify (LTV) procedures by the selected contractor.
- High-level, risk-based preventative maintenance strategies based on asset class and asset types. KJ will not develop PM job plans, LOTOs, LTVs, recommended spare parts analysis, operator routine duties, standard operating procedures, operator response corrective actions, layer of protection analysis, job hazard analysis, nor emergency response plans.

Assumptions:

- MCWRA will review the draft CSIP Inspection Plan and provide one set of consolidated comments within two weeks of submittal.
- Technical information will be stored in ESRI GIS database tables.
- All asset and inspection related information will be managed through ESRI GIS

Deliverables:

- Draft and Final CSIP Inspection Plan (electronic format – Word document or PDF)



Pete Vannerus
 Monterey County Water Resources Agency
 11 October 2024
 Page 8

Phase 2 (Future)

Phase 2 will include field inspections for condition assessment of high-priority assets, remaining useful life analysis for all assets, development of a detailed preventative maintenance plan, and development of a long-term renewal strategy for MCWRA facilities and assets (including strategic replacement, rehabilitation, and monitoring). Phase 2 activities are not included in the current scope of work.

Proposed Project Team

The following table shows the key KJ personnel that will execute the scope of work.

Name	Role
Gerald Fejarang, PE	Principal-in-Charge
Rachelle Thompson, PE	Project Manger
Karina Yap	Project Engineer
Josh Sales, RG	Data Management/GIS Advisor
Eric Synsteby, CRL	Technical Advisor
Matthew Mahoney, CRL	Lead Inspector

Estimated Schedule

A proposed schedule is provided below, to be updated at project kickoff:

Task	Approximate Duration	Estimated Completion Date
Task 1 – Project Management	5 months	March 30, 2025
Task 2 – Baseline Inventory and Data Collection	1 month	November 30, 2024
Task 3 – System Criticality and Vulnerability Assessment	2 months	January 31, 2025
Task 4 – Access Assessment and Inspection Plan	2 months	March 30, 2025

Compensation for Consulting Services

In accordance with the attached Schedule of Charges dated January 1, 2024, we propose a budget of \$99,916. A breakdown of our proposed project budget and line-item descriptions of the project deliverables is provided in Attachment A. KJ will manage work hours between tasks and employee classifications, and/or utilize other employee classifications listed in the attached rate sheet, provided that the project total fee is not exceeded without prior approval. A summary of the budgets by task is provided below:



Pete Vannerus
 Monterey County Water Resources Agency
 11 October 2024
 Page 9

Task	Description	Budget
Task 1	Project Management	\$12,272
Task 2	Baseline Inventory and Data Collection	\$20,818
Task 3	System Criticality and Vulnerability Assessment	\$27,591
Task 4	Access Assessment and Inspection Plan	\$39,019
Total		\$99,700

Standard Conditions

To assure a clear understanding of all matters related to our mutual responsibilities, the attached Standard Conditions dated 3 January 2024 are made part of this agreement. We have found these terms to be appropriate for use in agreements for provision of consultant services. Accordingly, if any conflicts exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions will prevail in the absence of our express written agreement. This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

EXHIBIT B
FEE SCHEDULE

Project ID:

Attachment A: Proposal Fee Estimate

CLIENT Name: Monterey County Water Resources Agency
 PROJECT Description: Castroville SIP Condition Assessment Planning
 Proposal/Job Number: B0033870*34002 Date: 10/3/2024

January 1, 2024 Rates	Eng-Sci-9 Gerald Fejarang	Eng-Sci-7 Josh Sales	Eng-Sci-6 Eric Synstebly	Eng-Sci-6 Matthew Mahoney	Eng-Sci-6 Rachelle Thompson	Eng-Sci-5 Jennifer Joern	Eng-Sci-4 Karina Yap	Health and Safety John Jindra	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech	Project Assistant	Admin. Assist.	Alde	Total	KJ Labor	KJ Escalation	KJ Assoc. Proj. Costs	Sub Contr. #1	Sub Contr. #2	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses												
Classification:																		Hours	Fees	0%	\$9.74	Fees	Fees	10%	Fees	10%																
Hourly Rate:	\$335	\$300	\$275	\$275	\$275	\$250	\$230	\$230	\$190	\$155	\$195	\$180	\$165	\$145	\$145	\$130	\$105																									
Task 1 - Project Management, Meetings, and QA/QC																																										
1.1 Project Management					8										8			16	\$3,360	\$0	\$156				\$0		\$0	\$3,516	\$0	\$0	\$3,516											
1.2 Meetings and Presentations					9		1								8			18	\$3,865	\$0	\$175				\$0		\$0	\$4,040	\$0	\$0	\$4,040											
1.3 Health and Safety Plan								3										3	\$690	\$0	\$29				\$0		\$0	\$719	\$0	\$0	\$719											
1.4 Quality Assurance and Quality Control	8	4																12	\$3,880	\$0	\$117				\$0		\$0	\$3,997	\$0	\$0	\$3,997											
Task 1 - Subtotal	8	4	0	0	17	0	1	3	0	0	0	0	0	0	16	0	0	49	\$11,795	\$0	\$477	\$0	\$0	\$0	\$0	\$0	\$12,272	\$0	\$0	\$12,272												
Task 2 - Baseline Inventory and Data Collection																																										
2.1 Data Collection and Review				4		24	4		8									40	\$9,540	\$0	\$390				\$0		\$0	\$9,930	\$0	\$0	\$9,930											
2.2 Asset Identification, Asset Registry, and ESRI GIS Integration				4		24	8		8									44	\$10,460	\$0	\$429				\$0		\$0	\$10,889	\$0	\$0	\$10,889											
Task 2 - Subtotal	0	0	8	0	0	48	12	0	16	0	0	0	0	0	0	0	0	84	\$20,000	\$0	\$818	\$0	\$0	\$0	\$0	\$0	\$20,818	\$0	\$0	\$20,818												
Task 3 - System Criticality and Vulnerability Assessment																																										
3.1 BRVA Workshop				8	8		16								4			36	\$8,660	\$0	\$351				\$0		\$0	\$9,011	\$0	\$0	\$9,011											
3.2 BRVA Technical Memorandum	8		8		8	4	16		32									76	\$17,840	\$0	\$740				\$0		\$0	\$18,580	\$0	\$0	\$18,580											
Task 3 - Subtotal	8	0	16	0	16	4	32	0	32	0	0	0	0	0	4	0	0	112	\$26,500	\$0	\$1,091	\$0	\$0	\$0	\$0	\$0	\$27,591	\$0	\$0	\$27,591												
Task 4 - Access Assessment and Inspection Planning																																										
4.1 Field/Access Investigation			4	24		16	16		24									84	\$19,940	\$0	\$818				\$0	\$1,000	\$100	\$20,758	\$0	\$1,100	\$21,858											
4.2 Inspection Plan			8	8	4	8	14		24						8			74	\$16,440	\$0	\$721				\$0		\$0	\$17,161	\$0	\$0	\$17,161											
Task 4 - Subtotal	0	0	12	32	4	24	30	0	48	0	0	0	0	0	8	0	0	158	\$36,380	\$0	\$1,539	\$0	\$0	\$0	\$1,000	\$100	\$37,919	\$0	\$1,100	\$39,019												
All Tasks Total	16	4	36	32	37	76	75	3	96	0	0	0	0	0	28	0	0	403	\$94,675	\$0	\$3,925	\$0	\$0	\$0	\$1,000	\$100	\$98,600	\$0	\$1,100	\$99,700												



Client/Address: Monterey County Water Resources Agency
 1441 Schilling Place – North Building
 Salinas, CA 93901

Contract/Proposal Date: ContractProposalDate

Schedule of Charges

January 1, 2024

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$155
Engineer-Scientist-Specialist 2	\$190
Engineer-Scientist-Specialist 3	\$210
Engineer-Scientist-Specialist 4	\$230
Engineer-Scientist-Specialist 5	\$250
Engineer-Scientist-Specialist 6	\$275
Engineer-Scientist-Specialist 7	\$300
Engineer-Scientist-Specialist 8	\$320
Engineer-Scientist-Specialist 9	\$335
Senior CAD-Designer	\$195
CAD-Designer	\$180
Senior CAD-Technician	\$165
CAD-Technician	\$145
Project Assistant	\$145
Administrative Assistant	\$130
Aide.....	\$105

In addition to the above Hourly Rates, an Associated Project Cost charge of \$9.74 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY &
KENNEDY JENKS CONSULTANTS, INC.**

THIS AMENDMENT NO. 1 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **KENNEDY JENKS 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, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect the Agency’s exercise of the option to extend the term of the agreement to July 1, 2027.

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$94,271.00, not to exceed \$193,971.00, to continue providing services identified in the Agreement.

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

1. Section 2, Term of Agreement. The term of this agreement shall begin on November 1, 2024, by CONTRACTOR and Agency, and will terminate on July 1, 2027, unless earlier terminated as provided herein.

2. Amend Section 3, “Employment of Contractor”, to add to Exhibit A, “Scope of Work/Work Schedule”, with Exhibit C, “Revised/additional Scope of Work.”

3. Amend Section 3, “Payments to CONTRACTOR; maximum liability”, to read as follows:
 Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the Revised fee schedule set forth in Exhibit D. The maximum amount payable to the contractor under this contract is One Hundred Ninety-Three Thousand Nine Hundred Seventy-One dollars (\$193,971.00)

Original Agreement	\$99,700
<u>Amendment No. 1</u>	<u>\$94,271</u>
Not to exceed total:	\$193,971

4. Amend Section 4, “Monthly Invoices by CONTRACTOR; Payment”, in section D, CONTRACTOR shall be reimbursed for travel expenses related to field activities for the Scope of Work, utilizing current General Services Administration (GSA) per diem rates and the Monterey County Travel Expense Policy for covered expenses.

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.

6. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT dated November 1, 2024.

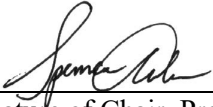
This space left blank intentionally

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 1 on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY

CONTRACTOR

General Manager

By: 

Signature of Chair, President, or
Vice-President

Dated: _____

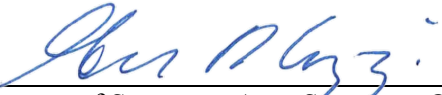
Spencer Archer, Vice President / Director of Collaborative Delivery

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 08/19/2025

Deputy Auditor/Controller

By: 

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

Dated: _____

Gerard P. Cavaluzzi, Corporate Secretary

Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: August 19, 2025

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.

Exhibit C: Revised/Additional Scope of Work

13 August 2025

Mr. Pete Vannerus, Associate Water Resources Engineer
Monterey County Water Resources Agency
1441 Schilling Place – North Building
Salinas, CA 93901

Subject: Castroville Seawater Intrusion Project Phase 2A: Priority Pipeline Condition Assessment
Planning
KJ B033870*34002

Dear Mr. Vannerus:

Kennedy/Jenks Consultants, Inc. (KJ) is pleased to submit our proposed scope of work, schedule, and budget for conducting Phase 2A of our planning work on the Castroville Seawater Intrusion Project (CSIP) Condition Assessment to recommend inspection technology and vendor(s), with a focus on the high priority segments of pipeline based on our recent discussions. Phase 2A builds on our Phase 1 work that included inventorying available information, conducting a business risk vulnerability assessment (BRVA) to identify high-priority pipelines, field visits, and preparation of a high-level pipeline inspection plan for high priority pipelines. As discussed with you during our call on July 1, 2025, Phase 2B would be to conduct the actual inspection.

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter. We anticipate that this work will be conducted as an amendment to the Agreement for Professional Services for Phase 1 executed on November 14, 2024.

If you have any questions regarding our proposal, please contact Tom Frisher at TomFrisher@KennedyJenks.com or (925) 322-3081. We look forward to continuing to support Monterey County Water Resources Agency with this important project and thank you for your consideration.

Very sincerely yours,

KENNEDY/JENKS CONSULTANTS, INC.



Sachiko Itagaki, P.E.
Principal



Tom Frisher, P.E.
Project Manager

Attachments: Schedule of Charges,
Detailed Labor Estimate

Project Overview

Monterey County Water Resources Agency (MCWRA) owns and operates the Castroville Seawater Intrusion Project (CSIP) recycled water distribution facilities. The CSIP water distribution system supplies tertiary treated recycled water to approximately 12,000 acres of farmland for irrigation purposes. The water distribution system shown on Figure 1 is comprised of approximately 46 miles of pipelines and 113 metered turnouts. The CSIP system relies on three sources of water: tertiary treated recycled water from the Salinas Valley Reclamation Project (SVRP), supplemental groundwater wells, and treated Salinas River water from the Salinas River Diversion Facility (SRDF).

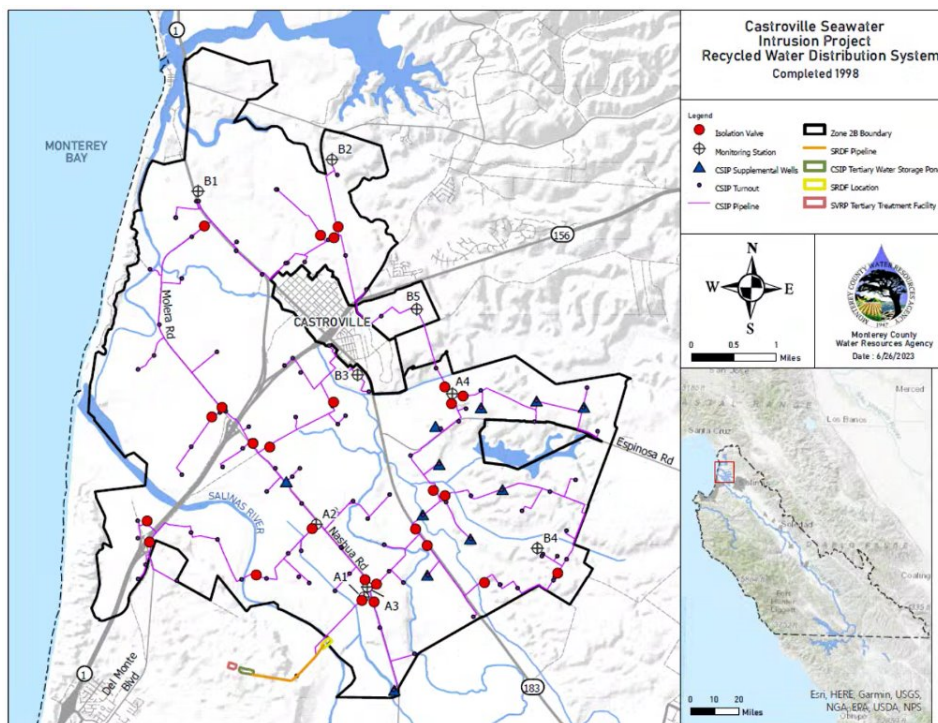


Figure 1. Castroville Seawater Intrusion Project Recycled Water Distribution System

The CSIP was completed in 1998, and the system infrastructure is aging, so MCWRA seeks to develop a strategy to optimize and renew the system. Since conducting a comprehensive condition assessment of the entire system is currently cost-prohibitive, MCWRA contracted with KJ in 2024 to conduct an initial vulnerability assessment to effectively plan future inspections and detailed risk analysis of critical infrastructure as Phase 1 of the CSIP Condition Assessment Planning. Optimizing the operation of the CSIP and developing a renewal strategy to mitigate risk will enable MCWRA to reduce groundwater pumping from the local aquifer while still meeting user demands. The initial phase of work included data mining efforts, site visit to collect information and documentation, a business risk and vulnerabilities assessment (BRVA), GIS integration, and preparation of an initial CSIP inspection plan which focused on high-priority pipeline segments.

This proposal presents the scope of work for the next phase of the CSIP assessment, which includes scaling the pipeline inspection plan to available budget, applying desktop tools as part of the pipeline inspection strategy for select high-priority segments and developing GIS components to link pipe fabrication, cut sheets and as-built drawings and inspection result information to the spatial data. The goal of Phases 2A and 2B is that the results of the inspection will be a condition assessment and estimation of remaining useful life for the high-priority pipeline segments. The flow of work from Phase 1 to Phase 2 presents a balanced approach where earlier tasks inform later tasks to meet MCWRA goals and is illustrated on Figure 2. Inspection of pipelines within the high priority list needs to be sequenced with planning for some assets to be physically inspected in later phases, and part of the scope of work will be to explore together with MCWRA other options, rely on KJ experience in pipeline condition assessment including non-intrusive techniques and rehabilitation options. This will result in further prioritization of segments of pipe so that findings about their condition can inform the study on other pipes of the same material and field conditions.



Figure 2. Phase 1 of Risk-Based Condition Assessment and Asset Management Process for CSIP with Progression to Phase 2A (in this proposal) and 2B (future).

Our proposed scope of work for Phase 2A includes the following tasks:

- Task 1: Project Management
 - 1.1 Project Management
 - 1.2 Meetings
 - 1.3 Quality Assurance and Quality Control
- Task 2: Inspection Planning
 - 2.1 CSLC Lease Pipeline Inspection Plan
 - 2.2 Condition Assessment Technology Selection and Finalized Inspection List
 - 2.3 Pipe Condition Assessment Inspection Plan
- Task 3: GIS Support Services
- Task 4: As-Needed Services
 - 4.1 Other As-Needed Services
 - 4.2 Mass Balance and Leak History Evaluation
 - 4.3 Pressure Testing and Leak Detection Plan
 - 4.4 Inspection Support

Scope of Work

Task 1 – Project Management, Meetings and QA/QC

1.1 Project Management

KJ's project manager will use KJ's internal tracking system to manage project files, track project budget, prepare monthly invoices and status reports, and health and safety planning. This task includes project setup and closeout activities.

Assumptions:

- Project schedule is six (6) months.

Deliverables:

- Six (6) Monthly invoices and status reports (electronic format – PDF)

1.2 Meetings

KJ will attend six (6) progress and coordination meetings with MCWRA staff to discuss any issues related to the project and update staff with project progress. KJ will also attend one kickoff meeting with MCWRA at the start of the project to review project key success indicators, schedule and objectives. KJ will prepare meeting notes and distribute them to MCWRA.

Assumptions:

- Project schedule is six (6) months.
- Six (6) progress meetings will be hosted via Microsoft Teams, each 30 minutes in duration, and attended by up to two (2) KJ staff.
- Kick-off meeting will be hosted via Microsoft Teams, 1 hour in duration, and attended by up to two (2) KJ staff.

Deliverables:

- Meeting agendas and notes (electronic format – PDF)

1.3 Quality Assurance and Quality Control

This task includes implementation of quality assurance/quality control (QA/QC) procedures necessary to complete the tasks defined in this scope of work. KJ will also conduct an internal Concept and Criteria Review (C&CR) meeting toward the beginning of the project that involves a discussion of the project concepts by the project team members and senior members of our QA/QC staff.

Deliverables: None

Task 2 – Inspection Planning

The high-priority pipe segments identified in the Phase 1 Inspection Plan are listed in Table 1.

Table 1. Updated Prioritization of Assets for Inspection

	Asset	Approximate Length¹ (ft)	Pipeline Diameter(s) (in)	
High Risk	42-inch Steel Pipeline (South quadrant - river crossing by Salinas River Diversion Facility (SRDF))	2,610	42	
	30-inch HDPE Pipeline (South quadrant - north river crossing)	1,761	30	
	20-inch Steel Pipeline	2,719	20	
	14-inch HDPE Pipeline ²	486	14	
	Pipelines - East quadrant (Main Line)		19,418	36
				42
				45
				51
	Pipelines - South quadrant (Main Line)		22,741	30
				33
36				

Notes:

1. Approximate length is based on the original GIS pipeline layer provided by MCWRA.
2. This section of pipe is found in the lay sheets to be HDPE pipe.

Approach:

The objective of Phase 2A is to further refine the list in Table 1 and scale the assessment and inspection to the available budget for this effort by categorizing pipe segments based on how they will be assessed. The KJ services will include:

- Reaching out to pipeline inspection vendors to identify appropriate methods of inspection and pipeline conditions needed to conduct inspections;
- Organizing the pipeline list based on types of assessment that will be practically deployed;
- Preparing planning level cost estimates based on the selected technology by pipe segment(s); and
- Selecting the best value solution for condition assessment within the available budget.

The assessment/inspection of high priority pipelines will be broken down in different approaches for the CA State Lands Commission (CSLC) pipeline segments versus the east and south quadrant main pipeline segments. The work product that will be completed under this phase will include an inspection plan with identification of segments, specific approaches for segments and estimated budget that fits into the resources remaining for Phase 2B.

2.1 California State Lands Commission Lease Pipeline Inspection Plan

Parts of the CSIP distribution system are located within a general lease authorized by the California State Lands Commission (CSLC) for a lease period of 20 years from August 20, 2020, to August 19,

2040. This lease requires MCWRA to provide the State with copies of periodic inspection results of the cathodic protection system operation including pipe-to-soil potential surveys of the pipelines listed below (numbered 1, 2, 3, and 4) once every three years. It also requires a new burial depth survey of the 20-inch diameter pipeline (1) and follow-up burial surveys for each of the four buried pipelines (1-4) at least once every five years.

CSLC pipelines to be inspected include:

1. One 42-inch diameter steel reclaimed water distribution pipeline (south river crossing by SRDF).
2. One 30-inch diameter HDPE reclaimed water distribution pipeline in the Salinas River (north river crossing).
3. One 20-inch diameter steel reclaimed water distribution pipeline.
4. One 14-inch diameter HDPE reclaimed water distribution pipeline.

Approach:

A CSLC pipeline inspection plan will be developed to determine investigation options for burial depth surveys and to confirm material type for pipelines within CSLC lease. The plan will be tailored around using a contractor (e.g., Teichert Construction) who has an existing on-call contract mechanism in place with MCWRA. The plan will evaluate alternatives and methods to record the pipe depth and pipe material type while protecting the existing assets from damage.

The CSLC Pipeline inspection plan will also include pipe-to-soil potential measurement to assess the effectiveness of cathodic protection systems for the buried steel pipelines. MCWRA recently had JDH complete an inspection of the cathodic protection system. The plan will include evaluation of the JDH report for cathodic protection operability for these pipe sections. For the pipe-to-soil potential and operability of cathodic protection, KJ will rely on the work already completed by JDH; additional work may be required by JDH for CSLC pipe segments. The Inspection Plan will include a summary table and map with the pipe materials and diameter, access conditions, and other pertinent information from which to obtain cost estimate quotes from MCWRA vendors/contractors for the inspection.

Assumptions:

- This task does not include the inclusion of JDH cathodic protection survey results into GIS or additional JDH pipe-to-soil potential or operability of cathodic protection analysis.
- MCWRA will retain vendors/contractors to conduct CSLC inspections.

Deliverables:

- CSLC Lease Pipeline Inspection Plan, to be included in the Draft and Final CSIP Inspection Report – PDF

2.2 Condition Assessment Technology Selection and Inspection List

This subtask includes the following activities:

- Develop vendor information packet including maps, tables, as-builts for in-pipe inspection of the CSLC pipeline segments totaling about 7,500 LF and the East and South Quadrant main line pipelines totaling about 42,500 LF. The packet is anticipated to include site access considerations, time constraints, seasonal considerations, flow requirements, and other constraints.
- Coordinate vendor interviews.
- Evaluate each vendor's proposed technology and vendor availability, considering such factors as location of work, accessibility requirements, technology applicability, track record of vendor, references, sample of work, safety etc.
- Obtain quotes from pipeline inspection vendors, quotes will include inspection of the entire group of pipelines designated as high priority for potential additional inspection in future phases as well as budgetary quotes for the entire CSIP pipeline.
- In Phase 2B, it is expected MCWRA will develop and execute agreements with up to two (2) pipeline inspection vendors and KJ will provide support to MCWRA with technical input (see Task 3- As-Needed Services).

As described in the Draft Phase 1 Inspection Plan, up to three (3) vendors will be contacted to obtain quotes for the work necessary to complete the inspection of the high-priority pipelines. Once vendor quotes are obtained, they will be summarized, and recommendations made on vendor selection to complete the pipeline inspection and provided to MCWRA in an e-mail and discussed at the subsequent check-in meeting.

Assumptions:

- Vendor quotes will be obtained for priority pipelines although it is expected that not all CSLC pipeline segments will be field (physically) inspected.
- No site visits for KJ for vendor procurements.

Deliverables:

- E-mail summary of vendor quotes (to be appendix to Task 2.3 Inspection Plan)

2.3 Pipe Condition Assessment Inspection Plan

KJ will use the results of the Phase 1 BRVA and Task 2.2 and MCWRA staff consultation, to develop an inspection plan for the high-priority pipelines identified in Table 1. Vendor information from Task 2.2 will inform availability, technology constraints, and budgetary costs to inspect high priority assets for the inspection plan. The inspection plan will identify ways to safely isolate and shut down portions of the system, if needed, to conduct a field inspection for the priority pipelines from Table 1 of the CSIP facilities. The inspection plan will:

- Use vendor quotes from Task 2.2 to estimate the priority pipelines lengths that can be inspected within the available budget. KJ will use the updated GIS database to document the inspection

method and technology that will be most effective in determining the condition rating of the asset.

- Identify pipeline inspection access locations and recommended modifications to improve access for vehicles, technicians, and inspection technology.
- Recommend sequencing and scheduling of field inspections.
- Outline preliminary isolation and shutdown procedures by MCWRA/M1W to inform development of more detailed shutdown, lockout tagout (LOTO) and lock tag verify (LTV) procedures by the selected contractor.

Assumptions:

- MCWRA will complete improvements to allow pipeline vendors pipeline access.
- Pricing will be obtained for priority pipelines although it is expected not all CSLC pipeline segments will be field (physically) inspected due to budget limitations.
- Not all East and South Quadrant main lines will be physically inspected.
- MCWRA will review the draft CSIP Inspection Plan and provide one set of consolidated comments within two weeks of submittal.
- Technical information will be stored in ESRI GIS database tables.
- Asset and inspection related information will be managed through ESRI GIS.
- KJ will not develop LOTOs, LTVs, recommended spare parts analysis, operator routine duties, standard operating procedures, operator response corrective actions, layer of protection analysis, job hazard analysis, nor emergency response plans.

Deliverables:

- Draft and Final CSIP Inspection Plan (electronic format – Word document or PDF)

Task 3 –GIS Support

MCWRA seeks to develop a robust data management system for the CSIP system that can support a future Computerized Maintenance Management System (CMMS). The available data includes a CSIP GIS map that includes locations of pipelines, air relief and isolation valves, monitoring stations, supplemental wells, booster stations and turnouts. Attribute data such as size, install date, and present condition for each facility are very limited

In this task, KJ will support field work and complete high-level strategizing for data management, integration with CMMS and ArcGIS online and will inventory data collected to date and incorporate some of the information at the direction of MCWRA. During this effort, KJ will support MCWRA staff in

managing the data for the most efficient results to make GIS data a tool that is most useful for current and future planning.

Approach:

This data management and GIS support task is to support creation of a digital data set that includes the mapping that MCWRA has set up and the other information that MCWRA has collected such as asset condition data for turnouts and associated appurtenances. This task supports inventorying items that can add greater functionality to the GIS such as:

- as-builts that are linked to specific pipe segments;
- results of cathodic protection evaluation;
- inspection results including photos, videos and narrative/data tables; and
- reports.

KJ also identified items in the 2025 Data Gaps TM that could be included in this task such as:

- Set up of GIS facility data structure that includes field and facility names including equipment associated with a facility, asset condition, and inspection and maintenance information to support future CMMS.
- Advising on efficient incorporation of existing as-built and other information to the GIS database.
- Advising on strategies/priorities for building out asset database and improving accuracy of the GIS database.

Assumptions:

- KJ will provide up to 50 hours of technical support and will work with MCWRA to identify how best to use the technical support hours.
- KJ will not be responsible for the migration of data from GIS to CMMS, nor for the long-term management of the GIS database.

Deliverables:

- Inventory of MCWRA information that can be added to GIS platform

Task 4 – As-Needed Services

This task is for additional services that can be provided to support the CSIP inspection and includes:

- 4.1 Additional As-Needed Support such as Grower Dashboard development planning, additional GIS support, operation and maintenance (O&M) manual and preventive maintenance analysis and other technical support

4.2 Pressure Testing and Leak Detection Plan for Priority Pipelines and River Crossings

4.3 Inspection Support for CSLC and CSIP Priority Pipelines

A more detailed scope and budget can be discussed prior to authorization of these services.

4.1 Other As-Needed Support

This task has a \$20,000 budget to support MCWRA on an as needed basis. Some topics that have been presented through discussion with MCWRA are described below.

4.1.1 Prepare Plan for Grower Dashboard Development

MCWRA has expressed interest in developing a communications dashboard with growers. This task is to explore the potential features of a dashboard, including:

- Grower daily water requests
- Grower billing
- Training and education materials for growers
- Surveys of grower activities

This task would include meetings with MCWRA staff to develop the features, discuss the implementation of the dashboard, and strategies for phasing. A more detailed scope and budget can be discussed prior to authorization of this task.

4.1.2 Additional GIS Support

In addition to Task 3, additional GIS support such as data collection/validation/evaluation as well as on-line GIS mapping, support of data transition to CMMS can be provided through this task. A more detailed scope and budget can be discussed prior to authorization of this task.

4.1.3 O&M Manual Analysis

Under this subtask KJ will evaluate the system's O&M Manual and set a foundation for a more MCWRA customized O&M manual with explicit and specific goals than the one that currently exists. The O&M manual effort will include developing key criteria, assessing preventive maintenance practices/recommendations/needs and developing an O&M manual outline with higher level of detail.

4.1.4 Other Technical Support

This subtask is for other support not identified in 4.1.1 or 4.1.2; scope and budget will be developed in collaboration with MCWRA.

Phase 2B (Future)

Phase 2B will include additional field inspections for condition assessment of remaining pipeline assets, remaining useful life analysis for assets, development of a detailed preventative maintenance plan, and development of a long-term renewal strategy for MCWRA facilities and assets (including strategic replacement, rehabilitation, and monitoring). Phase 2B activities are not included in the current scope of work.

Proposed Project Team

The following table shows the key KJ personnel that will execute the scope of work.

Name	Role
Sachiko Itagaki, PE	Principal-in-Charge
Tom Frisher, PE	Project Manager
Karina Yap	Project Engineer
Josh Sales, RG/Jennifer Obrien	Data Management/GIS Advisor
Eric Synsteby, CRL	Technical Advisor

Estimated Schedule

A proposed schedule is provided below, to be updated at project kickoff:

Task	Approximate Duration	Estimated Completion Date
Task 1 – Project Management	6 months	February 28, 2026
Task 2 – Inspection Planning	6 months	February 28, 2026
Task 3 – GIS Support	6 months	February 28, 2026
Task 4.1 – Other As-Needed Support	6 months	February 28, 2026

Compensation for Consulting Services

In accordance with the attached Schedule of Charges dated January 1, 2025 (Attachment A), we propose a budget of \$94,271 which includes \$74,271 for Tasks 1-3 and a \$20,000 budget for Task 4.1 Other As-Needed Services. A breakdown of our proposed project budget and line-item descriptions of the project tasks is provided in Attachment B. KJ will manage work hours between tasks and employee classifications, and/or utilize other employee classifications listed in the attached rate sheet, provided that the project total fee is not exceeded without prior approval. A summary of the budgets by task is provided in the table that follows:

Task	Description	Budget
Task 1	Project Management and QAQC	\$18,612
Task 2	Inspection Planning	\$41,597
Task 3	Data Management and GIS Support	\$14,062
Total Tasks 1-3		\$74,271
Task 4.1	Other As-Needed Support	\$20,000
Total Phase 2A Budget		\$94,271

Exhibit G: Revised Fee Schedule for Additional Scope of Work

Attachment 1

Client/Address: Monterey County Water Resources Agency
1441 Schilling Place
North Building
Salinas, CA 93901

Contract/Proposal Date: August 13, 2025

Schedule of Charges

January 1, 2025

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1.....	\$165
Engineer-Scientist-Specialist 2.....	\$195
Engineer-Scientist-Specialist 3.....	\$220
Engineer-Scientist-Specialist 4.....	\$240
Engineer-Scientist-Specialist 5.....	\$265
Engineer-Scientist-Specialist 6.....	\$285
Engineer-Scientist-Specialist 7.....	\$310
Engineer-Scientist-Specialist 8.....	\$330
Engineer-Scientist-Specialist 9.....	\$350
Senior CAD-Designer	\$200
CAD-Designer	\$190
Senior CAD-Technician	\$180
CAD-Technician	\$160
Project Assistant.....	\$145
Administrative Assistant.....	\$135

In addition to the above Hourly Rates, an Associated Project Cost charge of \$9.74 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

Other Expenses

For the purpose of this amendment only, KJ agrees to not mark up Other Expenses or sub consultants cost specifically the ones listed in a. through f., all other expenses will be billed as mentioned below:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved (GSA) mileage rates.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2025 through December 31, 2025. After December 31, 2025, invoices will reflect the Schedule of Charges currently in effect.

Attachment 2

Proposal Labor Fee Estimate Break-down



CLIENT Name: **Monterey County Water Resources Agency**
 PROJECT Description: **CSIP Phase 2A Priority Pipeline Inspection and Supplemental Services**
 Proposal/Job Number: **B001283*34582** **8/13/2025**

	S. Itagaki	T. Frisher	J. Bowland/X. Li	R. Thompson	J OBrien	O. Ervin/J. Richardson	M. Norman									
January 1, 2025 Rates	Eng-Sci-8 Principal in Charge	Eng-Sci-8 Project Manager	Eng-Sci-7 QA/QC-Technical Advisor	Eng-Sci-6	Eng-Sci-6	Eng-Sci-2 Staff Engineer	Project Assistant	Total	KJ Labor	KJ Assoc. Proj. Costs	KJ ODCs	KJ ODCs Markup	Total Labor	Total Expenses	Total Labor + Subs + Expenses	
Classification:								Hours	Fees	\$9.74	Fees	10%			Fees	
Hourly Rate:	\$330	\$330	\$310	\$285	\$285	\$195	\$145	Hours	Fees	\$9.74	Fees	10%			Fees	
Task 1: Project Management (PM)																
01 PM - Project Initiation	0	6	0	2	0	6	6	20	\$4,590	\$195	\$0	\$0	\$4,785	\$0	\$4,785	
02 PM - Monitoring and Control	1	8	0	0	0	2	1	12	\$3,505	\$117	\$0	\$0	\$3,622	\$0	\$3,622	
03 PM - Monthly Reports and Invoicing		2					4	6	\$1,240	\$58		\$0	\$1,298	\$0	\$1,298	
04 PM - Meetings		6				6		12	\$3,150	\$117	\$150	\$15	\$3,267	\$165	\$3,432	
05 PM - Project Closeout							2	2	\$290	\$19		\$0	\$309	\$0	\$309	
Task 1 - Subtotal	1	22	0	2	0	14	13	52	\$12,775	\$506	\$150	\$15	\$13,281	\$165	\$13,446	
1.4 Quality Control (QC)																
01 QC - Quality Management	0	1	0	0	0	0	0	1	\$330	\$10	\$0	\$0	\$340	\$0	\$340	
02 QC - Milestone Reviews	3	1	8	1	0	3	0	16	\$4,670	\$156	\$0	\$0	\$4,826	\$0	\$4,826	
Task 1 -QC - Subtotal	3	2	8	1	0	3	0	17	\$5,000	\$166	\$0	\$0	\$5,166	\$0	\$5,166	
Task 2: Inspection Planning																
01 2.1 CSLC Inspection Plan	1	6	2	0	2	16	0	27	\$6,620	\$263	\$0	\$0	\$6,883	\$0	\$6,883	
02 2.2 Condition Assessment Technology Selection and Inspection List	2	9	6	0	2	38	0	57	\$13,470	\$555	\$0	\$0	\$14,025	\$0	\$14,025	
Task 2 - Subtotal	8	29	10	0	14	106	0	167	\$39,970	\$1,627	\$0	\$0	\$41,597	\$0	\$41,597	
Task 3: Data Management and GIS Support																
01 Technical Support	0	5	0	0	35	10	0	50	\$13,575	\$487	\$0	\$0	\$14,062	\$0	\$14,062	
Task 3 - Subtotal	0	5	0	0	35	10	0	50	\$13,575	\$487	\$0	\$0	\$14,062	\$0	\$14,062	
Task 4 - As-Needed Services																
01 4.1 Other As-Needed Services	4	8	8	3	17	35	1	76	\$19,110	\$740	\$136	\$14	\$19,850	\$150	\$20,000	
Task 4 - Subtotal	4	8	8	3	17	35	1	76	\$19,110	\$740	\$136	\$14	\$19,850	\$150	\$20,000	
All Tasks Total	16	66	26	6	66	168	14	362	\$90,430	\$3,526	\$286	\$29	\$93,956	\$315	\$94,271	



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 25-068

September 05, 2025

Introduced: 8/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with TCB Industrial, Inc., (TCB), to increase the dollar amount by \$275,000 for a total contract amount not-to-exceed \$640,000 to provide maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2. (Presenter: Manuel Saavedra)

RECOMMENDATION:

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

Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with TCB Industrial, Inc., (TCB), to increase the dollar amount by \$275,000 for a total contract amount not-to-exceed \$640,000 to provide maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2.

SUMMARY/DISCUSSION:

On April 25, 2024, the Monterey County Water Resources Agency (Agency) entered into a three-year term Agreement for Services (Agreement) with TCB in the amount of \$100,000 to partial pay some of the costs to refurbish Unit 2 and to provide other as-needed repair services.

In September 2024, the Board of Directors approved Amendment No.1 to increase the amount payable by \$265,000 to a not-to-exceed total of \$365,000 to complete the overhaul of the generator and turbine for Unit 2.

The purpose of Amendment No. 2 is to increase the agreement amount by \$275,00 to allow payment for the replacement of the power plant's coiling coils (coils) which have reached end of operational life conditions and to perform overdue preventive maintenance (PM) on Unit 1, and to provide funding for other as-needed maintenance and repair services for the power plant. The Agency has received from TCB price quotes to remove and re-install the coils for approximately \$48,000 and \$205,000 to perform the PM on Unit 1.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Amendment No. 2 is financed from hydroelectric power sales revenue in Fund 130. The total amount

needed for this amendment in FY2025-26 is estimated at \$275,000 and is included in the FY2025-26 Adopted Budget. Sufficient appropriations in Fund 130 are included in the FY2025-26 Adopted Budget to pay for this amendment.

Prepared by: Manuel Saavedra, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

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



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAFIN 25-068

September 05, 2025

Introduced: 8/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with TCB Industrial, Inc., (TCB), to increase the dollar amount by \$275,000 for a total contract amount not-to-exceed \$640,000 to provide maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2.

RECOMMENDATION:

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

Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with TCB Industrial, Inc., (TCB), to increase the dollar amount by \$275,000 for a total contract amount not-to-exceed \$640,000 to provide maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2.

SUMMARY/DISCUSSION:

On April 25, 2024, the Monterey County Water Resources Agency (Agency) entered into a three-year term Agreement for Services (Agreement) with TCB in the amount of \$100,000 to partial pay some of the costs to refurbish Unit 2 and to provide other as-needed repair services.

In September 2024, the Board of Directors approved Amendment No.1 to increase the amount payable by \$265,000 to a not-to-exceed total of \$365,000 to complete the overhaul of the generator and turbine for Unit 2.

The purpose of Amendment No. 2 is to increase the agreement amount by \$275,00 to allow payment for the replacement of the power plant's coiling coils (coils) which have reached end of operational life conditions and to perform overdue preventive maintenance (PM) on Unit 1, and to provide funding for other as-needed maintenance and repair services for the power plant. The Agency has received from TCB price quotes to remove and re-install the coils for approximately \$48,000 and \$205,000 to perform the PM on Unit 1.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Amendment No. 2 is financed from hydroelectric power sales revenue in Fund 130. The total amount needed for this amendment in FY2025-26 is estimated at \$275,000 and is included in the FY2025-26 Adopted Budget. Sufficient appropriations in Fund 130 are included in the

FY2025-26 Adopted Budget to pay for this amendment.

Prepared by: Manuel Saavedra, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

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

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and TCB Industrial, Inc., a Corporation hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** 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:
Perform refurbishment of the Unit 2 generator and turbine for the Nacimiento Dam Hydroelectric power plant, provide as needed hydroelectric power plant repair services
 - (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 April 8, 2024, by CONTRACTOR and Agency, and will terminate on December 31, 2027, 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 One Hundred Thousand Dollars,
(\$100,000.00).
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 shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us and to the Contract Administrator Section 26.
 - (c) 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.
 - (d) 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.
 - (e) 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. Independent Contractor Compliance with Government Code Section 1097.6(c). CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. 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.
18. 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.
19. 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.

20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. Contract Administrators.

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

Scott Gomez

Agency’s designated administrator of this Agreement shall be:

Manuel Saavedra

28. 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: Manuel Saavedra	Name: Scott Gomez
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 2955 Farrar Ave., Modesto, CA 95354
Telephone: 831.755.4860	Telephone: 209.571.0569
Fax:	Fax:
E-Mail: saavedram@co.monterey.ca.us	E-Mail: sgomez@tcbindustrial.net

29. 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.

30. 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.

31. 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.

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

- Exhibit A - Scope of Work/ Work Schedule
- Exhibit B - Fee Schedule

33. 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 SERVICES**

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY: DocuSigned by:
Ara Azhderian
1F182FFB49A2435...

Ara Azhderian
General Manager

Date: 4/25/2024 | 8:47 AM PDT

CONTRACTOR:

BY: *[Handwritten Signature]*

Type Name: Beyan Martin
Title: Vice President

Date: 4-10-24

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:

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

DocuSigned by:
Trant Hill
30922505678A4ED...
Administrative Analyst

Dated: 4/19/2024 | 10:36 AM PDT

Dated: 4/24/2024 | 3:56 PM PDT

County Counsel – Risk Manager:

DocuSigned by:
Patricia Ruiz
E79EF64E67454F6...
Auditor-Controller ²:

Dated: _____

Dated: 4/19/2024 | 3:21 PM PDT

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

SCOPE OF WORK:

CONTRACTOR will provide the following description of work related to the refurbishment of the Unit 2 generator and turbine for the Nacimiento Dam Hydroelectric Power Plant, and as-needed hydroelectric power plant repair services in accordance with the Payment Provisions listed in Exhibit B:

PHASE 1: Removal and Disassembly of Generator and Turbine.

1. Mobilization.
2. Conduct site specific safety training and stage tooling in designated areas.
3. Sign onto applicable LOTO clearances.
4. Record as-found dimensions and provide data sheets for Agency for documentation and review.
5. Match mark components in preparation of disassembly.
6. Uncouple the generator from the turbine shaft and remove.
7. Load generator on truck and ship to Ideal Electric (subCONTRACTOR) for refurbishment.
8. Refurbishment of generator (by subCONTRACTOR): Complete dismantle, chemically clean stator and rotor, inspect, and repair electrical and mechanical components, including all shaft journals. Check rotor, windings, stabilization components to include wedges, field pole assemblies, perform Total Indicated Run Out. Install new bearings, secondary VPI treatment and baking. Provide final inspection report (will include as-found and repaired conditions), and test run prior to shipping to facility.
9. Rewind of Generator (OPTIONAL - Only if required).
10. Unbolt turbine assembly from the upstream intake pipe flange and base plate.
11. Pull turbine unit and trip to top deck.
12. Supply and install cover for exposed chase to tail race.
13. Rig turbine unit out of powerhouse and stage.
14. Load turbine and transport to Refurbishment Shop.

PHASE 2: Refurbishment and Installation of Generator and Turbine (To be completed after July 1, 2024).

15. Complete disassembly of turbine unit and assessment of internal components.
16. Record all found dimensions and clearances on turbine components.
17. Create data sheets for turbine components and provide to Agency for review.
18. Develop detailed refurbishment plans based off the as found conditions of the components.
19. Machine new turbine components and install.
20. Provide data sheets to Agency of as machined dimensions and As-Built drawings.
21. Blast and paint coat the exterior and accessible interior components of the turbine prior to returning to site.
22. Transport turbine back to site for reassembly.
23. Off load truck and rig into top deck of powerhouse.
24. Trip to the vertical position and install.
25. Connect upstream flange with new gaskets and hardware.
26. Deliver newly refurbished generator.
27. Offload generator and rig to top deck of powerhouse.
28. Rig generator and install on top of turbine.
29. Roto-Line will be performed prior to coupling and data will be submitted to Agency for review.
30. If generator needs to be shimmed or shifted, CONTRACTOR to re-dowel generator to turbine mounting flange.
31. Provide start-up support.
32. Site clean-up and demobilization.

Project ID:

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

SCOPE OF WORK:

Project Clarifications:

- Hydroelectric power plant consultant time is included for two shifts: One shift for disassembly and one shift for reassembly.
- CONTRACTOR will provide a 2-person crew for three (3) days to support the start-up activities on site.
- subCONTRACTOR (Ideal Electric) will provide three (3) days of on site installation assistance and oversight for commissioning of the unit after installation by CONTRACTOR, and will provide connections to the connection box.
- Machine shop work to repair all bushings/linkage/hardware is included in the price total for the scope of work, except materials for bushings or component purchasing.

WORK SCHEDULE:

- CONTRACTOR will begin and complete performance of services within the timeline provided by the Agency. In setting the timeline for performance, the Agency will first consult with and consider CONTRACTOR's feedback.

Project ID:

TCB Industrial, Inc₃₃₈

EXHIBIT B

PAYMENT PROVISIONS

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work as follows:

PHASE 1: Removal and Disassembly of Generator and Turbine.

CONTRACTOR will complete Phase 1 scope of work for a Fixed Price of Forty-Eight Thousand Three Hundred Twenty-Five Dollars (\$48,325.00). The proposed price includes all applicable state and federal taxes.

PHASE 2: Refurbishment and Installation of Generator and Turbine.

CONTRACTOR will complete the Phase 2 scope of work for a Fixed Price of Two Hundred Eighty-Two Thousand Nine Hundred Ninety-Seven Dollars (\$282,997.00). The proposed price includes all applicable state and federal taxes.

NOTE:

Work performed by CONTRACTOR outside the scope of work for Phase 1 and 2 shall be billed in accordance with the Time and Materials rates shown in Exhibit B.

Project ID:

TCB Industrial, Inc₃₃₉

EXHIBIT B**PAYMENT PROVISIONS**

CONTRACTOR shall be compensated for as-needed hydroelectric power plant repair services on a Time and Materials basis in accordance with the Fee Schedule shown below:

TCB Industrial, Inc. - Billing Rates

T&M Rates effective: 7/1/23 to 6/30/24

Classification	ST	OT	DT
Shop Support	\$158	\$208	\$259
Draftsman / Detailer	\$115	\$173	\$230
Project Manager	\$207	\$282	\$357
Millwrights: Journeyman	\$163	\$216	\$269
Millwrights: Foreman	\$173	\$231	\$289
Millwrights: Gen. Foreman	\$179	\$241	\$302
Millwrights: Superintendent	\$186	\$251	\$315
Carpenters: Journeyman	\$156	\$208	\$259
Carpenters: Foreman	\$167	\$223	\$279
Carpenters: General Foreman	\$189	\$257	\$324
Carpenters: Superintendent	\$216	\$297	\$378

Classification	ST	OT	DT
**Pipefitters: Journeyman	\$146	\$197	\$248
**Pipefitters: Foreman	\$168	\$231	\$294
**Pipefitters: General Foreman	\$178	\$246	\$314
Confined Space Rescue	\$132	\$176	\$220
Project Administrator	\$106	\$158	\$211

If job requires a 2nd shift each rate will increase by \$3 an hour.

If job requires a 3rd shift each rate will increase by \$3.25 an hour.

Truck \$130 per day. Fuel will be charged at a rate of .70 cents per mile. Due to fuel fluctuation surcharge may apply. Confined Space Rescue Equipment Trailer \$500 per day

PLEASE NOTE:

- *All labor and equipment are subject to availability at time required.
- *Quoted labor rates include hourly pay and fringe benefits as dictated by current union agreements.
- *Most rates are subject to re-negotiation and revision on or about 6/30.
- **Pipefitters are subject to renegotiation and revision on or about 6/30 and 12/31.
- *Sub-contractors, materials, and third party rentals shall be billed at cost plus 15%.

***Rate Conditions**

Normal workday and normal workweek are defined as eight (8) consecutive hours and five (5) consecutive normal workdays.

UA Pipe Fitters: Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and ten Monday through Friday and between hours one and ten Saturday. Double time premiums (2T) apply after hour Ten Monday through Friday, after hour Ten on Saturday and all day on Sunday and Holidays.

Other Crafts: Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and Twelve Monday through Friday and between hours one and Twelve Saturday. Double time premiums (2T) apply after hour Twelve Monday through Friday, after hour Twelve on Saturday and all day on Sunday and Holidays.

Demand rates apply to emergency services that require a response within 24 hours and are billed at 1.5 x Applicable Rate.

***Travel Time / Room and Board Living Expenses** - These charges may apply if the worksite is over 150 miles round trip at straight time each way from TCB Industrial's corporate office in Modesto, CA. Travel time shall be billed hourly at established labor rates. Room and board expenses shall be calculated by location.

***Minimum Charges** - Minimum show up time is 8 hours plus travel time depending on location.

Project ID:

TCB Industrial, Inc. ₃₄₀

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
TCB INDUSTRIAL, INC.**

THIS AMENDMENT NO. 1 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and TCB Industrial, Inc., (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 April 25, 2024 (hereinafter, “Agreement”).

WHEREAS, the Parties wish to amend the Agreement with a dollar increase of \$265,000.00 for a total contract amount not to exceed \$365,000.00 to continue providing services identified in the Agreement.

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

1. Amend Section 3, “Payment 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 CONTRACTOR under this contract is **Three hundred sixty-five dollars and no cents (\$365,000.00).**

Original Agreement: \$ 100,000.00

Amendment No. 1: \$ 265,000.00

Not to exceed total: \$ 365,000.00

2. Section 32 of the Exhibit of the Agreement is hereby amended to read as follows:
32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A- Scope of Work/Work Schedule (original Agreement)

Exhibit B- Payment Provisions (original Agreement)

Exhibit C- Payment Provisions (Amendment No. 1)

3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 TCB Industrial, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER RESOURCES AGENCY

DocuSigned by:
By: Ara Azhderian
1F182FFB49A2436...
Ara Azhderian, General Manager
Date: 9/16/2024 | 4:54 PM PDT

CONTRACTOR: TCB Industrial, Inc.

By: [Signature]
(Signature of Chair, President, or Vice President)

Title: Vice President
(Print Name and Title)

Date: 9-6-24

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

DocuSigned by:
By: Kelly L. Donlon
5DA7ECB51BF8438...
Assistant County Counsel
Date: 9/9/2024 | 8:47 AM PDT

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

Title: Secretary
(Print Name and Title)

Date: 9/6/24

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Auditor-Controller
Date: 9/9/2024 | 1:03 PM PDT

Signed by:
By: Trent Hill
30922505678A4ED...
Administrative Analyst
Date: 9/9/2024 | 2:24 PM PDT

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

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.

Amendment No. 1 TCB Industrial, Inc.

EXHIBIT C**PAYMENT PROVISIONS**

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work as follows:

Phase 2 after July 1st: (Lump Sum)

TCB Industrial, Inc. proposes a total Fixed Price of Two Hundred Eighty-Two Thousand Nine Hundred Ninety-Seven Dollars (\$244,851.00). The proposed price includes all applicable state and federal taxes. Due to uncontrollable market fluctuations, our material and subcontractor costs may be subject to revision after 10 days. All other costs included in this proposal are good for 30 days. TCB to bill 50% upon mechanical dismantling and as-found data collection.

A breakdown of costs is noted below:

- Turbine mechanical disassembly and turbine component assessment and reassembly once materials have been purchased: \$ 225,101.00.
- Generator refurbishment including new bearings (per scope of work line 13 a and b of proposal): \$19,750.00.

NOTE:

Work performed by CONTRACTOR outside the scope of work for Phase 2 shall be billed in accordance with the Time and Materials (T&M) rate shown in Exhibit C. Funds Remaining in original Agreement and Amendment No. 1 for T&M work are: \$71,824.00.

EXHIBIT C

PAYMENT PROVISIONS

CONTRACTOR shall be compensated for as-needed hydroelectric power plant repair services on a Time and Materials basis in accordance with the Fee Schedule shown below:

TCB Industrial, Inc. - Billing Rates

T&M Rates effective: 7/1/24 to 12/31/27

Classification	ST	OT	DT
Shop Support	\$158	\$208	\$259
Draftsman / Detailer	\$115	\$173	\$230
Project Manager	\$207	\$282	\$357
Millwrights: Journeyman	\$163	\$216	\$269
Millwrights: Foreman	\$173	\$231	\$289
Millwrights: Gen. Foreman	\$179	\$241	\$302
Millwrights: Superintendent	\$186	\$251	\$315
Carpenters: Journeyman	\$156	\$208	\$259
Carpenters: Foreman	\$167	\$223	\$279
Carpenters: General Foreman	\$189	\$257	\$324
Carpenters: Superintendent	\$216	\$297	\$378

Classification	ST	OT	DT
**Pipefitters: Journeyman	\$146	\$197	\$248
**Pipefitters: Foreman	\$168	\$231	\$294
**Pipefitters: General Foreman	\$178	\$246	\$314
Confined Space Rescue	\$132	\$176	\$220
Project Administrator	\$106	\$158	\$211

If job requires a 2nd shift each rate will increase by \$3 an hour.

If job requires a 3rd shift each rate will increase by \$3.25 an hour.

Truck \$130 per day. Fuel will be charged at a rate of .70 cents per mile. Due to fuel fluctuation surcharge may apply. Confined Space Rescue Equipment Trailer \$500 per day

PLEASE NOTE:

- *All labor and equipment are subject to availability at time required.
- *Quoted labor rates include hourly pay and fringe benefits as dictated by current union agreements.
- *Most rates are subject to re-negotiation and revision on or about 6/30.
- **Pipe fitters are subject to renegotiation and revision on or about 6/30 and 12/31.
- *Sub-contractors, materials, and third party rentals shall be billed at cost plus 15%.

***Rate Conditions:**

Normal workday and normal workweek are defined as eight (8) consecutive hours and five (5) consecutive normal workdays.

UA Pipe Fitters: Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and ten Monday through Friday and between hours one and ten Saturday. Double time premiums (2T) apply after hour Ten Monday through Friday, after hour Ten on Saturday and all day on Sunday and Holidays.

Other Crafts: Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and Twelve Monday through Friday and between hours one and Twelve Saturday. Double time premiums (2T) apply after hour Twelve Monday through Friday, after hour Twelve on Saturday and all day on Sunday and Holidays.

Demand rates apply to emergency services that require a response within 24 hours and are billed at 1.5 x Applicable Rate.

***Travel Time / Room and Board Living Expenses** - These charges may apply if the worksite is over 150 miles round trip at straight time each way from TCB Industrial's corporate office in Modesto, CA. Travel time shall be billed hourly at established labor rates. Room and board expenses shall be calculated by location.

***Minimum Charges** - Minimum show up time is 8 hours plus travel time depending on location.

Amendment No. 1

TCB Industrial, Inc.

**AMENDMENT NO. 2 TO
THE AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
TCB INDUSTRIAL, INC.**

THIS AMENDMENT NO. 2 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and TCB Industrial, Inc., (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and the CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on April 25, 2024, and Amendment No. 1 on September 16, 2024; and

WHEREAS, the Parties wish to amend the Agreement with a dollar increase of \$275,000 for a total contract amount not to exceed \$640,000, to continue providing services identified in the Agreement.

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

1. 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 to the CONTRACTOR in accordance with the fee schedule set forth in Exhibit C. The maximum amount payable to CONTRACTOR under this contract is **Six Hundred Forty-Thousand dollars no cents (\$640,000.00)**.

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 2 shall be attached to the original Agreement dated April 25, 2024.

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

MONTEREY COUNTY WATER
RESOURCES AGENCY

CONTRACTOR

General Manager

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

Dated: _____

Printed Name and Title

Approved as to Form:

Dated: _____

Chief Assistant County Counsel

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

Dated: _____

Approved as to Fiscal Provisions:

Printed Name and Title

Deputy Auditor/Controller

Dated: _____

Dated: _____

Administrative Analyst

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.



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 25-069

September 05, 2025

Introduced: 8/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Board of Directors of the Monterey County Water Resources Agency approve the annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work in Monterey County in the projected amount of \$256,210 subject to review and approval by County Counsel; and authorize the General Manager to execute Agreement. (Presenter: Joey Klein)

RECOMMENDATION:

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

- a. Consider recommending that the Board of Directors of the Monterey County Water Resources Agency approve the Annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work in Monterey County in the projected amount of \$256,210 subject to review and approval by County Counsel; and
- b. Authorize the General Manager to execute the Agreement.

SUMMARY/DISCUSSION:

Annually, a proposal to continue the Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) is submitted to the Board for consideration. This proposal for Federal Fiscal Year 2025-2026 covers streamgaging work to be performed by the USGS during the twelve-month period, October 1, 2025 to September 30, 2026.

The cooperative program with the USGS provides quantification of flow and sedimentation on major streams and creeks throughout the County. Services provided by the USGS through this program include the installation and maintenance of equipment, the collection of data using mechanical recorders and USGS personnel, emergency response during flooding, and the analyses of data and preparation of annual streamflow records. Data collected through this program has been used to determine the frequency and magnitude of surface water flow in order to estimate the infiltration of water and the transport of sediment within streambeds; and to estimate the annual sedimentation into reservoirs. The data is also critical to the calculating surface water travel times used in the Agency's ALERT Flood Monitoring Program and for guidance of reservoir releases year-round, including when the SRDF is operational. Complete and timely surface water data are essential to the management of water resources and greatly facilitates the utilization of modern tools such as groundwater and surface water models and forecast informed reservoir operations. The reservoir elevation gages have provided accurate high frequency logging of reservoir levels needed to meet water rights reporting requirements from the State Water Resources Control Board. The reservoir gages also enhance flood-control monitoring through automated continuous realtime reservoir elevation reporting.

OTHER AGENCY INVOLVEMENT:

The Agency and USGS have collaborated in the development of this Agreement. No other agencies have been involved.

FINANCING:

The total cost to of this program is projected to be \$311,260 reflecting an overall 82/18 split; with 82% funding from the Agency (Projected \$256,210) matched by 18% funding from the Federal government (\$55,050). Funding for this program comes from Agency Funds 111, 116, 122, and 124. Funding for this agreement between October 1, 2025 and June 30, 2026 has been identified in the Agency's FY 2025-26 Adopted budget. Funding for July 1, 2026 through September 30, 2026 will be budgeted in FY 2026-27. Funding for one gage, Salinas R at King City CA, will be reimbursed by the California Department of Water Resources as part of the California Streamgage Improvement Program. Projected costs for this gage are \$17,550.

Prepared by: Joseph Klein, Hydrologist, (831) 755-4860

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

Attachment:

1. Draft Joint Funding Agreement for Federal Fiscal Year 2025-26 with Letter and Scope of Work
2. Draft Funding Table for FY 2025-2026



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 25-069

September 05, 2025

Introduced: 8/28/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Board of Directors of the Monterey County Water Resources Agency approve the annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work in Monterey County in the projected amount of \$256,210 subject to review and approval by County Counsel; and authorize the General Manager to execute Agreement.

RECOMMENDATION:

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

- a. Consider recommending that the Board of Directors of the Monterey County Water Resources Agency approve the Annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work in Monterey County in the projected amount of \$256,210 subject to review and approval by County Counsel; and
- b. Authorize the General Manager to execute the Agreement.

SUMMARY/DISCUSSION:

Annually, a proposal to continue the Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) is submitted to the Board for consideration. This proposal for Federal Fiscal Year 2025-2026 covers streamgaging work to be performed by the USGS during the twelve-month period, October 1, 2025 to September 30, 2026.

The cooperative program with the USGS provides quantification of flow and sedimentation on major streams and creeks throughout the County. Services provided by the USGS through this program include the installation and maintenance of equipment, the collection of data using mechanical recorders and USGS personnel, emergency response during flooding, and the analyses of data and preparation of annual streamflow records. Data collected through this program has been used to determine the frequency and magnitude of surface water flow in order to estimate the infiltration of water and the transport of sediment within streambeds; and to estimate the annual sedimentation into reservoirs. The data is also critical to the calculating surface water travel times used in the Agency's ALERT Flood Monitoring Program and for guidance of reservoir releases year-round, including when the SRDF is operational. Complete and timely surface water data are essential to the management of water resources and greatly facilitates the utilization of modern tools such as groundwater and surface water models and forecast informed reservoir operations. The reservoir elevation gages have provided accurate high frequency logging of reservoir levels needed to meet water rights reporting requirements from the State Water Resources Control Board. The reservoir gages also enhance flood-control monitoring through automated continuous realtime reservoir elevation reporting.

OTHER AGENCY INVOLVEMENT:

The Agency and USGS have collaborated in the development of this Agreement. No other agencies have been involved.

FINANCING:

The total cost to of this program is projected to be \$311,260 reflecting an overall 82/18 split; with 82% funding from the Agency (Projected \$256,210) matched by 18% funding from the Federal government (\$55,050). Funding for this program comes from Agency Funds 111, 116, 122, and 124. Funding for this agreement between October 1, 2025 and June 30, 2026 has been identified in the Agency's FY 2025-26 Adopted budget. Funding for July 1, 2026 through September 30, 2026 will be budgeted in FY 2026-27. Funding for one gage, Salinas R at King City CA, will be reimbursed by the California Department of Water Resources as part of the California Streamgage Improvement Program. Projected costs for this gage are \$17,550.

Prepared by: Joseph Klein, Hydrologist, (831) 755-4860

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

Attachment:

1. Draft Joint Funding Agreement for Federal Fiscal Year 2025-26 with Letter and Scope of Work
2. Draft Funding Table for FY 2025-2026



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street
Sacramento, CA 95819

August 29, 2025

Peter Kwick
Associate Hydrologist
Monterey County Water Resources Agency
1441 Schilling Place P.O Box 930
Salinas, CA 93902

Dear Peter Kwick:

Enclosed is our standard joint-funding agreement 26ZGJFA03000019 between the U.S. Geological Survey California Water Science Center and Monterey County Water Resources Agency for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of \$256,210 from your agency. U.S. Geological Survey contributions for this agreement are \$55,050 for a combined total of \$311,260. Please sign and return one fully-executed original to Nayely Nieto-Reyes at nnieto-reyes@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Anthony Guerriero at (831) 460-7494 or email aguerrie@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nayely Nieto-Reyes at phone number (619) 225-6114 or nnieto-reyes@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Anke Mueller-Solger
Director, USGS California

Water Science Center

Enclosure
26ZGJFA03000019 (2)

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Monterey County Water Resources Agency party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$55,050 by the party of the first part during the period October 1, 2025 to September 30, 2026
- (b) \$256,210 by the party of the second part during the period October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000803
Agreement #: 26ZGJFA03000019
Project #:
TIN #: 94-6000524

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Anthony Guerriero
Supervisory Hydrologic Technician
Address: 400 Natural Bridges Drive
Santa Cruz, CA 95060
Telephone: (831) 460-7494
Fax: (831) 427-4475
Email: aguerrie@usgs.gov

Customer Technical Point of Contact

Name: Peter Kwiek
Associate Hydrologist
Address: 1441 Schilling Place P.O Box 930
Salinas, CA 93902
Telephone: (831) 755-4836
Fax: (n/a)
Email: kwiekpk@co.monterey.ca.us

USGS Billing Point of Contact

Name: Nayely Nieto-Reyes
Accounting Technician
Address: 4165 Spruance Road Suite 200
San Diego, CA 92101-0821
Telephone: (619) 225-6114
Fax: (n/a)
Email: nnieto-reyes@usgs.gov

Customer Billing Point of Contact

Name: Tanya Hernandez
Accounts Payable
Address: 1441 Schilling Place P.O. Box 930
Salinas, CA 93901
Telephone: (831) 755-4860
Fax: (n/a)
Email: WRAAccountsPayable@co.monterey.ca.us

U.S. Geological Survey
United States
Department of Interior

Monterey County Water Resources Agency

Signature

Signatures

By _____ Date: 8/29/2025
Name: Anke Mueller-Solger
Title: Director, USGS California Water Science Center

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FY 2026 USGS Cooperative Water Program

Agreement Period Oct 1, 2025 - Sept 30, 2026
 Agreement # 26ZGJFA03000020

8/28/2025

USGS Contact:

Anthony Guerriero
 2885 Mission Street
 Santa Cruz CA 95060
 (831) 460-7494
 aguerrie@usgs.gov

Monterey County Water Resources Agency

Mr. Peter Kwiek
 Associate Hydrologist
 Monterey County Water Resources Agency
 Post Office Box 930
 Salinas, California 93902

Program Total = \$311,260
USGS Cooperative Matching Funds = \$55,050
Cooperator Total = \$256,210

Type	Station Number	Station Name	Activity	Activity Cost	USGS Funds	Cooperator Funds
SW	11143000	Big Sur R nr Big Sur CA	Streamflow, continuous (CMF)	\$ 28,050	\$ 7,340	\$ 20,710
SW	11143200	Carmel R a Robles Del Rio CA	Streamflow, continuous (CMF)	\$ 28,050	\$ 7,340	\$ 20,710
SW	11147500	Salinas R a Paso Robles CA (50% Split with San Luis Obispo County FC&WD)	Streamflow, continuous (CMF)	\$ 14,030	\$ 3,670	\$ 10,360
SW	11148900	Nacimiento R bl Sapaque C nr Bryson CA	Streamflow, continuous (CMF)	\$ 28,050	\$ 7,340	\$ 20,710
SW	11149400	Nacimiento R bl Nacimiento Dam nr Bradley CA	Streamflow, continuous	\$ 29,210	\$ -	\$ 29,210
SW	11149400	Nacimiento R bl Nacimiento Dam nr Bradley CA (Five Extra Measurements)	Discharge measurement	\$ 2,950	\$ -	\$ 2,950
SW	11149900	San Antonio R nr Lockwood CA	Streamflow, continuous (CMF)	\$ 28,050	\$ 7,340	\$ 20,710
SW	11151700	Salinas R a Soledad CA	Streamflow, continuous (CMF)	\$ 28,050	\$ 7,340	\$ 20,710
SW	11151870	Arroyo Seco nr Greenfield CA (Operated October - April)	Streamflow, Seasonal	\$ 17,550	\$ -	\$ 17,550
SW	11152050	Arroyo Seco bl Reliz C nr Soledad CA	Streamflow, continuous (CMF)	\$ 28,050	\$ 7,340	\$ 20,710
SW	11152300	Salina R nr Chualar CA	Streamflow, continuous (CMF)	\$ 28,050	\$ 7,340	\$ 20,710
SW	11152650	Reclamation Ditch nr Salinas CA (Adjusted 60% due to Weir)	Streamflow, continuous	\$ 17,530	\$ -	\$ 17,530
SW	11149300	Nacimiento Res nr Bradley CA	Water Level/Reservoir, continuous	\$ 10,220	\$ -	\$ 10,220
SW	11150100	San Antonio Res nr Bradley CA	Water Level/Reservoir, continuous	\$ 10,220	\$ -	\$ 10,220
SW	Measurements	Annual Salinas River Survey (Two Measurements)	Discharge measurement	\$ 1,180	\$ -	\$ 1,180
SW	New	Salinas River nr King City	Streamflow, Partial Range	\$ 17,550	\$ -	\$ 17,550
SW	New	Salinas River nr King City	Refund 2025WY for work not completed	-\$5,530	\$ -	\$(5,530)

Summary of Monitoring Conducted in Cooperation with Other Agencies

SW	11147500	Salinas R a Paso Robles CA	Streamflow, continuous (CMF)	San Luis Obispo County
SW	11150500	Salinas R a Bradley CA	Streamflow, continuous	California Department of Water Resources
SW	11151300	San Lorenzo C bl Bitterwater C nr King City CA	Streamflow, continuous	USGS Federal Priority Streamgauge
SW	11152000	Arroyo Seco nr Soledad CA	Streamflow, continuous	USGS Federal Priority Streamgauge
SW	11152500	Salinas R a Spreckles CA	Streamflow, continuous	California Department of Water Resources
SW	11159000	Pajaro R a Chittenden CA	Streamflow, continuous	USGS Federal Priority Streamgauge



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 25-073

September 05, 2025

Introduced: 8/29/2025

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. 1 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Groundwater Well Consulting Services, to add 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. (Presenter: Pete Vannerus)

RECOMMENDATION:

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

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Groundwater Well Consulting Services, to add 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.

SUMMARY/DISCUSSION:

On November 1st, 2024, the Agency entered into an Agreement for Services for groundwater well consulting with Errol L. Montgomery & Associates, Inc. (M&A) for the Castroville Seawater Intrusion Project (CSIP). This Agreement is for as-needed services for professional hydrogeological and technical support on groundwater well projects. The services include groundwater well survey review, project repair review and recommendations, well replacement project support, contractor advising and supervision, groundwater investigations and other as-needing supporting tasks.

Since November of 2024, M&A has supported projects for CSIP including Well 10H01 condition investigation & repairs, Well 02C03 condition investigation and support services for the Replacement Well 11B02 Project. M&A assisted in development of the Technical Specifications for the project as well as preliminary well design. As of August 2025, the contractor has expended approximately \$30,000 or 1/3 of the three-year contract.

Amendment No. 1 to the Agreement will fund additional support work anticipated for FY26 which includes a data collection effort for support to the Well Replacement 11B02 Project, and additional CSIP Well repairs and condition investigations at Well 01P01, Well 10H01, and Well 03R02.

The data collection effort to support the Replacement Project will consist of test borehole drilling to complete the necessary geophysical and hydrological surveying and data collection at the replacement well site, ahead of the Replacement Well Project. This data will be critical to the analysis that goes into

developing the final well design. The completion of the final well design will expedite the Replacement Project by cutting downtime/standby time for the contractor while final design is being conducted, and materials are then ordered. The cost savings will be observed in the lack of standby time for the final well drilling contractor by saving at least two weeks for material procurement and delivery. The final well design will also give a definite and final cost for the well project, as current project uncertainties before commencement of the project will be eliminated. This project is estimated to cost an amount of \$150,000. This effort will also keep the Replacement Project moving along with forward progress, as it is currently held up due to lack of complete and secured funding. If the contract amendment moves forward as planned, the drilling of the test borehole is estimated to occur in October of this year.

The Amendment No.1 for the Montgomery & Associates Agreement for Services will add a dollar amount to the contract by \$150,000 with a total not-to-exceed amount of \$250,000. The Amendment is funded by CSIP Fund 131 under general Operations and Maintenance activities for Well Maintenance, Planning, and Repairs in FY26.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP O&M- Well Maintenance, Planning, and Repairs

Prepared by: Pete Vannerus, Associate Water Resources Engineer (831) 755-4860

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

Attachments:

1. Original Agreement
2. Amendment No. 1



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAFIN 25-073

September 05, 2025

Introduced: 8/29/2025

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. 1 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Groundwater Well Consulting Services, to add 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.

RECOMMENDATION:

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

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Groundwater Well Consulting Services, to add 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.

SUMMARY/DISCUSSION:

On November 1st, 2024, the Agency entered into an Agreement for Services for groundwater well consulting with Errol L. Montgomery & Associates, Inc. (M&A) for the Castroville Seawater Intrusion Project (CSIP). This Agreement is for as-needed services for professional hydrogeological and technical support on groundwater well projects. The services include groundwater well survey review, project repair review and recommendations, well replacement project support, contractor advising and supervision, groundwater investigations and other as-needing supporting tasks.

Since November of 2024, M&A has supported projects for CSIP including Well 10H01 condition investigation & repairs, Well 02C03 condition investigation and support services for the Replacement Well 11B02 Project. M&A assisted in development of the Technical Specifications for the project as well as preliminary well design. As of August 2025, the contractor has expended approximately \$30,000 or 1/3 of the three-year contract.

Amendment No. 1 to the Agreement will fund additional support work anticipated for FY26 which includes a data collection effort for support to the Well Replacement 11B02 Project, and additional CSIP Well repairs and condition investigations at Well 01P01, Well 10H01, and Well 03R02.

The data collection effort to support the Replacement Project will consist of test borehole drilling to complete the necessary geophysical and hydrological surveying and data collection at the replacement well site, ahead of the Replacement Well Project. This data will be critical to the analysis that goes into

developing the final well design. The completion of the final well design will expedite the Replacement Project by cutting downtime/standby time for the contractor while final design is being conducted, and materials are then ordered. The cost savings will be observed in the lack of standby time for the final well drilling contractor by saving at least two weeks for material procurement and delivery. The final well design will also give a definite and final cost for the well project, as current project uncertainties before commencement of the project will be eliminated. This project is estimated to cost an amount of \$150,000. This effort will also keep the Replacement Project moving along with forward progress, as it is currently held up due to lack of complete and secured funding. If the contract amendment moves forward as planned, the drilling of the test borehole is estimated to occur in October of this year.

The Amendment No.1 for the Montgomery & Associates Agreement for Services will add a dollar amount to the contract by \$150,000 with a total not-to-exceed amount of \$250,000. The Amendment is funded by CSIP Fund 131 under general Operations and Maintenance activities for Well Maintenance, Planning, and Repairs in FY26.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP O&M- Well Maintenance, Planning, and Repairs

Prepared by: Pete Vannerus, Associate Water Resources Engineer (831) 755-4860

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

Attachments:

1. Original Agreement
2. Amendment No. 1

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Errol L. Montgomery & Associates, Inc., a Arizona corporation hereinafter called "CONTRACTOR".

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

1. Scope of Work. 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:

Provide professional hydrogeologic and technical support for Agency Groundwater Well Projects in the Castroville Seawater Intrusion/ Recycled Water Program and other Agency Programs, as needed.

(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 11/1/2024, by CONTRACTOR and Agency, and will terminate on 7/1/2027, 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 One Hundred thousand Dollars
(\$100,000).

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 shall submit to Agency an invoice via email to WRAAccountsPayable@countyofmonterey.gov and to the Contract Administrator listed in Section 27.
- (c) 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.
- (d) 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.
- (e) 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. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

17. 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.

18. 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.

19. 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.

20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. Contract Administrators.

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

Cameron Tana

Agency's designated administrator of this Agreement shall be:

Pete Vannerus

28. 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: Pete Vannerus	Name: Bill DeBoer
Address: 1441 Schilling Place, North Bld, Salinas, CA 93901	Address: 1970 Broadway, Suite 225, Oakland, CA 94612
Telephone: 831-788-3436	Telephone: 925-212-1630
Fax:	Fax:
E-Mail: VannerusP@countyofmonterey.gov	E-Mail: bdeboer@elmontgomery.com

29. 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.
30. 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.
31. 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.
32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A - Scope of Work
Exhibit B - Fee Schedule/ Rate Sheet

33. 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 SERVICES**

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY: DocuSigned by:
Ara Azhderian
1F492FFB49A2436...
Ara Azhderian
General Manager

Date: 11/21/2024 | 10:56 AM PST

CONTRACTOR:

BY: *[Signature]*
Type Name: Hale W. Barter
Title: President

Date: 11/13/24

BY: *[Signature]*
Type Name: Antonio H. VERDE

Title: Chief Financial Officer

Date: 11/13/24

* 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:

Signed by:

22D690CA05A940B...

Chief Assistant County Counsel

Signed by:

30922505678A4ED...

Administrative Analyst

Dated: 11/20/2024 | 11:42 AM PST

Dated: 11/21/2024 | 8:32 AM PST

County Counsel – Risk Manager:

DocuSigned by:

4E7E657875454AE...

Auditor-Controller ²:

Dated: _____

Dated: 11/20/2024 | 1:58 PM PST

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

Consultant shall provide as-needed professional hydrogeologic and technical services to support Agency Projects, with focus on the Castroville Seawater Intrusion Program. Other Agency tasks outside the Recycle Water Program may be included.

Services shall include but are not limited to:

- Groundwater well survey review and consultation
- Project and repair recommendations
- On-site technical support
- Well replacement project support
- Contractor advising and supervision
- Groundwater/ Aquifer investigations
- Any other supporting tasks necessary for project completion

EXHIBIT B
Fee Schedule/Rate sheet



2025 CALIFORNIA SCHEDULE OF FEES AND EXPENSES

PROFESSIONAL FEES*	Hourly Rate (\$)
Scientist 9	345
Scientist 8	320
Scientist 7	290
Scientist 6	265
Scientist 5	240
Scientist 4	215
Scientist 3	195
Scientist 2	165
Scientist 1	140
Health & Safety Director	245
Senior Programmer	270
Computer Programmer 2	233
Computer Programmer 1	195
Senior Water Policy Consultant	305
Water Policy Consultant 2	262
Water Policy Consultant 1	235
Drilling Specialist 2	185
Drilling Specialist 1	155
Hydrologic Technician 2	145
Hydrologic Technician 1	125
Hydrologic Assistant	100
GIS & Data Coordinator	210
GIS & Data Specialist 2	175
GIS & Data Specialist 1	145
Scientific Illustrator 2	125
Scientific Illustrator 1	110
Project Assistant	110
Contract Administrator	98
Technical Editor	95
Clerical	80
EXPENSES	
Airline travel, ZipCar, and auto rental	Cost, plus 10%
Lodging and subsistence	Cost, plus 10%
Copying, printing, long distance calls, shipping, field supplies	Cost, plus 10%
Subcontractor/subconsultant services	Cost, plus 10%
Laboratory services	Cost, plus 10%
Mobile field office	\$150/week
Use of private vehicles	Standard IRS Rate

Notes:

- Expert testimony charged at 1.5 times hourly rate. Includes testimony in a trial, hearing, or deposition, and time spent in testimony rehearsal sessions with counsel.
- *Scientist includes hydrogeologist, hydrologist, geologist, engineer, soil scientist, and chemist.

**Invoices are issued on a monthly basis and are due upon receipt for payment within 30 days.
If payment has not been received within 30 days,
interest will accrue at 1% per month for unpaid balance.**

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
ERROL L. MONTGOMERY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Errol L. Montgomery & Associates, Inc. (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 November 1, 2024 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$150,000.00, not to exceed \$250,000.00, to continue providing services identified in the Agreement.

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

1. Amend Section 3, “Employment of Contractor”, to replace Exhibit A, “Scope of Work/Work Schedule”, with Exhibit C, “Revised Scope of Work.”
2. Amend Section 3, “Payments to CONTRACTOR; maximum liability”, to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the revised fee schedule set forth in Exhibit D. The maximum amount payable to the contractor under this contract is Two Hundred Fifty Thousand dollars (\$250,000.00)

Original Agreement	\$100,000
<u>Amendment No. 1</u>	<u>\$150,000</u>
Not to exceed total:	\$250,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER RESOURCES AGENCY

CONTRACTOR

By: _____
General Manager

*Contractor Business Name

Date: _____

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

Title: _____
(Print Name and Title)

Date: _____

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

By: _____
Chief Assistant County Counsel

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

Date: _____

Title: _____
(Print Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

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.

Exhibit C- Revised Scope of Work

Contractor/Consultant shall continue to provide as-needed services listed in Exhibit A. Additional scope of work for data collection test borehole project will include:

- Drilling a test borehole to the 750ft BGS depth determined in the Replacement Well Project
- Conducting all necessary geophysical and hydrologic surveys in borehole
- Analyze all data and results from the surveys and assist Agency Staff in the Final Well Design for the CSIP Replacement Well 11B02 Project
- Destroy the test borehole using approved methods of destruction for the State of California and Monterey County

DRAFT

**Exhibit D-
Revised Fee Schedule
*Final Numbers Pending***

DRAFT



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 25-075

September 05, 2025

Introduced: 8/29/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Board of Directors approve Agreements for Services with the project team including GEI Consultants, Inc. and Sonoma Water for the combined project total dollar amount of \$400,000 for work to be performed related to the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project* (Project). (Presenter: Jason Demers)

RECOMMENDATION:

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

Consider recommending that the Board of Directors approve Agreements for Services with the project team including GEI Consultants, Inc. and Sonoma Water for the combined project total dollar amount of \$400,000 and authorize the General Manager to execute the agreement.

SUMMARY/DISCUSSION:

In October, 2023, the Monterey County Water Resources Agency (Agency) submitted a grant application with the U.S. Department of the Interior - Bureau of Reclamation (“USBR”) to receive \$400,000 in funding (funds) for the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs* project (Project). USBR issued a Notice of Award to the Agency on September 10, 2024. In October, 2024, the Agency Board of Directors adopted a resolution authorizing the Agency enter into an agreement with USBR to received the funds to proceed with the Project.

Subsequently, in the Spring of 2025, the Agency developed and issued a Request for Qualifications (RFQ) seeking a consultant to perform specific tasks related to the Project. After reviewing submittals from six firms, an Agency ad hoc Selection Committee selected a Statement of Qualification (SOQ) from GEI Consultants, Inc with Sonoma Water as a project participant on specific tasks. The Agency is in the process of developing separate Agreements for Services with GEI, who will oversee and direct technical and grant supportive tasks to be completed by GEI and Sonoma Water staff, and Sonoma Water for the completion of specific project tasks.

The Project aims to leverage recent improvements in reservoir modeling and forecasting technology to develop tools to aid in forecast informed operations of the Nacimiento and San Antonio Reservoirs with a long-term goal of maximizing storage of winter inflow while minimizing downstream flood risk.

The grant scope includes an evaluation of existing reservoir operational methods and tools; documentation of Agency decision-making processes to develop operational guidelines; development

of updated tools to evaluate operational factors including reservoir inflow, elevation-dependent outlet capacity, joint operation of both reservoirs and the timing and coordination of releases with forecasted flows in the Salinas River.

This action is consistent with the Agency's Strategic Plan for 2020-2025, specifically Goal B, Strategy 7 - Use data and analysis to make informed decisions based on science; and, Goal C, Strategy 6 - Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

Funding for the Project is provided in part by USBR.

FINANCING:

The total cost of the contract will be funded by the FIRO grant.

The total Project cost is \$545,605, spanning FY26-FY27 and requires at least 25% be funded with local match funds. The grant provides reimbursable funding of \$400,000 or approximately 73% with the remaining 27% or \$145,605 to be funded by the Agency. The Agency plans to use in-kind staff effort on eligible activities for cost share. Funding for consultant work (reimbursable by the grant) and Agency staff time have been included in the Adopted FY26 budget. Any remaining reimbursable funding and staff labor will be incorporated into future budgets through the end of the grant term.

The FY26 Adopted Budget of Fund 116 includes an estimated Project expense and has sufficient appropriations to pay for the agreement.

Prepared by: Peter Kwiek, Associate Water Resources Hydrologist, (831) 755-4860
Approved by: Ara Azhderian, General Manager, (831)755-4860



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAFIN 25-075

September 05, 2025

Introduced: 8/29/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Board of Directors approve Agreements for Services with the project team including GEI Consultants, Inc. and Sonoma Water for the combined project total dollar amount of \$400,000 for work to be performed related to the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project* (Project).

RECOMMENDATION:

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

Consider recommending that the Board of Directors approve Agreements for Services with the project team including GEI Consultants, Inc. and Sonoma Water for the combined project total dollar amount of \$400,000 and authorize the General Manager to execute the agreement.

SUMMARY/DISCUSSION:

In October, 2023, the Monterey County Water Resources Agency (Agency) submitted a grant application with the U.S. Department of the Interior - Bureau of Reclamation (“USBR”) to receive \$400,000 in funding (funds) for the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs* project (Project). USBR issued a Notice of Award to the Agency on September 10, 2024. In October, 2024, the Agency Board of Directors adopted a resolution authorizing the Agency enter into an agreement with USBR to received the funds to proceed with the Project.

Subsequently, in the Spring of 2025, the Agency developed and issued a Request for Qualifications (RFQ) seeking a consultant to perform specific tasks related to the Project. After reviewing submittals from six firms, an Agency ad hoc Selection Committee selected a Statement of Qualification (SOQ) from GEI Consultants, Inc with Sonoma Water as a project participant on specific tasks. The Agency is in the process of developing separate Agreements for Services with GEI, who will oversee and direct technical and grant supportive tasks to be completed by GEI and Sonoma Water staff, and Sonoma Water for the completion of specific project tasks.

The Project aims to leverage recent improvements in reservoir modeling and forecasting technology to develop tools to aid in forecast informed operations of the Nacimiento and San Antonio Reservoirs with a long-term goal of maximizing storage of winter inflow while minimizing downstream flood risk.

The grant scope includes an evaluation of existing reservoir operational methods and tools; documentation of Agency decision-making processes to develop operational guidelines; development

of updated tools to evaluate operational factors including reservoir inflow, elevation-dependent outlet capacity, joint operation of both reservoirs and the timing and coordination of releases with forecasted flows in the Salinas River.

This action is consistent with the Agency's Strategic Plan for 2020-2025, specifically Goal B, Strategy 7 - Use data and analysis to make informed decisions based on science; and, Goal C, Strategy 6 - Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

Funding for the Project is provided in part by USBR.

FINANCING:

The total cost of the contract will be funded by the FIRO grant.

The total Project cost is \$545,605, spanning FY26-FY27 and requires at least 25% be funded with local match funds. The grant provides reimbursable funding of \$400,000 or approximately 73% with the remaining 27% or \$145,605 to be funded by the Agency. The Agency plans to use in-kind staff effort on eligible activities for cost share. Funding for consultant work (reimbursable by the grant) and Agency staff time have been included in the Adopted FY26 budget. Any remaining reimbursable funding and staff labor will be incorporated into future budgets through the end of the grant term.

The FY26 Adopted Budget of Fund 116 includes an estimated Project expense and has sufficient appropriations to pay for the agreement.

Prepared by: Peter Kwiek, Associate Water Resources Hydrologist, (831) 755-4860
Approved by: Ara Azhderian, General Manager, (831)755-4860



County of Monterey

Item No.9

Board Report

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

Legistar File Number: WRAFIN 25-070

September 05, 2025

Introduced: 8/28/2025

Current Status: Agenda Ready

Version: 1

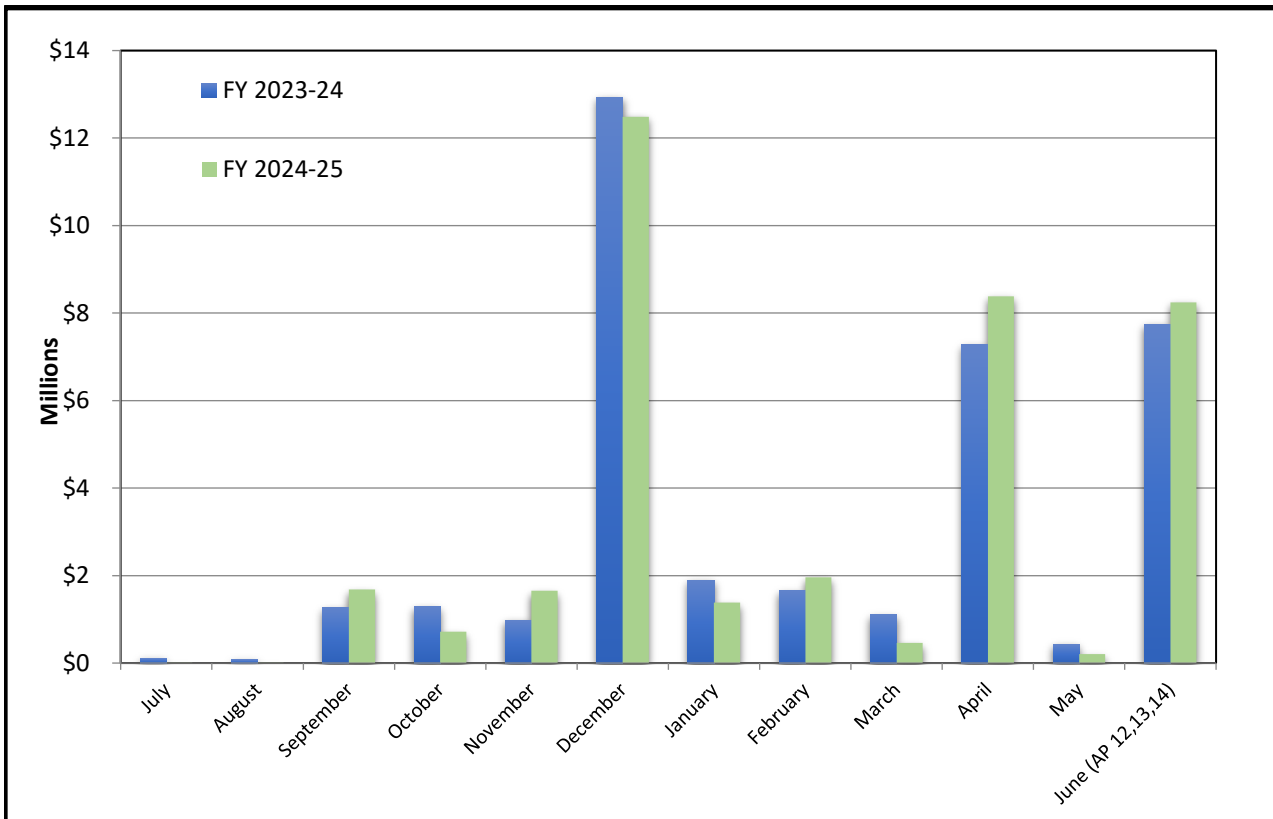
Matter Type: WRA Finance Item

Consider receiving the FY2024-25 Financials for All Agency Funds Preliminary Closing. (Presenter: Nan Kim)

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

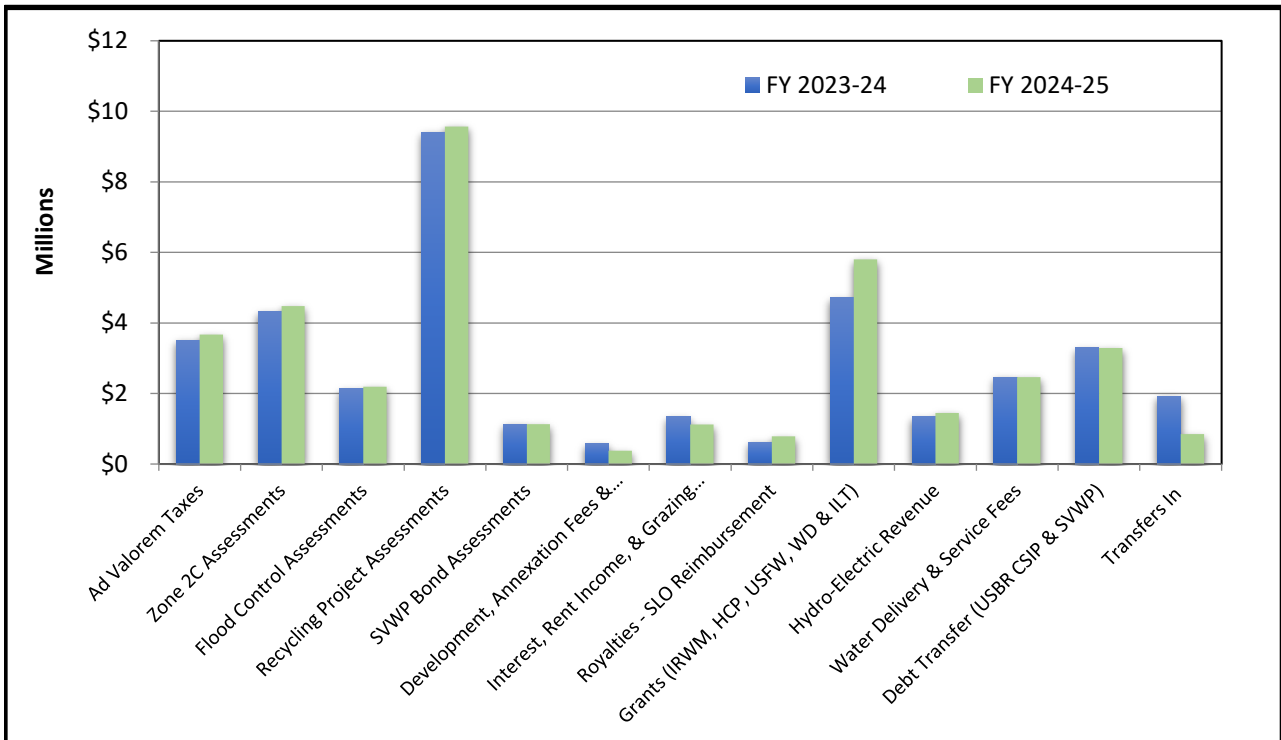
YTD Actual Revenues

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%	1,962,815	47.2%
March	1,109,794	42.6%	458,368	48.3%
April	7,270,605	57.1%	8,382,106	68.2%
May	429,258	57.9%	202,616	68.6%
June (AP 12,13,14)	7,746,346	73.4%	8,243,960	88.2%
YEAR TO DATE ACTUAL:	36,768,776	73.4%	37,176,169	88.2%
Budgeted Amount	50,097,830		42,154,850	



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

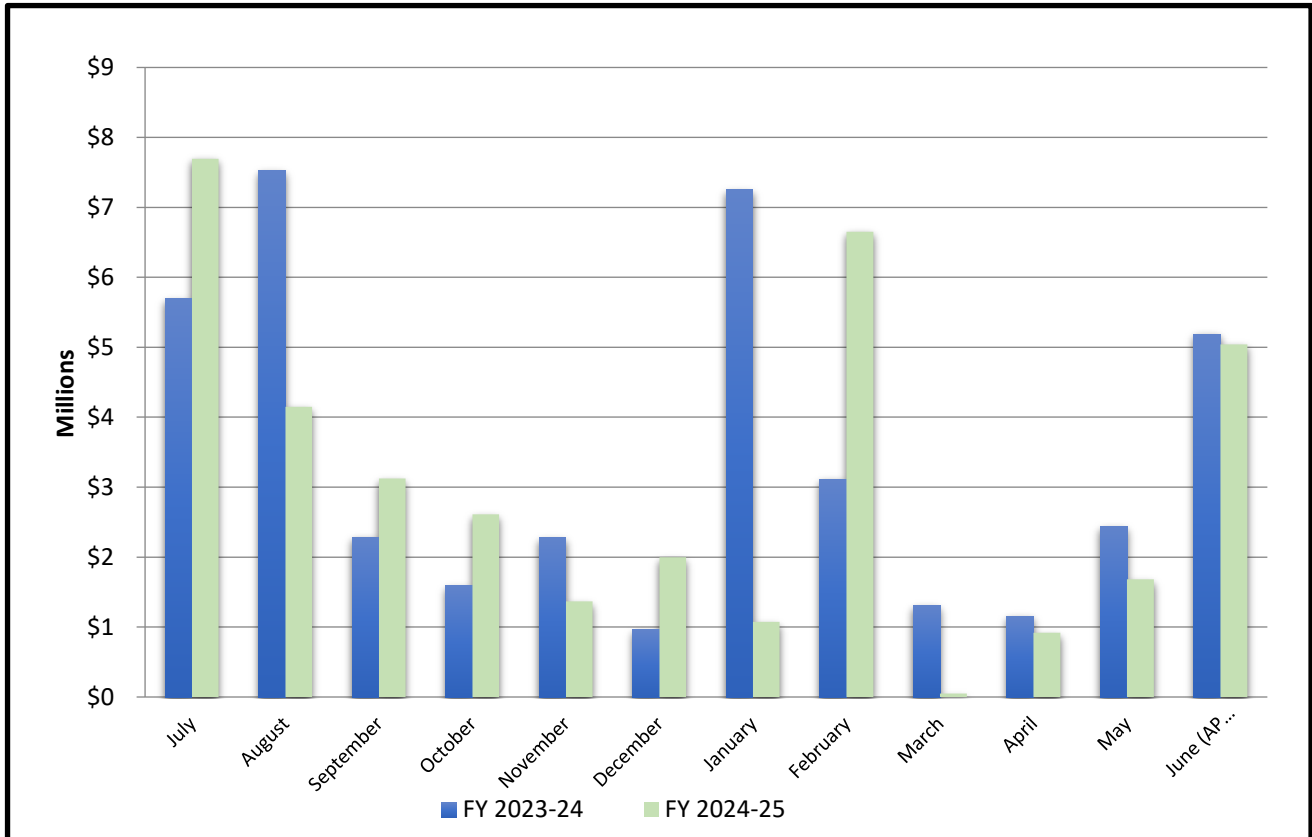
Through Accounting Period 12 - Jun 30		
	FY 2023-24	FY 2024-25
Ad Valorem Taxes	3,516,520	3,674,910
Zone 2C Assessments	4,321,086	4,474,203
Flood Control Assessments	2,141,320	2,192,509
Recycling Project Assessments	9,408,219	9,568,282
SVWP Bond Assessments	1,122,045	1,128,705
Development, Annexation Fees & Other	576,754	375,354
Interest, Rent Income, & Grazing Leases	1,336,130	1,123,868
Royalties - SLO Reimbursement	614,071	786,699
Grants (IRWM, HCP, USFW, WD & ILT)	4,710,087	5,802,905
Hydro-Electric Revenue	1,345,925	1,446,889
Water Delivery & Service Fees	2,461,003	2,462,577
Debt Transfer (USBR CSIP & SVWP)	3,292,467	3,289,268
Transfers In	1,923,148	850,000
YEAR TO DATE TOTAL:	36,768,776	37,176,169



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

YTD Actual Expenditures

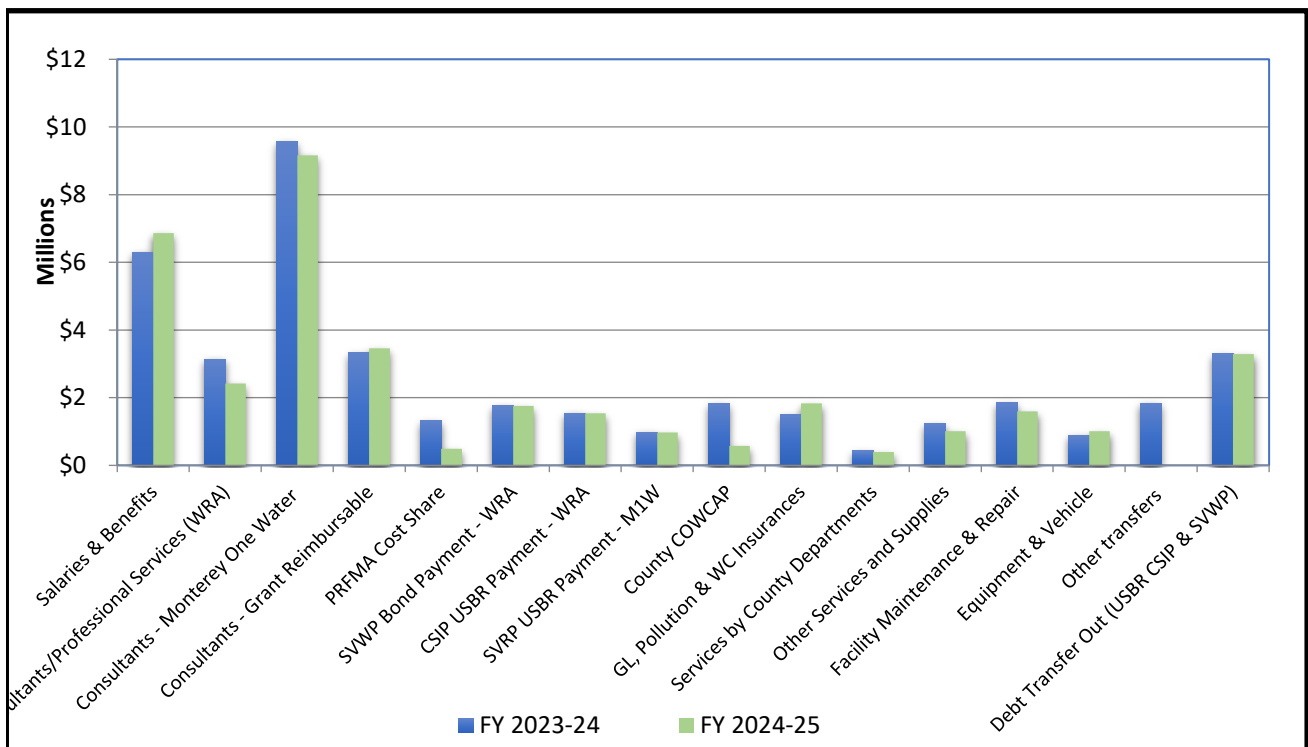
Month By Month Expenditures				
	FY 2023-24	% Expended	FY 2024-25	% Expended
July	5,695,222	10.4%	7,692,836	15.8%
August	7,527,945	24.1%	4,149,850	24.3%
September	2,284,563	28.3%	3,125,338	30.7%
October	1,587,257	31.2%	2,612,806	36.1%
November	2,274,369	35.3%	1,364,959	38.9%
December	959,125	37.1%	1,996,632	43.0%
January	7,252,017	50.3%	1,076,537	45.2%
February	3,111,824	55.9%	6,650,206	58.8%
March	1,301,308	58.3%	49,849	58.9%
April	1,153,394	60.4%	918,854	60.8%
May	2,431,439	64.9%	1,681,153	64.2%
June (AP 12,13,14)	5,185,761	74.3%	5,042,619	74.6%
YEAR TO DATE ACTUAL:	40,764,223	74.3%	36,361,640	74.6%
Budgeted Amount	54,860,209		48,759,795	



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

YTD Expenditures by Type

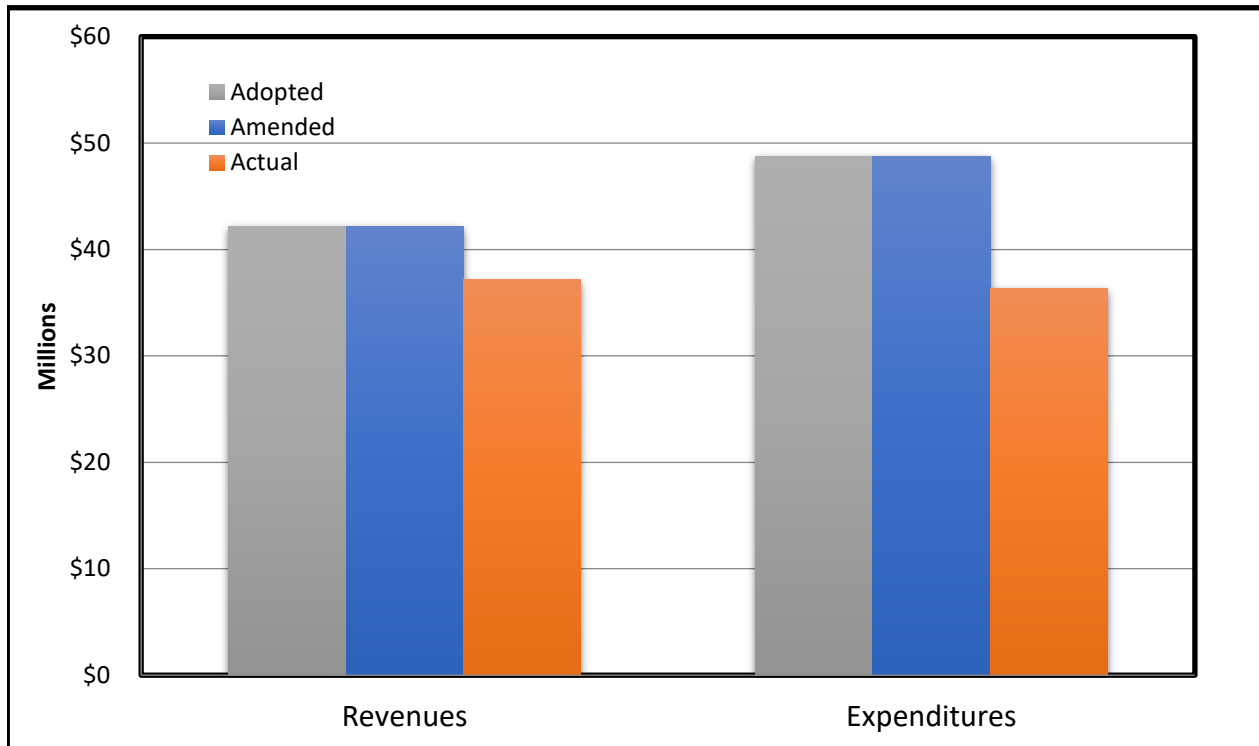
Through Accounting Period 12 - Jun 30		
	FY 2023-24	FY 2024-25
Salaries & Benefits	6,296,413	6,861,456
Consultants/Professional Services (WRA)	3,128,874	2,417,998
Consultants - Monterey One Water	9,557,314	9,163,033
Consultants - Grant Reimbursable	3,323,619	3,463,330
PRFMA Cost Share	1,326,000	491,511
SVWP Bond Payment - WRA	1,755,338	1,756,213
CSIP USBR Payment - WRA	1,537,129	1,535,726
SVRP USBR Payment - M1W	979,419	974,765
County COWCAP	1,829,892	573,662
GL, Pollution & WC Insurances	1,500,908	1,828,340
Services by County Departments	426,461	396,156
Other Services and Supplies	1,232,237	1,007,235
Facility Maintenance & Repair	1,854,872	1,598,162
Equipment & Vehicle	887,211	1,004,784
Other transfers	1,836,069	0
Debt Transfer Out (USBR CSIP & SVWP)	3,292,467	3,289,268
YEAR TO DATE TOTAL:	40,764,223	36,361,640



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

For Month Ending: June 30, 2025

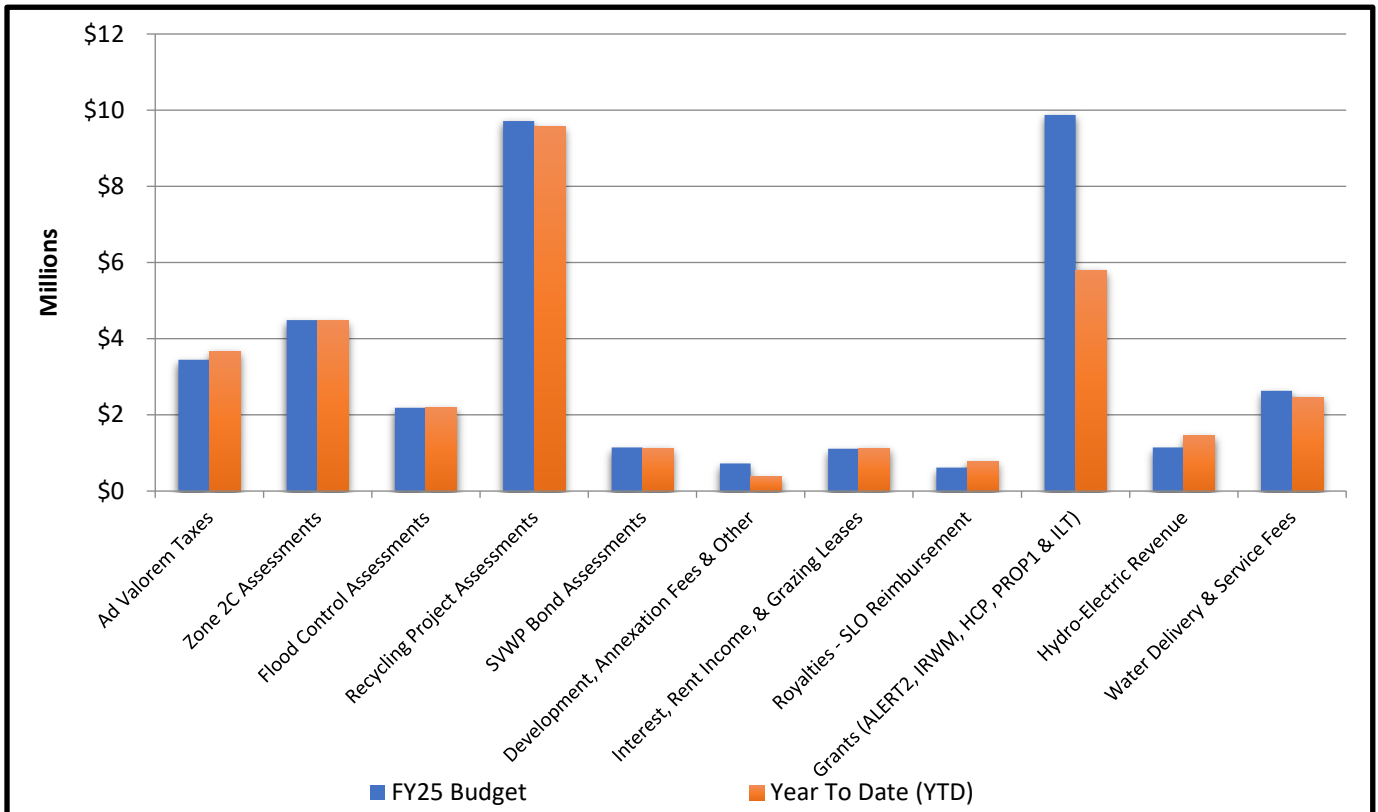
Budget Variance Analysis		
Category	Approved Budget	YTD Actual
Beginning Available Fund Balance	20,816,729	20,816,729
Revenues	42,154,850	37,176,169
Expenditures	48,759,795	36,361,640
Ending Available Fund Balance	14,211,784	21,631,258



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

Revenue Variance

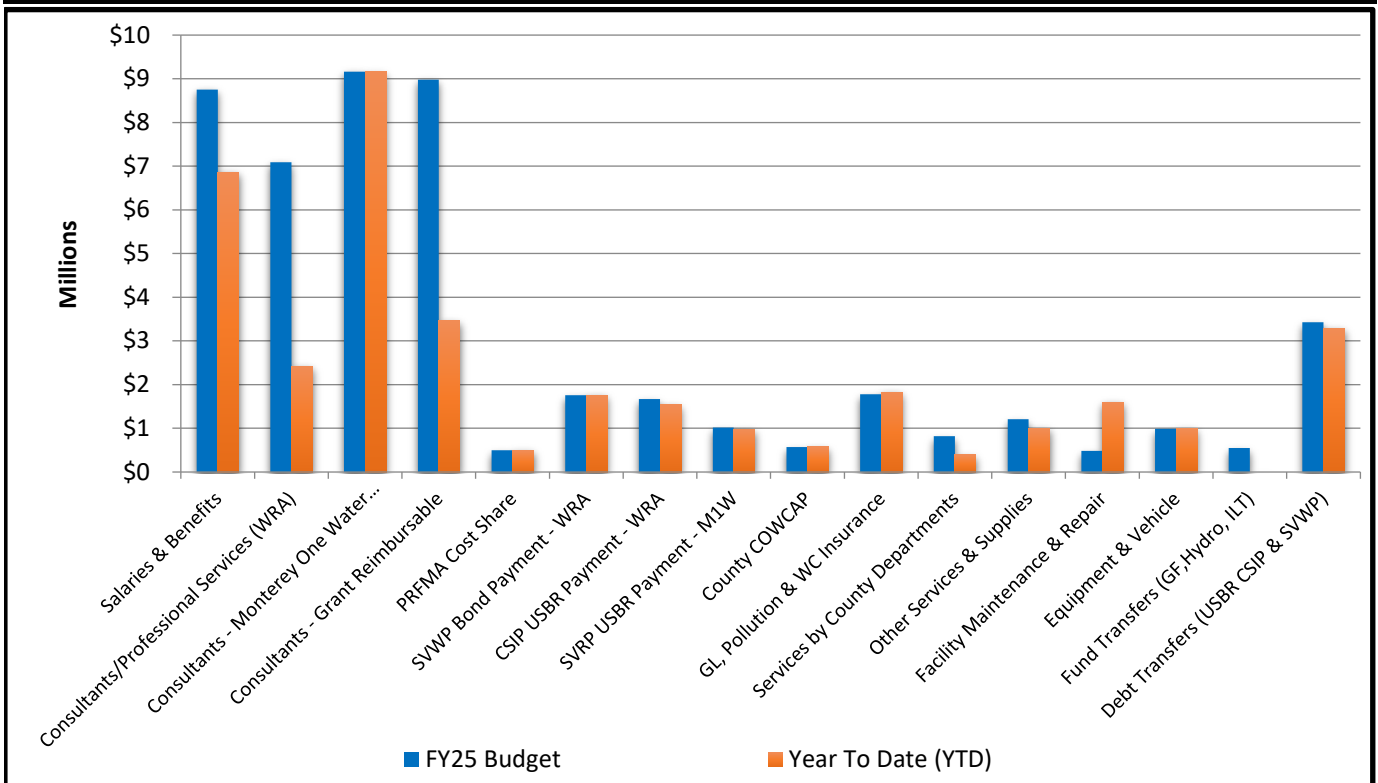
Revenue Variance by Source				
	FY25 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Ad Valorem Taxes	3,447,294	8.2%	3,674,910	106.6%
Zone 2C Assessments	4,485,633	10.6%	4,474,203	99.7%
Flood Control Assessments	2,187,167	5.2%	2,192,509	100.2%
Recycling Project Assessments	9,717,747	23.1%	9,568,282	98.5%
SVWP Bond Assessments	1,145,102	2.7%	1,128,705	98.6%
Development, Annexation Fees & Other	721,489	1.7%	375,354	52.0%
Interest, Rent Income, & Grazing Leases	1,107,175	2.6%	1,123,868	101.5%
Royalties - SLO Reimbursement	614,070	1.5%	786,699	128.1%
Grants (ALERT2, IRWM, HCP, PROP1 & ILT)	9,869,900	23.4%	5,802,905	58.8%
Hydro-Electric Revenue	1,140,961	2.7%	1,446,889	126.8%
Water Delivery & Service Fees	2,629,626	6.2%	2,462,577	93.6%
Transfers In (from other Agency Funds)	1,664,474	3.9%	850,000	51.1%
Debt Transfer (USBR CSIP & SVWP)	3,424,213	8.1%	3,289,268	96.1%
TOTAL:	42,154,850	100.0%	37,176,169	88.2%



**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%	6,861,456	78.4%
Consultants/Professional Services (WRA)	7,089,275	14.5%	2,417,998	34.1%
Consultants - Monterey One Water Contract Fee	9,163,033	18.8%	9,163,033	100.0%
Consultants - Grant Reimbursable	8,980,000	18.4%	3,463,330	38.6%
PRFMA Cost Share	494,778	1.0%	491,511	99.3%
SVWP Bond Payment - WRA	1,756,213	3.6%	1,756,213	100.0%
CSIP USBR Payment - WRA	1,668,000	3.4%	1,535,726	92.1%
SVRP USBR Payment - M1W	1,016,000	2.1%	974,765	95.9%
County COWCAP	573,662	1.2%	573,662	100.0%
GL, Pollution & WC Insurance	1,781,691	3.7%	1,828,340	102.6%
Services by County Departments	823,171	1.7%	396,156	48.1%
Other Services & Supplies	1,212,157	2.5%	1,007,235	83.1%
Facility Maintenance & Repair	481,315	1.0%	1,598,162	332.0%
Equipment & Vehicle	991,340	2.0%	1,004,784	101.4%
Fund Transfers (GF,Hydro, ILT)	549,474	1.1%	0	0.0%
Debt Transfers (USBR CSIP & SVWP)	3,424,213	7.0%	3,289,268	96.1%
TOTAL:	48,759,795	100.0%	36,361,640	74.6%

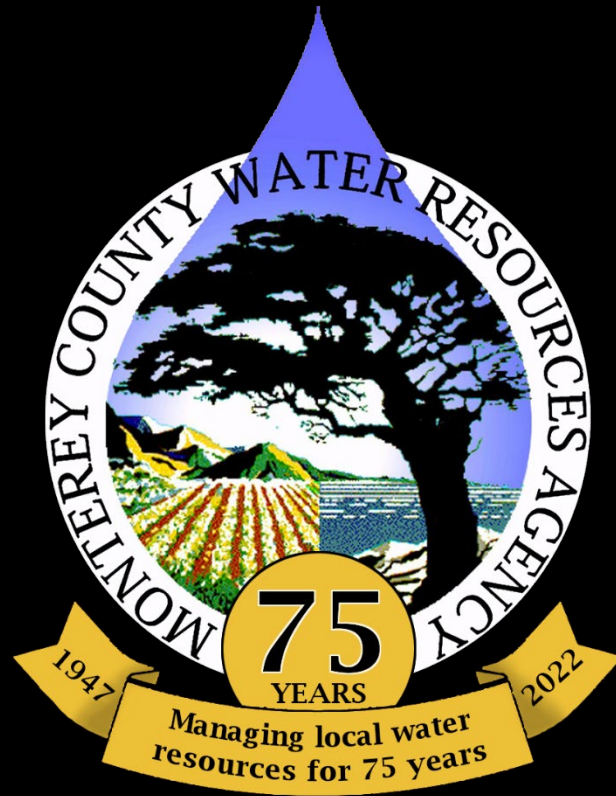


FY 2024-25 WRA Fund Balances

For Month Ending: June 30, 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	4,521,953	65.0%	5,033,501	95.2%	4,752,620	111
112	8484	Pajaro Levee	963,440	1,045,000	1,040,356	958,796	818,096	78.3%	1,160,111	111.5%	1,305,455	112
116	8485	Dam Operations	1,700,407	15,877,607	12,984,201	(1,192,999)	8,921,734	56.2%	9,946,427	76.6%	2,725,100	116
121	8486	Soledad Storm Drain	303,708	129,292	108,542	282,958	45,298	35.0%	111,022	102.3%	369,432	121
122	8487	Reclamation Ditch	1,301,112	1,968,504	2,040,285	1,372,893	1,768,318	89.8%	1,795,434	88.0%	1,328,228	122
124	8488	San Lorenzo Creek	36,598	254,482	246,811	28,927	38,853	15.3%	47,895	19.4%	45,641	124
127	8489	Moro Cojo Slough	411,271	582,491	322,261	151,041	191,331	32.8%	116,627	36.2%	336,567	127
130	8490	Hydro-Electric Ops	2,077,882	1,104,323	1,177,727	2,151,286	962,482	87.2%	1,504,033	127.7%	2,619,433	130
131	8491	CSIP Operations	2,439,324	7,133,033	6,163,072	1,469,363	5,856,308	82.1%	4,936,273	80.1%	1,519,290	131
132	8492	SVRP Operations	2,655,387	6,187,071	5,726,571	2,194,887	6,147,771	99.4%	5,896,994	103.0%	2,404,610	132
134	8493	SRDF Operations	2,669,678	3,717,282	3,595,965	2,548,361	3,491,408	93.9%	2,693,424	74.9%	1,871,694	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	1,535,726	92.1%	1,535,726	92.1%	770,672	303
313	8494	Debt Services	1,036,746	1,756,213	1,756,213	1,036,746	1,756,213	100.0%	1,756,227	100.0%	1,036,761	313
426	8495	Interlake Tunnel	209,431	374,377	38,234	(126,712)	306,149	81.8%	642,474	1680.4%	545,756	426
TOTAL:			20,816,729	48,759,795	42,154,850	14,211,784	36,361,640	74.6%	37,176,169	88.2%	21,631,258	





TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
FY 2024-25 Financial Status Report
AP14 - Preliminary Closing.



YTD Total Revenues - FY25

As of June 30, 2025

37,176,169

Revenue Source	Amount	% of Received
Ad-Valorem	3,674,910	9.9%
Assessments	17,363,699	46.7%
Permits, Fees and Other Fees	261,411	0.7%
Interest, Rent Income, & Grazing Leases	1,123,868	3.0%
Royalties - SLO Reimbursement	786,699	2.1%
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	5,802,905	15.6%
Hydro-Electric Revenue	1,446,889	3.9%
Water Delivery & Service Fees	2,462,577	6.6%
Fund Transfers In	850,000	2.3%
Other Revenue	113,943	0.3%
Fund Transfer (Debt Payments)	3,289,268	8.8%
Total	37,176,169	

* includes \$1.665M accrued revenue



Pending Receivables - FY25

As of June 30, 2025

1,665,239

Revenue Source	Amount	% of Receivabl
CalSIP Grant	1,275	0.1%
GSA Technical Support MOUs	30,639	1.8%
HCP 21 Grant	197,410	11.9%
Hydro-Electric Revenue	223,573	13.4%
IRWM Grant	24,275	1.5%
DWR Flood Response Grant	5,873	0.4%
Prop 1 Well Destruction Grant	5,076	0.3%
SB 104 Naci/SA grant'	162,520	9.8%
SVB GSA Subgrant Round 2	108,942	6.5%
Water Delivery Fee Q4	905,657	54.4%
Total	1,665,239	



FY24 vs FY25 Actual Revenues

Revenue as of June 30, 2024	36,768,776
As of June 30, 2025	37,176,169
Difference (Increase)	\$407,393

Revenue Source	Amount
Ad-Valorem	158,390
Assessments	371,029
Permits, Fees and Other Fees	37,756
Interest, Rent Income, & Grazing Leases	(212,262)
Royalties - SLO Reimbursement	172,628
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	1,092,818
Hydro-Electric Revenue	100,963
Water Delivery & Service Fees	1,574
Fund Transfers In	(1,073,148)
Other Revenue	(239,157)
Fund Transfer (Debt Payments)	(3,198)
Total	407,393



Revenue Variance

Budgeted Revenue **\$42,154,850**
As of June 30, 2025 **\$37,176,169**
Variance (Shortage) **(\$4,978,681)**

Revenue Source	Amount	Reason
Ad-Valorem	227,616	
Assessments	(171,950)	99% received
Permits, Fees and Other Fees	288	
Interest, Rent Income, & Grazing Leases	16,693	
Royalties - SLO Reimbursement	172,629	
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	(4,066,995)	59% received
Hydro-Electric Revenue	305,928	
Water Delivery & Service Fees	(167,049)	94% received
Fund Transfers In	(814,474)	51% received
Other Revenue	(346,423)	25% received
Fund Transfer (Debt Payments)	(134,945)	96% received
Total	(4,978,681)	88% budgeted



YTD Expenditures - FY25

As of June 30, 2025

\$36,361,640

Expenditure Source	Amount	% of Expended
Salaries & Benefits	\$6,861,456	18.9%
Consultants/Other Professional Services **	\$2,417,998	6.6%
Monterey One Water Contract Fee	\$9,163,033	25.2%
GRANT - Consultants/Professional Services **	\$3,463,330	9.5%
PRFMA Cost Share	\$491,511	1.4%
SVWP Bond Payment - WRA	\$1,756,213	4.8%
CSIP USBR Payment - WRA	\$1,535,726	4.2%
SVRP USBR Payment - M1W	\$974,765	2.7%
Other Charges - COWCAP	\$573,662	1.6%
GL & Pollution Insurance	\$1,828,340	5.0%
County Department Charges	\$396,156	1.1%
Other Services and Supplies	\$1,007,235	2.8%
Facility Maintenance & Repair **	\$1,598,162	4.4%
Equipment & Vehicle -All **	\$1,004,784	2.8%
Fund Transfer Out	\$0	0.0%
Transfer - Debt Payments	\$3,289,268	9.0%
Total **	\$36,361,640	

** Includes \$1,692,267 encumbrance balance



Encumbrance Balance - FY25

As of August 24, 2025

\$1,692,267

Expenditure Source	Amount	% of Expended
Salaries & Benefits		0.0%
Consultants/Other Professional Services **	\$588,630	34.8%
Monterey One Water Contract Fee		0.0%
GRANT - Consultants/Professional Services **	\$362,628	21.4%
PRFMA Cost Share		0.0%
SVWP Bond Payment - WRA		0.0%
CSIP USBR Payment - WRA		0.0%
SVRP USBR Payment - M1W		0.0%
Other Charges - COWCAP		0.0%
GL & Pollution Insurance		0.0%
County Department Charges		0.0%
Other Services and Supplies	\$17,284	1.0%
Facility Maintenance & Repair **	\$675,195	39.9%
Equipment & Vehicle -All **	\$48,530	2.9%
Fund Transfer Out	\$0	0.0%
Transfer - Debt Payments	\$0	0.0%
Total **	\$1,692,267	



FY24 vs FY25 Comparison

Total Expense as of June 30, 2024	\$40,764,223
Total Expense as of June 30, 2025	\$36,361,640
Difference (Decrease)	(\$4,402,583)

Expenditure Source	Reason	Amount
Salaries & Benefits	Increase	565,042
Consultants/Other Professional Services	Decrease	(710,876)
Monterey One Water Contract Fee	Decrease	(394,281)
GRANT - Consultants/Professional Services	Decrease	139,711
PRFMA Cost Share	Decrease	(834,489)
SVWP Bond Payment - WRA	Increase	875
CSIP USBR Payment - WRA	Decrease	(1,403)
SVRP USBR Payment - M1W	Decrease	(4,653)
Other Charges - COWCAP	Decrease	(1,256,230)
GL & Pollution Insurance	Increase	327,431
County Department Charges	Decrease	(30,305)
Other Services and Supplies	Decrease	(225,001)
Facility Maintenance & Repair	Decrease	(256,710)
Equipment & Vehicle -All	Increase	117,573
Fund Transfer Out	Decrease	(1,836,069)
Transfer - Debt Payments	Decrease	(3,198)
Total	Decrease	(4,402,583)



Expenditure Variance

Budgeted Expenditures	\$48,759,795
Total Expense as of June 30, 2025	\$36,361,640
Difference (Shortage)	(\$12,398,155)

Expenditure Source	Amount	Note
Salaries & Benefits	(1,894,017)	78% budgeted
Consultants/Other Professional Services	(4,671,277)	34% budgeted
Monterey One Water Contract Fee	(0)	
GRANT - Consultants/Professional Services	(5,516,670)	39% budgeted
PRFMA Cost Share	(3,267)	
SVWP Bond Payment - WRA	(1)	
CSIP USBR Payment - WRA	(132,274)	92% budgeted
SVRP USBR Payment - M1W	(41,235)	96% budgeted
Other Charges - COWCAP	0	
GL & Pollution Insurance	46,649	102.4% budgeted
County Department Charges	(427,016)	48% budgeted
Other Services and Supplies	(204,922)	83% budgeted
Facility Maintenance & Repair	1,116,847	380.6% budgeted
Equipment & Vehicle -All	13,444	
Fund Transfer Out	(549,474)	0% budgeted
Transfer - Debt Payments	(134,945)	96% budgeted
Total	(12,398,155)	75% Budgeted



FY 2024-25 WRA Fund Balances

For Month Ending: June 30, 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	4,521,953	65.0%	5,033,501	95.2%	4,752,620	111
112	8484	Pajaro Levee	963,440	1,045,000	1,040,356	958,796	818,096	78.3%	1,160,111	111.5%	1,305,455	112
116	8485	Dam Operations	1,700,407	15,877,607	12,984,201	(1,192,999)	8,921,734	56.2%	9,946,427	76.6%	2,725,100	116
121	8486	Soledad Storm Drain	303,708	129,292	108,542	282,958	45,298	35.0%	111,022	102.3%	369,432	121
122	8487	Reclamation Ditch	1,301,112	1,968,504	2,040,285	1,372,893	1,768,318	89.8%	1,795,434	88.0%	1,328,228	122
124	8488	San Lorenzo Creek	36,598	254,482	246,811	28,927	38,853	15.3%	47,895	19.4%	45,641	124
127	8489	Moro Cojo Slough	411,271	582,491	322,261	151,041	191,331	32.8%	116,627	36.2%	336,567	127
130	8490	Hydro-Electric Ops	2,077,882	1,104,323	1,177,727	2,151,286	962,482	87.2%	1,504,033	127.7%	2,619,433	130
131	8491	CSIP Operations	2,439,324	7,133,033	6,163,072	1,469,363	5,856,308	82.1%	4,936,273	80.1%	1,519,290	131
132	8492	SVRP Operations	2,655,387	6,187,071	5,726,571	2,194,887	6,147,771	99.4%	5,896,994	103.0%	2,404,610	132
134	8493	SRDF Operations	2,669,678	3,717,282	3,595,965	2,548,361	3,491,408	93.9%	2,693,424	74.9%	1,871,694	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	1,535,726	92.1%	1,535,726	92.1%	770,672	303
313	8494	Debt Services	1,036,746	1,756,213	1,756,213	1,036,746	1,756,213	100.0%	1,756,227	100.0%	1,036,761	313
426	8495	Interlake Tunnel	209,431	374,377	38,234	(126,712)	306,149	81.8%	642,474	1680.4%	545,756	426
TOTAL:			20,816,729	48,759,795	42,154,850	14,211,784	36,361,640	74.6%	37,176,169	88.2%	21,631,258	





MCWRA Assigned Fund Balance Summary

Fund	Fund Name	BSA	Description	FY25 Estimated Ending Balance	Budgeted Change in FY25 **	FY25 Estimated Ending Balance
111	Administration Fund	3066	Canyon Del Rey Improvement	12,200		12,200
116	Dam Operations	3115	Cloud Seeding Reserve	125,000		125,000
116	Dam Operations	3123	Capital Project	735,000	105,000	840,000
122	Reclamation Ditch	3115	Markeley Swamp Reserve	245,158		245,158
131	CSIP Operations	2569	USBR Loan Reserve	254,187		254,187

Estimated unspent County's Strategic Reserves in WRA funds

Fund 111 \$555,000

Fund 112 \$366,000

Fund 116 \$1,109,000 (includes \$850,000 received in FY25)

Total in WRA \$2,031,000





TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
FY 2024-25 Financial Status Report
AP14 - Preliminary Closing.







County of Monterey

Item No.10

Board Report

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

Legistar File Number: WRAFIN 25-071

September 05, 2025

Introduced: 8/28/2025

Current Status: Agenda Ready

Version: 1

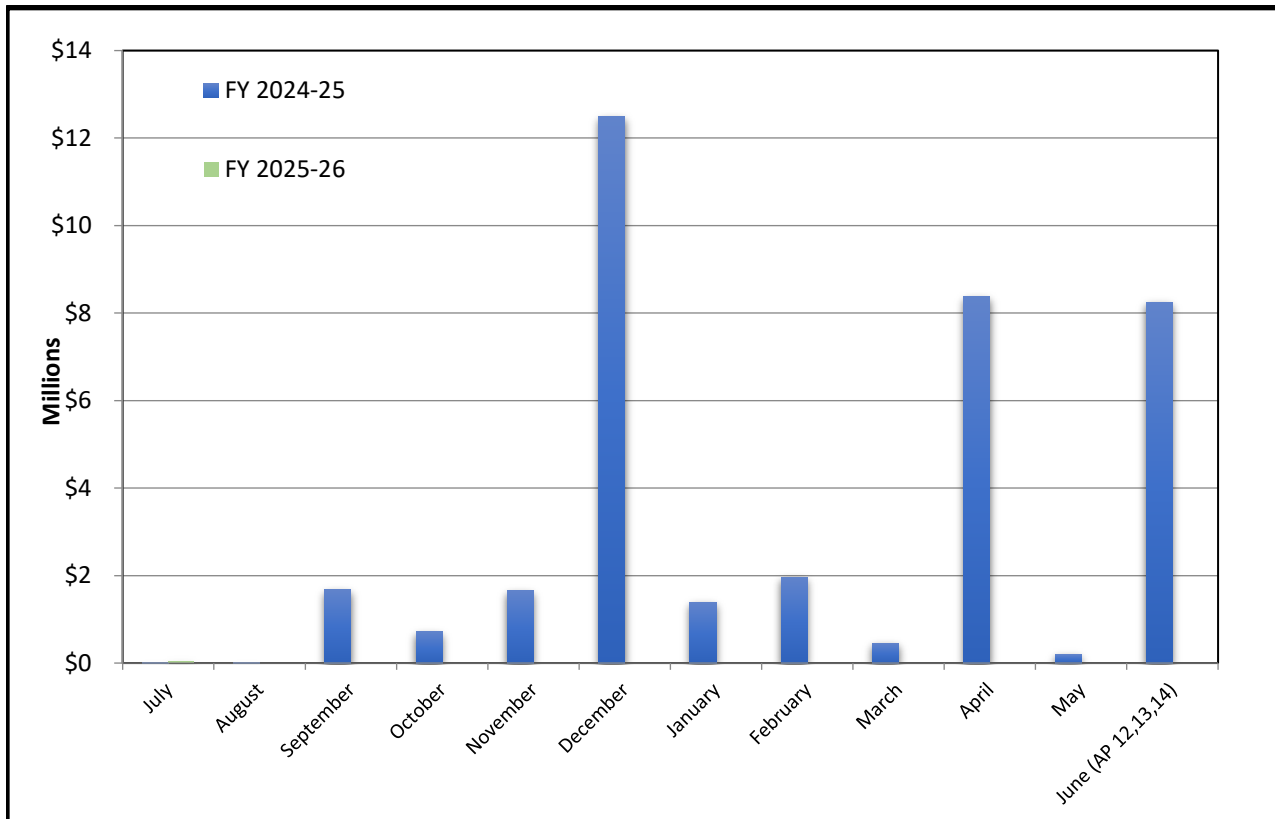
Matter Type: WRA Finance Item

Consider receiving the FY2025-26 Financials for All Agency Funds AP 1. (Presenter: Nan Kim)

Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

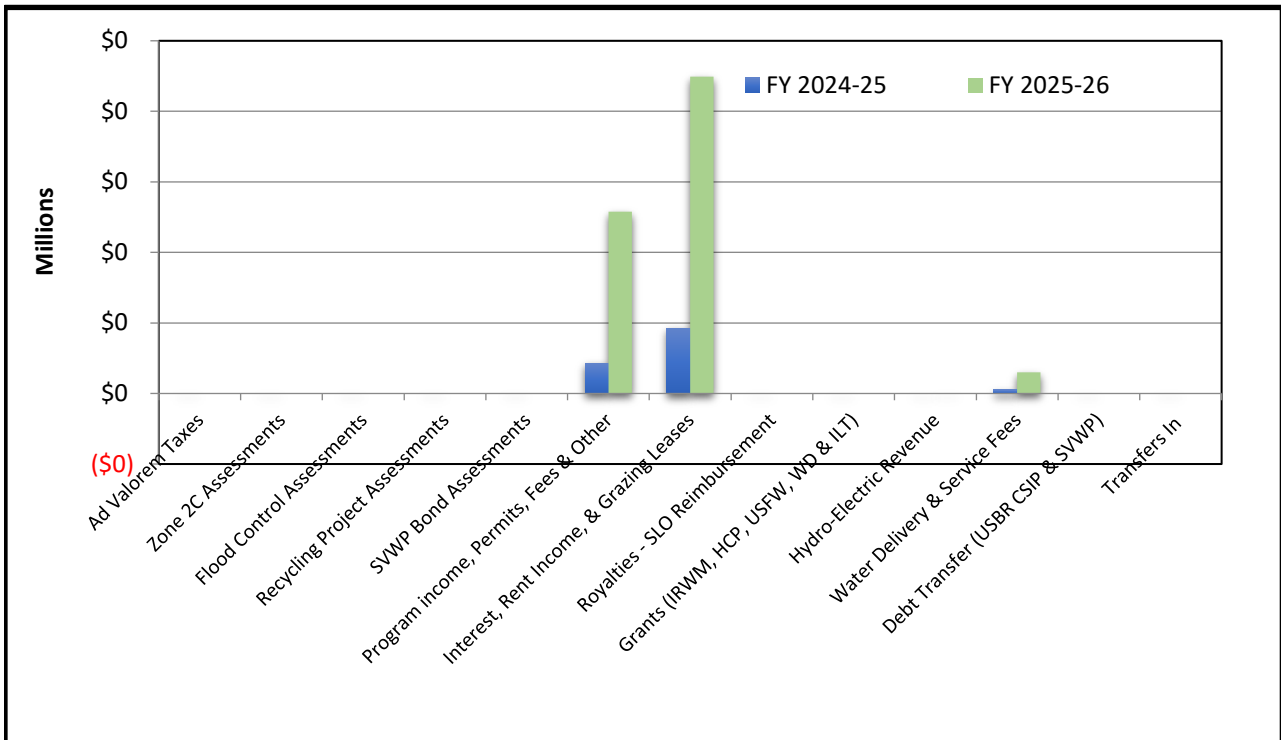
YTD Actual Revenues

Month By Month Revenues				
	FY 2024-25	% Received	FY 2025-26	% Received
July	7,045	0.0%	36,852	0.1%
August	4,028	0.0%	-	
September	1,681,142	4.0%	-	
October	715,871	5.7%	-	
November	1,652,130	9.6%	-	
December	12,483,369	39.2%	-	
January	1,382,720	42.5%	-	
February	1,962,815	47.2%	-	
March	458,368	48.3%	-	
April	8,382,106	68.2%	-	
May	202,616	68.6%	-	
June (AP 12,13,14)	8,243,960	88.2%	-	
YEAR TO DATE ACTUAL:	37,176,169	88.2%	36,852	0.1%
Budgeted Amount	42,154,850		38,435,673	



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT
YTD Revenues by Source

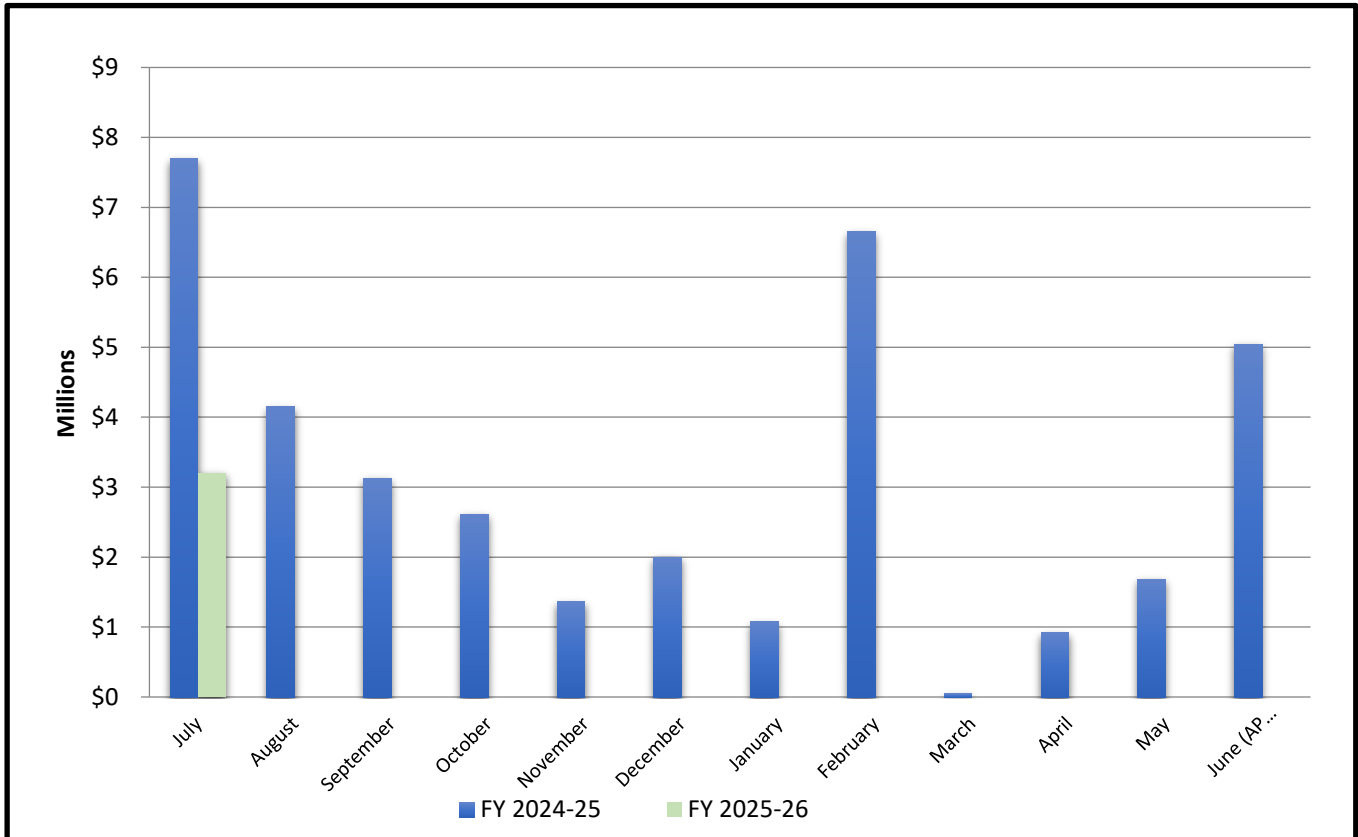
Through Accounting Period 1 - July 31		
	FY 2024-25	FY 2025-26
Ad Valorem Taxes	0	0
Zone 2C Assessments	0	0
Flood Control Assessments	0	0
Recycling Project Assessments	0	0
SVWP Bond Assessments	0	0
Program income, Permits, Fees & Other	2,140	12,877
Interest, Rent Income, & Grazing Leases	4,638	22,467
Royalties - SLO Reimbursement	0	0
Grants (IRWM, HCP, USFW, WD & ILT)	(0)	0
Hydro-Electric Revenue	(0)	8
Water Delivery & Service Fees	267	1,500
Debt Transfer (USBR CSIP & SVWP)	0	0
Transfers In	0	0
YEAR TO DATE TOTAL:	7,045	36,852



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

YTD Actual Expenditures

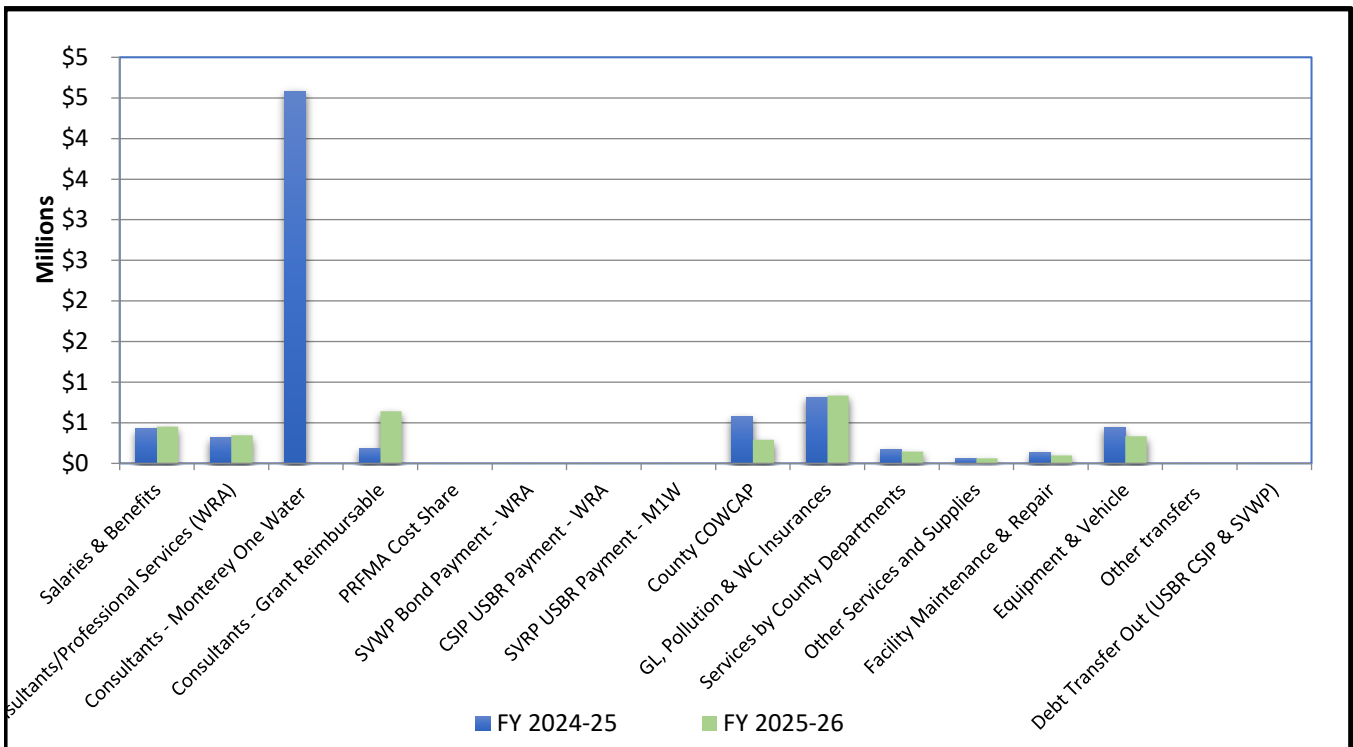
Month By Month Expenditures				
	FY 2024-25	% Expended	FY 2025-26	% Expended
July	7,692,836	15.8%	3,202,490	7.4%
August	4,149,850	24.3%	-	
September	3,125,338	30.7%	-	
October	2,612,806	36.1%	-	
November	1,364,959	38.9%	-	
December	1,996,632	43.0%	-	
January	1,076,537	45.2%	-	
February	6,650,206	58.8%	-	
March	49,849	58.9%	-	
April	918,854	60.8%	-	
May	1,681,153	64.2%	-	
June (AP 12,13,14)	5,042,619	74.6%	-	
YEAR TO DATE ACTUAL:	36,361,640	74.6%	3,202,490	7.4%
Budgeted Amount	48,759,795		43,205,541	



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

YTD Expenditures by Type

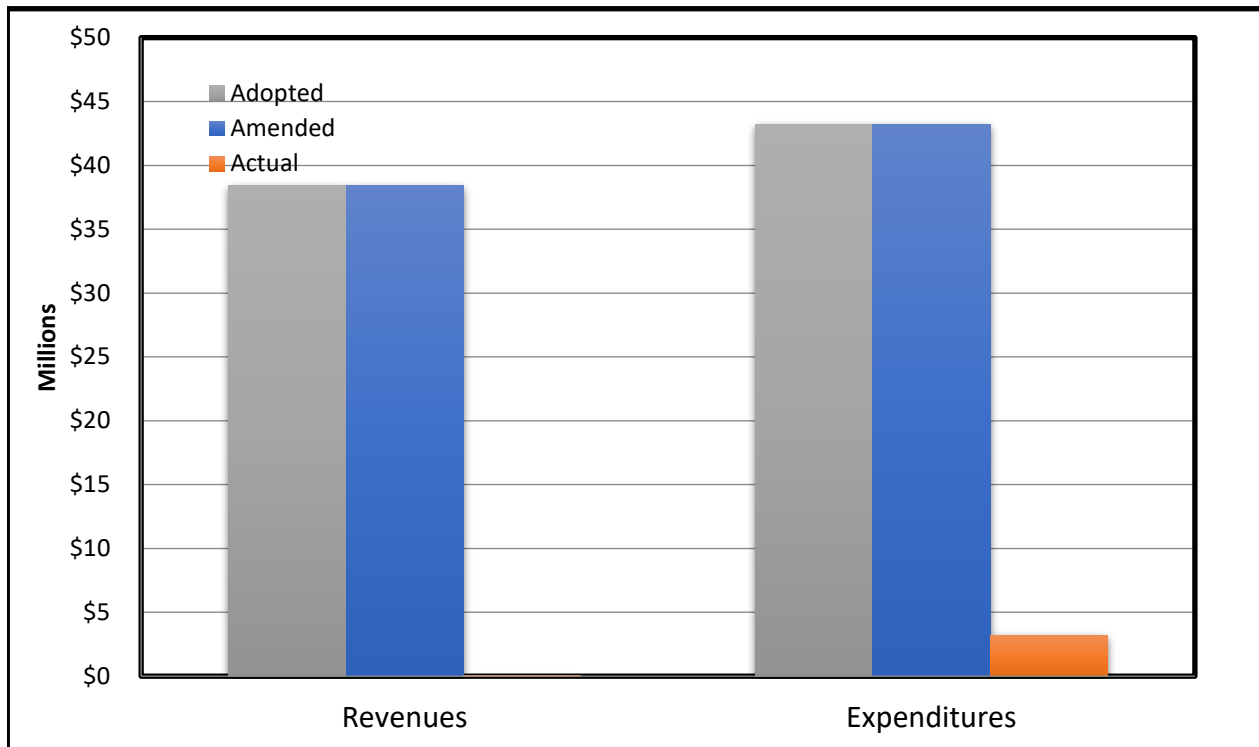
Through Accounting Period 1 - July 31		
	FY 2024-25	FY 2025-26
Salaries & Benefits	424,126	450,471
Consultants/Professional Services (WRA)	315,856	343,939
Consultants - Monterey One Water	4,581,517	0
Consultants - Grant Reimbursable	181,209	642,575
PRFMA Cost Share	-	0
SVWP Bond Payment - WRA	-	0
CSIP USBR Payment - WRA	-	0
SVRP USBR Payment - M1W	-	0
County COWCAP	573,662	292,183
GL, Pollution & WC Insurances	812,921	835,921
Services by County Departments	172,230	143,853
Other Services and Supplies	57,728	63,984
Facility Maintenance & Repair	132,850	95,900
Equipment & Vehicle	440,738	333,664
Other transfers	-	0
Debt Transfer Out (USBR CSIP & SVWP)	-	0
YEAR TO DATE TOTAL:	7,692,836	3,202,490



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT**

For Month Ending: July 31, 2025

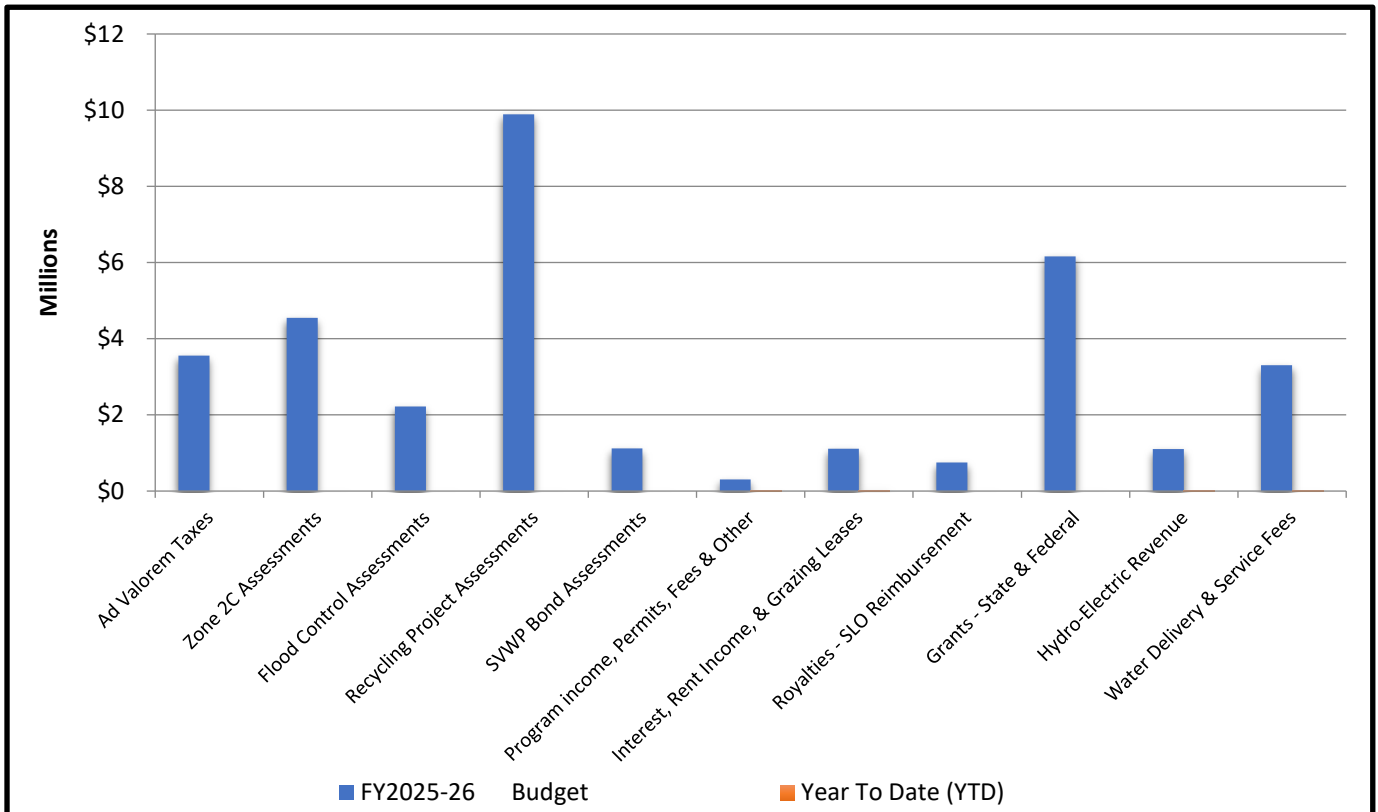
Budget Variance Analysis		
Category	Approved Budget	YTD Actual
Beginning Available Fund Balance	21,526,258	21,526,258
Revenues	38,435,673	36,852
Expenditures	43,205,541	3,202,490
Ending Available Fund Balance	16,756,390	18,360,619



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT**

Revenue Variance

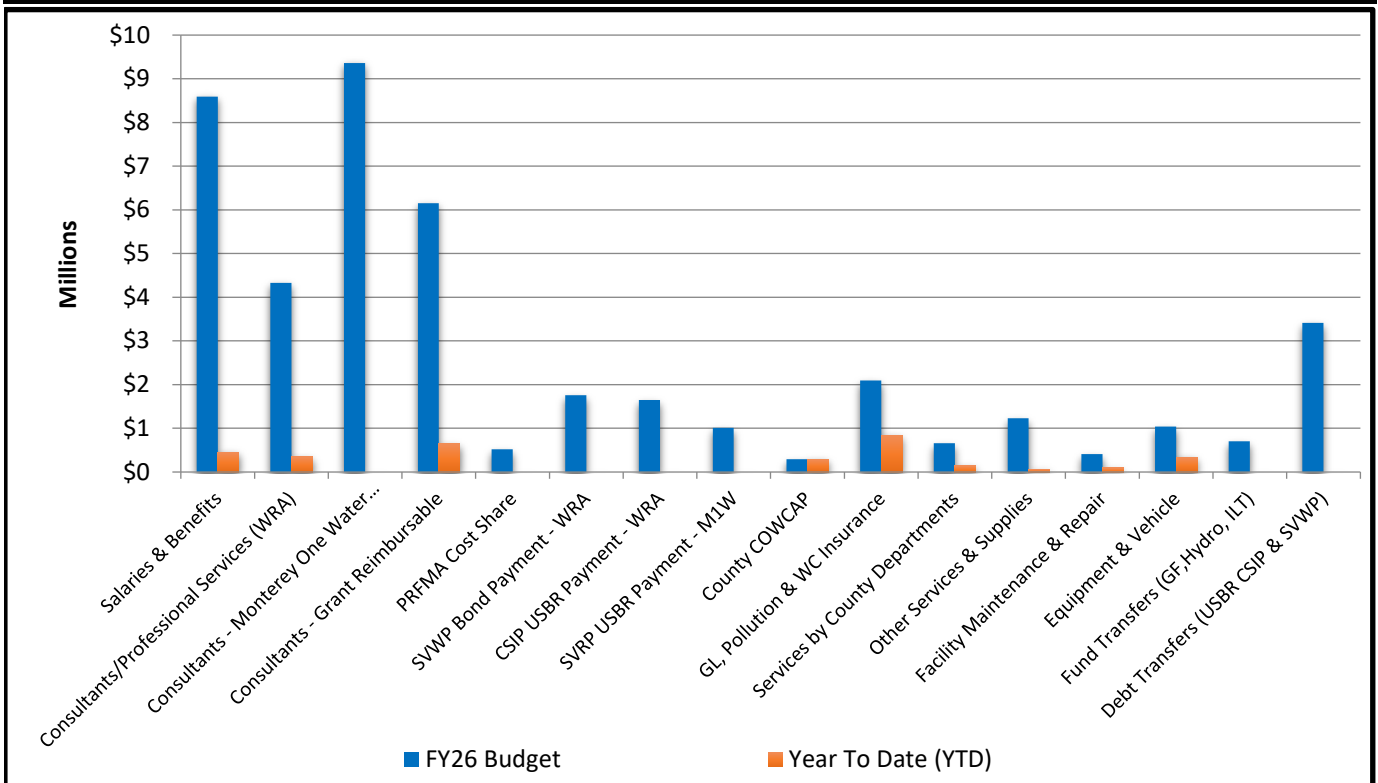
Revenue Variance by Source				
	FY2025-26 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Ad Valorem Taxes	3,558,675	9.3%	0	0.0%
Zone 2C Assessments	4,544,261	11.8%	0	0.0%
Flood Control Assessments	2,222,401	5.8%	0	0.0%
Recycling Project Assessments	9,894,133	25.7%	0	0.0%
SVWP Bond Assessments	1,122,045	2.9%	0	0.0%
Program income, Permits, Fees & Other	302,841	0.8%	12,877	4.3%
Interest, Rent Income, & Grazing Leases	1,115,369	2.9%	22,467	2.0%
Royalties - SLO Reimbursement	750,000	2.0%	0	0.0%
Grants - State & Federal	6,161,372	16.0%	0	0.0%
Hydro-Electric Revenue	1,100,000	2.9%	8	0.0%
Water Delivery & Service Fees	3,302,362	8.6%	1,500	0.0%
Transfers In (from other Agency Funds)	952,500	2.5%	0	0.0%
Debt Transfer (USBR CSIP & SVWP)	3,409,714	8.9%	0	0.0%
TOTAL:	38,435,673	100.0%	36,852	0.1%



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT**

Expenditure Variance

Expenditure Variance by Type				
	FY26 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Salaries & Benefits	8,591,997	19.9%	450,471	5.2%
Consultants/Professional Services (WRA)	4,325,414	10.0%	343,939	8.0%
Consultants - Monterey One Water Contract Fee	9,357,370	21.7%	0	0.0%
Consultants - Grant Reimbursable	6,150,000	14.2%	642,575	10.4%
PRFMA Cost Share	518,544	1.2%	0	0.0%
SVWP Bond Payment - WRA	1,759,714	4.1%	0	0.0%
CSIP USBR Payment - WRA	1,650,000	3.8%	0	0.0%
SVRP USBR Payment - M1W	1,010,000	2.3%	0	0.0%
County COWCAP	292,183	0.7%	292,183	100.0%
GL, Pollution & WC Insurance	2,091,788	4.8%	835,921	40.0%
Services by County Departments	662,585	1.5%	143,853	21.7%
Other Services & Supplies	1,231,676	2.9%	63,984	5.2%
Facility Maintenance & Repair	413,050	1.0%	95,900	23.2%
Equipment & Vehicle	1,041,506	2.4%	333,664	32.0%
Fund Transfers (GF,Hydro, ILT)	700,000	1.6%	0	0.0%
Debt Transfers (USBR CSIP & SVWP)	3,409,714	7.9%	0	0.0%
TOTAL:	43,205,541	100.0%	3,202,490	7.4%



FY 2025-26 WRA Fund Balances

For Month Ending: July 31, 2025

% Monthly Time Elapsed: 100.00%

			FY2025-26 BUDGET				YEAR-TO-DATE Actual					
Fund	Unit	Fund Name	Estimated 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	4,752,620	5,311,321	4,563,908	4,005,207	411,186	7.7%	4,677	0.1%	4,346,112	111
112	8484	Pajaro Levee	1,305,455	891,499	687,003	1,100,959	18,297	2.1%	0	0.0%	1,287,158	112
116	8485	Dam Operations	2,620,100	11,835,605	11,209,013	1,993,508	1,170,619	9.9%	30,652	0.3%	1,480,134	116
121	8486	Soledad Storm Drain	369,432	109,379	112,180	372,233	5,979	5.5%	0	0.0%	363,453	121
122	8487	Reclamation Ditch	1,328,228	2,176,631	1,843,282	994,879	191,709	8.8%	0	0.0%	1,136,519	122
124	8488	San Lorenzo Creek	45,641	56,033	49,898	39,506	2,010	3.6%	0	0.0%	43,631	124
127	8489	Moro Cojo Slough	336,567	686,838	365,508	15,236	7,258	1.1%	0	0.0%	329,309	127
130	8490	Hydro-Electric Ops	2,619,433	1,817,087	1,172,726	1,975,072	108,269	6.0%	8	0.0%	2,511,171	130
131	8491	CSIP Operations	1,519,290	6,664,214	6,423,278	1,278,354	922,487	13.8%	1,500	0.0%	598,302	131
132	8492	SVRP Operations	2,404,610	6,891,960	6,161,150	1,673,800	0	0.0%	0	0.0%	2,404,610	132
134	8493	SRDF Operations	1,871,694	3,233,462	2,432,777	1,071,009	342,427	10.6%	0	0.0%	1,529,268	134
303	8267	CSIP Debt Service	770,672	1,650,000	1,650,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,036,761	1,759,714	1,759,714	1,036,761	0	0.0%	14	0.0%	1,036,776	313
426	8495	Interlake Tunnel	545,756	121,798	5,236	429,194	22,250	18.3%	0	0.0%	523,506	426
TOTAL:			21,526,258	43,205,541	38,435,673	16,756,390	3,202,490	7.4%	36,852	0.1%	18,360,619	





TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
FY 2025-26 Financial Status Report
Ending July 31, 2025



YTD Total Revenues - FY26

As of July 31, 2025

36,852

Revenue Source	Amount	% of Received
Ad-Valorem	0	0.0%
Assessments	0	0.0%
Permits, Fees and Other Fees	12,592	34.2%
Interest, Rent Income, & Grazing Leases	22,467	61.0%
Royalties - SLO Reimbursement	0	0.0%
Grants - State & Federal	0	0.0%
Hydro-Electric Revenue	8	0.0%
Water Delivery & Service Fees	1,500	4.1%
Fund Transfers In	0	0.0%
Other Revenue	285	0.8%
Fund Transfer (Debt Payments)	0	0.0%
Total	36,852	



FY25 vs FY26 Actual Revenues

Revenue as of July 31, 2024	7,045
As of July 31, 2025	36,852
Difference (Increase)	\$29,807

Revenue Source	Amount
Ad-Valorem	0
Assessments	0
Permits, Fees and Other Fees	10,681
Interest, Rent Income, & Grazing Leases	17,829
Royalties - SLO Reimbursement	0
Grants - State & Federal	0
Hydro-Electric Revenue	8
Water Delivery & Service Fees	1,233
Fund Transfers In	0
Other Revenue	56
Fund Transfer (Debt Payments)	0
Total	29,807



Revenue Variance

Budgeted Revenue **\$38,435,673**
As of July 31, 2025 **\$36,852**
Variance (Shortage) **(\$38,398,821)**

Revenue Source	Amount	Reason
Ad-Valorem	(3,558,675)	
Assessments	(17,782,840)	
Permits, Fees and Other Fees	(43,829)	22% received
Interest, Rent Income, & Grazing Leases	(1,092,902)	2% received
Royalties - SLO Reimbursement	(750,000)	
Grants - State & Federal	(6,161,372)	
Hydro-Electric Revenue	(1,099,992)	
Water Delivery & Service Fees	(3,300,862)	
Fund Transfers In	(952,500)	
Other Revenue	285	
Fund Transfer (Debt Payments)	(3,409,714)	
Total	(38,152,401)	0.1% budgeted



YTD Expenditures - FY26

As of July 31, 2025

\$3,202,490

Expenditure Source	Amount	% of Expended
Salaries & Benefits	\$450,471	14.1%
Consultants/Other Professional Services	\$343,939	10.7%
Monterey One Water Contract Fee	\$0	0.0%
GRANT - Consultants/Professional Services	\$642,575	20.1%
PRFMA Cost Share	\$0	0.0%
SVWP Bond Payment - WRA	\$0	0.0%
CSIP USBR Payment - WRA	\$0	0.0%
SVRP USBR Payment - M1W	\$0	0.0%
Other Charges - COWCAP	\$292,183	9.1%
GL & Pollution Insurance	\$835,921	26.1%
County Department Charges	\$143,853	4.5%
Other Services and Supplies	\$63,984	2.0%
Facility Maintenance & Repair	\$95,900	3.0%
Equipment & Vehicle -All	\$333,664	10.4%
Fund Transfer Out	\$0	0.0%
Transfer - Debt Payments	\$0	0.0%
Total	\$3,202,490	



FY25 vs FY26 Comparison

YTD Expenditures as of July 31, 2024	\$7,692,836
YTD Expenditures as of July 31, 2025	\$3,202,490
Difference (Decrease)	(\$4,490,346)

Expenditure Source	Reason	Amount
Salaries & Benefits	Increase	26,345
Consultants/Other Professional Services	Decrease	28,083
Monterey One Water Contract Fee	Decrease	(4,581,517)
GRANT - Consultants/Professional Services	Decrease	461,366
PRFMA Cost Share	Decrease	0
SVWP Bond Payment - WRA	Increase	0
CSIP USBR Payment - WRA		0
SVRP USBR Payment - M1W		0
Other Charges - COWCAP	Decrease	(281,479)
GL & Pollution Insurance	Increase	23,000
County Department Charges	Decrease	(28,378)
Other Services and Supplies	Decrease	6,257
Facility Maintenance & Repair	Decrease	(36,950)
Equipment & Vehicle -All	Increase	(107,074)
Fund Transfer Out	Decrease	0
Transfer - Debt Payments		0
Total	Decrease	(4,490,346)



Expenditure Variance

Budgeted Expenditures	\$43,205,541
YTD Expenditures as of July 31, 2025	\$3,202,490
Difference (Shortage)	(\$40,003,051)

Expenditure Source	Amount	Note
Salaries & Benefits	(8,141,526)	5% budgeted
Consultants/Other Professional Services	(3,981,475)	8% budgeted
Monterey One Water Contract Fee	(9,357,370)	
GRANT - Consultants/Professional Services	(5,507,425)	10% budgeted
PRFMA Cost Share	(518,544)	
SVWP Bond Payment - WRA	(1,759,714)	
CSIP USBR Payment - WRA	(1,650,000)	
SVRP USBR Payment - M1W	(1,010,000)	
Other Charges - COWCAP	0	100% budgeted
GL & Pollution Insurance	(1,255,867)	40% budgeted
County Department Charges	(518,732)	22% budgeted
Other Services and Supplies	(1,167,692)	5% budgeted
Facility Maintenance & Repair	(317,150)	23% budgeted
Equipment & Vehicle -All	(707,842)	
Fund Transfer Out	(700,000)	
Transfer - Debt Payments	(3,409,714)	
Total	(40,003,051)	7% Budgeted



FY 2025-26 WRA Fund Balances

For Month Ending: July 31, 2025

% Monthly Time Elapsed: 100.00%

Fund	Unit	Fund Name	FY2025-26 BUDGET				YEAR-TO-DATE Actual				Estimated Current Fund Balance	Fund
			Estimated 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	4,752,620	5,311,321	4,563,908	4,005,207	411,186	7.7%	4,677	0.1%	4,346,112	111
112	8484	Pajaro Levee	1,305,455	891,499	687,003	1,100,959	18,297	2.1%	0	0.0%	1,287,158	112
116	8485	Dam Operations	2,620,100	11,835,605	11,209,013	1,993,508	1,170,619	9.9%	30,652	0.3%	1,480,134	116
121	8486	Soledad Storm Drain	369,432	109,379	112,180	372,233	5,979	5.5%	0	0.0%	363,453	121
122	8487	Reclamation Ditch	1,328,228	2,176,631	1,843,282	994,879	191,709	8.8%	0	0.0%	1,136,519	122
124	8488	San Lorenzo Creek	45,641	56,033	49,898	39,506	2,010	3.6%	0	0.0%	43,631	124
127	8489	Moro Cojo Slough	336,567	686,838	365,508	15,236	7,258	1.1%	0	0.0%	329,309	127
130	8490	Hydro-Electric Ops	2,619,433	1,817,087	1,172,726	1,975,072	108,269	6.0%	8	0.0%	2,511,171	130
131	8491	CSIP Operations	1,519,290	6,664,214	6,423,278	1,278,354	922,487	13.8%	1,500	0.0%	598,302	131
132	8492	SVRP Operations	2,404,610	6,891,960	6,161,150	1,673,800	0	0.0%	0	0.0%	2,404,610	132
134	8493	SRDF Operations	1,871,694	3,233,462	2,432,777	1,071,009	342,427	10.6%	0	0.0%	1,529,268	134
303	8267	CSIP Debt Service	770,672	1,650,000	1,650,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,036,761	1,759,714	1,759,714	1,036,761	0	0.0%	14	0.0%	1,036,776	313
426	8495	Interlake Tunnel	545,756	121,798	5,236	429,194	22,250	18.3%	0	0.0%	523,506	426
TOTAL:			21,526,258	43,205,541	38,435,673	16,756,390	3,202,490	7.4%	36,852	0.1%	18,360,619	



MCWRA Assigned Fund Balance Summary

Fund	Fund Name	BSA	Description	FY25 Estimated Ending Balance	Budgeted Change in FY25 **	FY25 Estimated Ending Balance
111	Administration Fund	3066	Canyon Del Rey Improvement	12,200		12,200
116	Dam Operations	3115	Cloud Seeding Reserve	125,000		125,000
116	Dam Operations	3123	Capital Project	735,000	105,000	840,000
122	Reclamation Ditch	3115	Markeley Swamp Reserve	245,158		245,158
131	CSIP Operations	2569	USBR Loan Reserve	254,187		254,187

Estimated unspent County's Strategic Reserves in WRA funds

Fund 111 \$555,000

Fund 112 \$366,000

Fund 116 \$1,109,000 (includes \$850,000 received in FY25)

Total in WRA \$2,031,000

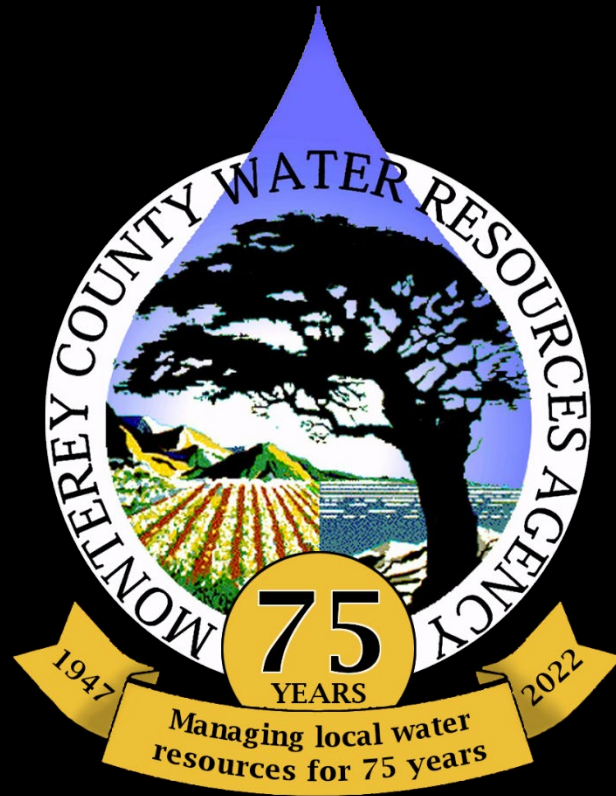




TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
FY 2025-26 Financial Status Report
Ending July 31, 2025







County of Monterey

Item No.11

Board Report

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

Legistar File Number: WRAFIN 25-074

September 05, 2025

Introduced: 8/29/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Set next meeting date and discuss future agenda items.

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Errol L. Montgomery & Associates, Inc., a Arizona corporation hereinafter called "CONTRACTOR".

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

1. Scope of Work. 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:
Provide professional hydrogeologic and technical support for Agency Groundwater Well Projects in the Castroville Seawater Intrusion/ Recycled Water Program and other Agency Programs, as needed.
- (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 11/1/2024, by CONTRACTOR and Agency, and will terminate on 7/1/2027, 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 One Hundred thousand Dollars
(\$100,000).

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 shall submit to Agency an invoice via email to WRAAccountsPayable@countyofmonterey.gov and to the Contract Administrator listed in Section 27.
- (c) 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.
- (d) 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.
- (e) 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. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

17. 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.

18. 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.

19. 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.

20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. Contract Administrators.

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

Cameron Tana

Agency's designated administrator of this Agreement shall be:

Pete Vannerus

28. 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: Pete Vannerus	Name: Bill DeBoer
Address: 1441 Schilling Place, North Bld, Salinas, CA 93901	Address: 1970 Broadway, Suite 225, Oakland, CA 94612
Telephone: 831-788-3436	Telephone: 925-212-1630
Fax:	Fax:
E-Mail: VannerusP@countyofmonterey.gov	E-Mail: bdeboer@elmontgomery.com

29. 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.

30. 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.

31. 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.

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

- Exhibit A - Scope of Work
- Exhibit B - Fee Schedule/ Rate Sheet

33. 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 SERVICES**

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY: DocuSigned by:
Ara Azhderian
1F492FFB49A2436...
Ara Azhderian
General Manager

Date: 11/21/2024 | 10:56 AM PST

CONTRACTOR:

BY: *[Signature]*
Type Name: Hale W. Barter
Title: President

Date: 11/13/24

BY: *[Signature]*
Type Name: Antonio H. VERDE
Title: Chief Financial Officer
Date: 11/13/24

* 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:

Signed by:

22D690CA05A940B...

Chief Assistant County Counsel

Signed by:

30922505678A4ED...

Administrative Analyst

Dated: 11/20/2024 | 11:42 AM PST

Dated: 11/21/2024 | 8:32 AM PST

County Counsel – Risk Manager:

DocuSigned by:

4E7E657875454AE...

Auditor-Controller ²:

Dated: _____

Dated: 11/20/2024 | 1:58 PM PST

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

Consultant shall provide as-needed professional hydrogeologic and technical services to support Agency Projects, with focus on the Castroville Seawater Intrusion Program. Other Agency tasks outside the Recycle Water Program may be included.

Services shall include but are not limited to:

- Groundwater well survey review and consultation
- Project and repair recommendations
- On-site technical support
- Well replacement project support
- Contractor advising and supervision
- Groundwater/ Aquifer investigations
- Any other supporting tasks necessary for project completion

EXHIBIT B
Fee Schedule/Rate sheet



2025 CALIFORNIA SCHEDULE OF FEES AND EXPENSES

PROFESSIONAL FEES*	Hourly Rate (\$)
Scientist 9	345
Scientist 8	320
Scientist 7	290
Scientist 6	265
Scientist 5	240
Scientist 4	215
Scientist 3	195
Scientist 2	165
Scientist 1	140
Health & Safety Director	245
Senior Programmer	270
Computer Programmer 2	233
Computer Programmer 1	195
Senior Water Policy Consultant	305
Water Policy Consultant 2	262
Water Policy Consultant 1	235
Drilling Specialist 2	185
Drilling Specialist 1	155
Hydrologic Technician 2	145
Hydrologic Technician 1	125
Hydrologic Assistant	100
GIS & Data Coordinator	210
GIS & Data Specialist 2	175
GIS & Data Specialist 1	145
Scientific Illustrator 2	125
Scientific Illustrator 1	110
Project Assistant	110
Contract Administrator	98
Technical Editor	95
Clerical	80
EXPENSES	
Airline travel, ZipCar, and auto rental	Cost, plus 10%
Lodging and subsistence	Cost, plus 10%
Copying, printing, long distance calls, shipping, field supplies	Cost, plus 10%
Subcontractor/subconsultant services	Cost, plus 10%
Laboratory services	Cost, plus 10%
Mobile field office	\$150/week
Use of private vehicles	Standard IRS Rate

Notes:

- Expert testimony charged at 1.5 times hourly rate. Includes testimony in a trial, hearing, or deposition, and time spent in testimony rehearsal sessions with counsel.
- *Scientist includes hydrogeologist, hydrologist, geologist, engineer, soil scientist, and chemist.

**Invoices are issued on a monthly basis and are due upon receipt for payment within 30 days.
If payment has not been received within 30 days,
interest will accrue at 1% per month for unpaid balance.**

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and TCB Industrial, Inc., a Corporation hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** 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:
Perform refurbishment of the Unit 2 generator and turbine for the Nacimiento Dam Hydroelectric power plant, provide as needed hydroelectric power plant repair services
 - (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 April 8, 2024, by CONTRACTOR and Agency, and will terminate on December 31, 2027, 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 One Hundred Thousand Dollars,
(\$100,000.00).

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 shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us and to the Contract Administrator Section 26.

(c) 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.

(d) 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.

(e) 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. Independent Contractor Compliance with Government Code Section 1097.6(c). CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. 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.
18. 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.
19. 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.

20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. Contract Administrators.

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

Scott Gomez

Agency’s designated administrator of this Agreement shall be:

Manuel Saavedra

28. 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: Manuel Saavedra	Name: Scott Gomez
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 2955 Farrar Ave., Modesto, CA 95354
Telephone: 831.755.4860	Telephone: 209.571.0569
Fax:	Fax:
E-Mail: saavedram@co.monterey.ca.us	E-Mail: sgomez@tcbindustrial.net

29. 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.

30. 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.

31. 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.

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

- Exhibit A - Scope of Work/ Work Schedule
- Exhibit B - Fee Schedule

33. 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 SERVICES**

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY: DocuSigned by:
Ara Azhderian
1E182FFB49A2435...

Ara Azhderian
General Manager

Date: 4/25/2024 | 8:47 AM PDT

CONTRACTOR:

BY: *[Handwritten Signature]*

Type Name: Beyan Martin

Title: Vice President

Date: 4-10-24

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:

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

DocuSigned by:
Trant Hill
30922505678A4ED...
Administrative Analyst

Dated: 4/19/2024 | 10:36 AM PDT

Dated: 4/24/2024 | 3:56 PM PDT

County Counsel – Risk Manager:

DocuSigned by:
Patricia Ruiz
E79EF64E67454F6...
Auditor-Controller ²:

Dated: _____

Dated: 4/19/2024 | 3:21 PM PDT

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

SCOPE OF WORK:

CONTRACTOR will provide the following description of work related to the refurbishment of the Unit 2 generator and turbine for the Nacimiento Dam Hydroelectric Power Plant, and as-needed hydroelectric power plant repair services in accordance with the Payment Provisions listed in Exhibit B:

PHASE 1: Removal and Disassembly of Generator and Turbine.

1. Mobilization.
2. Conduct site specific safety training and stage tooling in designated areas.
3. Sign onto applicable LOTO clearances.
4. Record as-found dimensions and provide data sheets for Agency for documentation and review.
5. Match mark components in preparation of disassembly.
6. Uncouple the generator from the turbine shaft and remove.
7. Load generator on truck and ship to Ideal Electric (subCONTRACTOR) for refurbishment.
8. Refurbishment of generator (by subCONTRACTOR): Complete dismantle, chemically clean stator and rotor, inspect, and repair electrical and mechanical components, including all shaft journals. Check rotor, windings, stabilization components to include wedges, field pole assemblies, perform Total Indicated Run Out. Install new bearings, secondary VPI treatment and baking. Provide final inspection report (will include as-found and repaired conditions), and test run prior to shipping to facility.
9. Rewind of Generator (OPTIONAL - Only if required).
10. Unbolt turbine assembly from the upstream intake pipe flange and base plate.
11. Pull turbine unit and trip to top deck.
12. Supply and install cover for exposed chase to tail race.
13. Rig turbine unit out of powerhouse and stage.
14. Load turbine and transport to Refurbishment Shop.

PHASE 2: Refurbishment and Installation of Generator and Turbine (To be completed after July 1, 2024).

15. Complete disassembly of turbine unit and assessment of internal components.
16. Record all found dimensions and clearances on turbine components.
17. Create data sheets for turbine components and provide to Agency for review.
18. Develop detailed refurbishment plans based off the as found conditions of the components.
19. Machine new turbine components and install.
20. Provide data sheets to Agency of as machined dimensions and As-Built drawings.
21. Blast and paint coat the exterior and accessible interior components of the turbine prior to returning to site.
22. Transport turbine back to site for reassembly.
23. Off load truck and rig into top deck of powerhouse.
24. Trip to the vertical position and install.
25. Connect upstream flange with new gaskets and hardware.
26. Deliver newly refurbished generator.
27. Offload generator and rig to top deck of powerhouse.
28. Rig generator and install on top of turbine.
29. Roto-Line will be performed prior to coupling and data will be submitted to Agency for review.
30. If generator needs to be shimmed or shifted, CONTRACTOR to re-dowel generator to turbine mounting flange.
31. Provide start-up support.
32. Site clean-up and demobilization.

Project ID:

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

SCOPE OF WORK:

Project Clarifications:

- Hydroelectric power plant consultant time is included for two shifts: One shift for disassembly and one shift for reassembly.
- CONTRACTOR will provide a 2-person crew for three (3) days to support the start-up activities on site.
- subCONTRACTOR (Ideal Electric) will provide three (3) days of on site installation assistance and oversight for commissioning of the unit after installation by CONTRACTOR, and will provide connections to the connection box.
- Machine shop work to repair all bushings/linkage/hardware is included in the price total for the scope of work, except materials for bushings or component purchasing.

WORK SCHEDULE:

- CONTRACTOR will begin and complete performance of services within the timeline provided by the Agency. In setting the timeline for performance, the Agency will first consult with and consider CONTRACTOR's feedback.

Project ID:

TCB Industrial, Inc₃₃₈

EXHIBIT B

PAYMENT PROVISIONS

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work as follows:

PHASE 1: Removal and Disassembly of Generator and Turbine.

CONTRACTOR will complete Phase 1 scope of work for a Fixed Price of Forty-Eight Thousand Three Hundred Twenty-Five Dollars (\$48,325.00). The proposed price includes all applicable state and federal taxes.

PHASE 2: Refurbishment and Installation of Generator and Turbine.

CONTRACTOR will complete the Phase 2 scope of work for a Fixed Price of Two Hundred Eighty-Two Thousand Nine Hundred Ninety-Seven Dollars (\$282,997.00). The proposed price includes all applicable state and federal taxes.

NOTE:

Work performed by CONTRACTOR outside the scope of work for Phase 1 and 2 shall be billed in accordance with the Time and Materials rates shown in Exhibit B.

Project ID:

TCB Industrial, Inc₃₃₉

EXHIBIT B**PAYMENT PROVISIONS**

CONTRACTOR shall be compensated for as-needed hydroelectric power plant repair services on a Time and Materials basis in accordance with the Fee Schedule shown below:

TCB Industrial, Inc. - Billing Rates

T&M Rates effective: 7/1/23 to 6/30/24

Classification	ST	OT	DT
Shop Support	\$158	\$208	\$259
Draftsman / Detailer	\$115	\$173	\$230
Project Manager	\$207	\$282	\$357
Millwrights: Journeyman	\$163	\$216	\$269
Millwrights: Foreman	\$173	\$231	\$289
Millwrights: Gen. Foreman	\$179	\$241	\$302
Millwrights: Superintendent	\$186	\$251	\$315
Carpenters: Journeyman	\$156	\$208	\$259
Carpenters: Foreman	\$167	\$223	\$279
Carpenters: General Foreman	\$189	\$257	\$324
Carpenters: Superintendent	\$216	\$297	\$378

Classification	ST	OT	DT
**Pipefitters: Journeyman	\$146	\$197	\$248
**Pipefitters: Foreman	\$168	\$231	\$294
**Pipefitters: General Foreman	\$178	\$246	\$314
Confined Space Rescue	\$132	\$176	\$220
Project Administrator	\$106	\$158	\$211

If job requires a 2nd shift each rate will increase by \$3 an hour.

If job requires a 3rd shift each rate will increase by \$3.25 an hour.

Truck \$130 per day. Fuel will be charged at a rate of .70 cents per mile. Due to fuel fluctuation surcharge may apply. Confined Space Rescue Equipment Trailer \$500 per day

PLEASE NOTE:

- *All labor and equipment are subject to availability at time required.
- *Quoted labor rates include hourly pay and fringe benefits as dictated by current union agreements.
- *Most rates are subject to re-negotiation and revision on or about 6/30.
- **Pipefitters are subject to renegotiation and revision on or about 6/30 and 12/31.
- *Sub-contractors, materials, and third party rentals shall be billed at cost plus 15%.

***Rate Conditions**

Normal workday and normal workweek are defined as eight (8) consecutive hours and five (5) consecutive normal workdays.

UA Pipe Fitters: Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and ten Monday through Friday and between hours one and ten Saturday. Double time premiums (2T) apply after hour Ten Monday through Friday, after hour Ten on Saturday and all day on Sunday and Holidays.

Other Crafts: Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and Twelve Monday through Friday and between hours one and Twelve Saturday. Double time premiums (2T) apply after hour Twelve Monday through Friday, after hour Twelve on Saturday and all day on Sunday and Holidays.

Demand rates apply to emergency services that require a response within 24 hours and are billed at 1.5 x Applicable Rate.

***Travel Time / Room and Board Living Expenses** - These charges may apply if the worksite is over 150 miles round trip at straight time each way from TCB Industrial's corporate office in Modesto, CA. Travel time shall be billed hourly at established labor rates. Room and board expenses shall be calculated by location.

***Minimum Charges** - Minimum show up time is 8 hours plus travel time depending on location.

Project ID:

TCB Industrial, Inc. ₃₄₀

**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 Kennedy/Jenks Consultants, Inc. a Professional Corporation, hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** 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:

Conduct Phase 1 of the proposed plan to execute a condition assessment of the CSIP Distribution System with emphasis on optimization, improvements and thorough preventative maintenance planning.
 - 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 11/1/2024 by CONTRACTOR and Agency, and will terminate on 7/1/2026, 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 Ninety-Nine Thousand Seven Hundred Dollars (\$ 99,700.00).

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 shall submit to Agency an invoice via email to WRAAccountsPayable@countyofmonterey.gov and to the Contract Administrator listed in Section 27.
- 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, to the extent 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 subcontractors, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractors showing each subcontractors 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, upon request, 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. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a contract for a preliminary phase of a project, with future phases to bid separately. This section does not apply to those situations when a contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. 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.
18. 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.
19. 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.
20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. Contract Administrators.

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

Agency’s designated administrator of this Agreement shall be:
Pete Vannerus

- 28. 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

Name: Pete Vannerus
Address: 1441 Schilling Pl., Salinas, CA 93901
Telephone: 831.755.4860
Fax: _____
E-Mail: VannerusP@countyofmonterey.gov

TO CONTRACTOR

Name: Gerald Fejarang, PE
Address: 2882 Prospect Park Drive, Suite 240 Rancho Cordova, CA 95670
Telephone: 916-858-2713
Fax: _____
E-Mail: GeraldFejarang@KennedyJenks.com

- 29. 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.
- 30. 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.
- 31. 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.
- 32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
 - Exhibit A - Scope of Work/ Work Schedule
 - Exhibit B - Fee Schedule
- 33. 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:**

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

Date: 11/14/2024 | 9:40 AM PST

CONTRACTOR:

BY: *Gerald Fejarang*

Type Name: Gerald Fejarang, PE
Title: Vice President

Date: 10/29/2024

BY: *Brandon Hale*

Type Name: Brandon Hale, PE
Title: Vice President

Date: 10/29/2024

* 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:

Signed by:
Kelly L. Donlon
5DA7ECB51BF8438...

Chief Assistant County Counsel

Signed by:
Trent Hill
30922505678A4ED...

Administrative Analyst

Dated: 11/13/2024 | 11:51 AM PST

Dated: 11/14/2024 | 8:16 AM PST

County Counsel – Risk Manager:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Auditor-Controller ²:

Dated: _____

Dated: 11/13/2024 | 2:48 PM PST

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



11 October 2024

Pete Vannerus
Associate Water Resources Engineer
Monterey County Water Resources Agency
1441 Schilling Place – North Building
Salinas, CA 93901

Subject: Castroville Seawater Intrusion Project Condition Assessment Planning
KJ B033870*34002

Dear Pete Vannerus:

Kennedy/Jenks Consultants, Inc. (KJ) is pleased to submit our proposed scope of work, schedule, and budget for Castroville Seawater Intrusion Project (CSIP) Condition Assessment Planning based on our recent discussions.

This letter summarizes our proposed scope of work, schedule, and level of effort for the CSIP Condition Assessment Plan. If you have any questions regarding our proposal, please contact Rachelle Thompson at (650) 852-2808 or Gerald Fejarang at (916) 858-2713. Thank you for considering us for this important project.

Very sincerely yours,

Kennedy Jenks Consultants

A handwritten signature in black ink, appearing to read 'Gerald Fejarang'.

Gerald Fejarang

Vice President

2350 Mission College Blvd., Suite 700 | Santa Clara, CA 95054

GeraldFejarang@kennedyjenks.com

[https://kjcnet.sharepoint.com/sites/wibumarketingstaff/proposals/monterey_county_water_resources_agency_ca/2024_castrovillecip_conditionassessment/proposal_working_files/mcwra_csip_cond_assessment_plan_proposal_\(oct_2024\).docx](https://kjcnet.sharepoint.com/sites/wibumarketingstaff/proposals/monterey_county_water_resources_agency_ca/2024_castrovillecip_conditionassessment/proposal_working_files/mcwra_csip_cond_assessment_plan_proposal_(oct_2024).docx)

Project Overview

Monterey County Water Resources Agency (MCWRA) owns and operates the Castroville Seawater Intrusion Project (CSIP) recycled water distribution facilities. The CSIP water distribution system supplies tertiary treated recycled water to approximately 12,000 acres of farmland for irrigation purposes. The water distribution system shown on Figure 1 is comprised of approximately 46 miles of pipelines and 113 metered turnouts. The CSIP system relies on three sources of water: tertiary treated recycled water from the Salinas Valley Reclamation Project (SVRP), supplemental groundwater wells, and treated Salinas River water from the Salinas River Diversion Facility (SRDF).

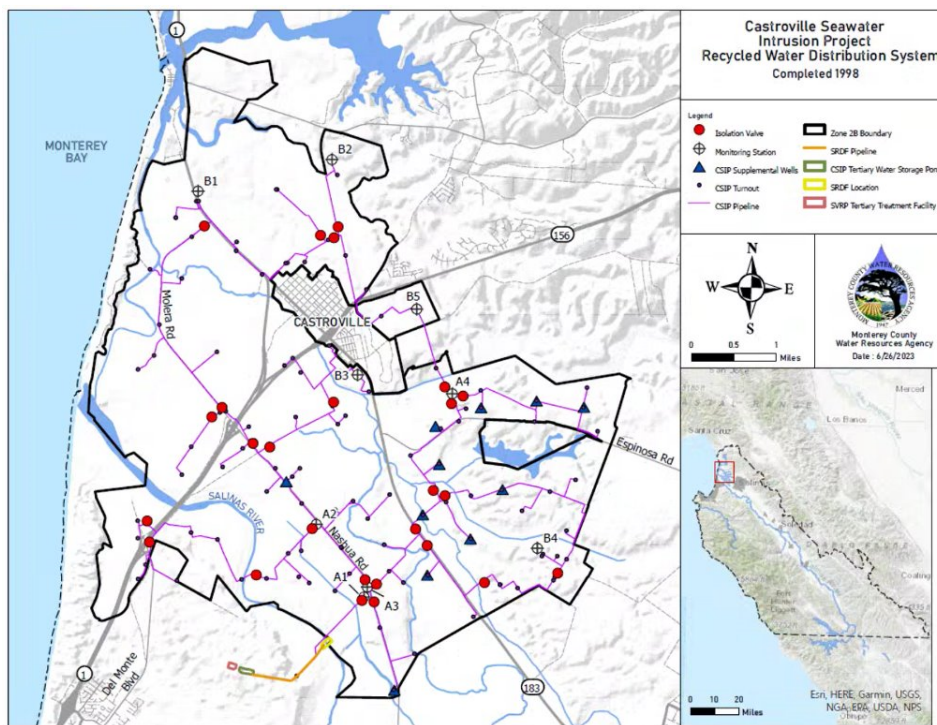


Figure 1. Castroville Seawater Intrusion Project Recycled Water Distribution System

The CSIP was completed in 1998, and the system infrastructure is aging, so MCWRA seeks to develop a strategy to optimize and renew the system. Conducting a comprehensive condition assessment of the entire system is currently cost-prohibitive, and so MCWRA seeks to conduct an initial vulnerability assessment to effectively plan future inspections and detailed risk analysis of critical infrastructure. Optimizing the operation of the CSIP and developing a renewal strategy to mitigate risk will enable MCWRA to reduce groundwater pumping from the local aquifer while still meeting customer demands. This proposal presents a scope of work for Phase 1 of the CSIP assessment, which includes data mining efforts, a business risk, and vulnerabilities assessment (BRVA), GIS integration, and development of an inspection plan. Phase 2 (not included in the presented scope of work) would include the condition assessments, remaining useful life and risk analyses, and development of mitigation plans. The flow of work from Phase 1 to Phase 2 is illustrated in Figure 2.

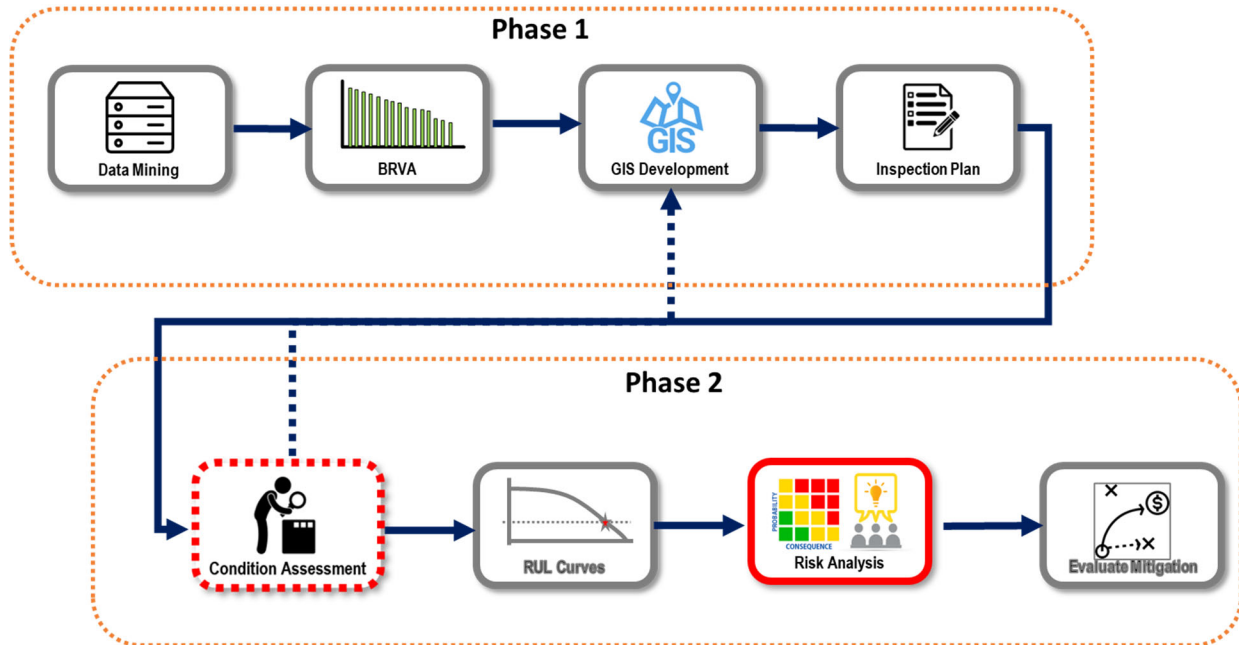


Figure 2. Phase 1 of Risk-Based Condition Assessment and Asset Management Process for CSIP

Scope of Work

Task 1 – Project Management, Meetings and QA/QC

1.1 Project Management

KJ's project manager will use KJ's internal tracking system to manage project files, track project budget, and prepare monthly invoices and status reports. This task includes project setup and closeout activities.

Deliverables:

- Monthly invoices and status reports (electronic format – PDF)

1.2 Meetings

KJ will attend 10 progress and coordination meetings with MCWRA staff to discuss any issues related to the project and update staff with project progress. KJ will also attend one kickoff meeting with MCWRA at the start of the project to review project schedule and objectives. KJ will prepare meeting notes and distribute them to MCWRA.

Assumptions:

- Project schedule is five (5) months long



Pete Vannerus
 Monterey County Water Resources Agency
 11 October 2024
 Page 4

- 10 progress meetings will be hosted via Microsoft Teams, will be 30 minutes in duration, and attended by up to two (2) KJ staff.
- Kickoff meeting will be hosted via Microsoft Teams, will be 1 hour in duration, and attended by up to two (2) KJ staff.

Deliverables:

- Meeting agendas and notes (electronic format – PDF)

1.3 Health and Safety Plan

KJ will prepare a Health and Safety Plan for work at MCWRA facilities as described in subsequent tasks.

1.4 Quality Assurance and Quality Control

This task includes implementation of quality assurance/quality control (QA/QC) procedures necessary to complete the tasks defined in this scope of work. KJ will also conduct an internal Concept and Criteria Review (C&CR) meeting toward the beginning of the project that involves a discussion of the project concepts by the project team members and senior members of our QA/QC staff.

Task 2 – Baseline Inventory and Data Collection

2.1 Data Collection and Review

KJ will collect information to understand the CSIP recycled water distribution facilities. This will include developing a data request list, prioritizing data needs, and tracking receipt of information. Data required includes, but is not limited to, as-built drawings (P&IDs, PFDs, civil layouts, mechanical layouts, and electrical one-line diagrams), CMMS exports (existing asset registry and maintenance history), system hydraulic profile, GIS files (geodatabase, shapefiles, or similar) of the recycled water distribution system, and other facility reports. KJ will develop a database repository as a method to collect, manage, and configure data so that we can migrate the information into MCWRA's existing GIS.

Assumptions:

- Data will be provided by MCWRA within two weeks of request.
- MCWRA will coordinate with Monterey One Water (M1W) if necessary to provide the requested data.
- KJ will be granted the appropriate access to GIS and other related business systems. This access is beneficial to prevent duplication of effort and manage data integrity and security.

Deliverables:



Pete Vannerus
 Monterey County Water Resources Agency
 11 October 2024
 Page 5

- Request for Information (RFI) and reference information tracking table, electronic format

2.2 Asset Identification, Asset Registry, and ESRI GIS Integration

The objective for this subtask is to identify assets that make up the water reuse system that include, but are not limited to, linear, fixed, rotating, electrical, instrumentation, and structural classes. All identified assets will be listed in a master asset registry. The asset registry will comprise of base asset attribute data associated with the asset type. This information is typically included on equipment nameplates attached to the equipment, equipment cutsheets, equipment specifications, and/or vendor installation operations and maintenance manuals. KJ will migrate the built-out asset registry into MCWRA's GIS database, for eventual migration into their CMMS (Lucity/CentralSquare)

KJ will prepare a technical memorandum (TM) that summarizes MCWRA's available data, major data gaps, status of the existing GIS data, and recommendations for database improvement. The TM will include an asset registry that will be used as the basis for the vulnerability assessment (Task 3).

Assumptions:

- MCWRA will provide one set of consolidated comments on the draft TM and asset registry within two weeks of submittal.
- KJ will not be responsible for the migration of data from GIS to CMMS, nor the long-term management of the GIS database.

Deliverables:

- Draft and Final Asset Identification TM

Task 3 – System Criticality and Vulnerability Assessment

3.1 Business Risk and Vulnerabilities Assessment (BRVA)

A Business Risk and Vulnerabilities Assessment (BRVA) will be conducted to quantify risk for each asset to prioritize future condition assessments. KJ will use the consequence of failure analysis methodology to conduct the BRVA. This will include two (2) 4-hour workshops with MCWRA's engineering, operations, and maintenance staff. Goals of the workshops include:

- Develop a risk matrix that aligns with MCWRA's mission statement and business goals and defines consequence of failure scoring criteria.
- Engage and interview the team by asking focused questions related to the consequence of failure and O&M business elements that support the function of each asset. Questions will address reasonable failure modes, failure effects, dominant failure mechanisms, system criticality, operational targets, operator response corrective actions, asset history, and ideas for improvements.



Kennedy Jenks

Pete Vannerus

Monterey County Water Resources Agency

11 October 2024

Page 6

The BRVA workshops will produce risk scores that represent the consequence of failure of each asset. The risk scores from the BRVA will be used to guide prioritization of assets for condition assessments.

Assumptions:

- Workshops will be conducted via Microsoft Teams over a total of eight (8) hours (two 4-hour sessions)
- Workshops will be attended by up to three (3) KJ staff.

3.2 BRVA Technical Memorandum

Findings from the workshop will be documented in a Microsoft Excel spreadsheet and summarized in a BRVA TM. The TM will describe the consequence of failure scoring criteria, summarize the high consequence of failure assets, and make recommendations for decreasing risk on an asset-by-asset basis, including a list of assets to be prioritized for inspection.

Assumptions:

- MCWRA will review the Draft BRVA TM and provide one consolidated set of comments within two weeks of submittal.

Deliverables:

- Draft and Final BRVA TM (electronic format – Word document or PDF).

Task 4 – Access Assessment and Inspection Planning

KJ will use the results of the BRVA to develop an inspection plan for assets, prioritized by risk criticality.

4.1 Field/Access Investigation

For high and moderately high critical assets (assets with high-risk scores), KJ will conduct an analysis to determine the inspection method and technology needed to determine the current condition of the asset. KJ will then conduct a field investigation to find and geolocate the assets included in the latest asset registry using the ESRI Survey123 application. While conducting field verification, KJ will also identify any access and maintainability constraints associated with the asset and determine available access points for the use of invasive or non-invasive inspection technologies. Findings from the field investigation will be exported from Survey123 and migrated into MCWRA's GIS database.

Assumptions:

- MCWRA will coordinate site access for up to three (3) KJ staff and accompany KJ staff during the field investigation.
- Field inspections will not require any entry into confined spaces or other hazardous areas.



Pete Vannerus
 Monterey County Water Resources Agency
 11 October 2024
 Page 7

- Field activities will take place up to two (2) days to field verify the location of high and moderately critical assets.
- Field investigations conducted during Phase 1 are for access planning purposes, not inspections to evaluate the condition of assets

4.2 Inspection Plan

KJ will use the asset registry, field inspection findings, and the updated GIS database to confirm the inspection method and technology that will be most effective to determining the condition rating of the asset. For linear assets, KJ will research and contact potential inspection contractors to determine availability, technology constraints, and budgetary costs to inspect assets. For fixed assets, structural, and vertical assets, KJ will use our expertise to determine the resources and efforts needed to conduct a field inspection. We will use this information to determine ways to safely isolate and shutdown the system to conduct a field inspection and develop an Inspection Plan for the CSIP facilities. The inspection plan will include:

- Recommended modifications to improve access for vehicles, technicians, and inspection technology, and associated American Association of Cost Engineers Class 5 Opinion of Probable Costs estimates.
- Recommended sequencing and scheduling of field inspections.
- Tactical level isolation and shutdown procedures with the level of detail to develop more detailed shutdown, lockout tagout (LOTO) and lock tag verify (LTV) procedures by the selected contractor.
- High-level, risk-based preventative maintenance strategies based on asset class and asset types. KJ will not develop PM job plans, LOTOs, LTVs, recommended spare parts analysis, operator routine duties, standard operating procedures, operator response corrective actions, layer of protection analysis, job hazard analysis, nor emergency response plans.

Assumptions:

- MCWRA will review the draft CSIP Inspection Plan and provide one set of consolidated comments within two weeks of submittal.
- Technical information will be stored in ESRI GIS database tables.
- All asset and inspection related information will be managed through ESRI GIS

Deliverables:

- Draft and Final CSIP Inspection Plan (electronic format – Word document or PDF)



Pete Vannerus
 Monterey County Water Resources Agency
 11 October 2024
 Page 8

Phase 2 (Future)

Phase 2 will include field inspections for condition assessment of high-priority assets, remaining useful life analysis for all assets, development of a detailed preventative maintenance plan, and development of a long-term renewal strategy for MCWRA facilities and assets (including strategic replacement, rehabilitation, and monitoring). Phase 2 activities are not included in the current scope of work.

Proposed Project Team

The following table shows the key KJ personnel that will execute the scope of work.

Name	Role
Gerald Fejarang, PE	Principal-in-Charge
Rachelle Thompson, PE	Project Manger
Karina Yap	Project Engineer
Josh Sales, RG	Data Management/GIS Advisor
Eric Synsteby, CRL	Technical Advisor
Matthew Mahoney, CRL	Lead Inspector

Estimated Schedule

A proposed schedule is provided below, to be updated at project kickoff:

Task	Approximate Duration	Estimated Completion Date
Task 1 – Project Management	5 months	March 30, 2025
Task 2 – Baseline Inventory and Data Collection	1 month	November 30, 2024
Task 3 – System Criticality and Vulnerability Assessment	2 months	January 31, 2025
Task 4 – Access Assessment and Inspection Plan	2 months	March 30, 2025

Compensation for Consulting Services

In accordance with the attached Schedule of Charges dated January 1, 2024, we propose a budget of \$99,916. A breakdown of our proposed project budget and line-item descriptions of the project deliverables is provided in Attachment A. KJ will manage work hours between tasks and employee classifications, and/or utilize other employee classifications listed in the attached rate sheet, provided that the project total fee is not exceeded without prior approval. A summary of the budgets by task is provided below:



Pete Vannerus
 Monterey County Water Resources Agency
 11 October 2024
 Page 9

Task	Description	Budget
Task 1	Project Management	\$12,272
Task 2	Baseline Inventory and Data Collection	\$20,818
Task 3	System Criticality and Vulnerability Assessment	\$27,591
Task 4	Access Assessment and Inspection Plan	\$39,019
Total		\$99,700

Standard Conditions

To assure a clear understanding of all matters related to our mutual responsibilities, the attached Standard Conditions dated 3 January 2024 are made part of this agreement. We have found these terms to be appropriate for use in agreements for provision of consultant services. Accordingly, if any conflicts exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions will prevail in the absence of our express written agreement. This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

EXHIBIT B
FEE SCHEDULE

Project ID:

Attachment A: Proposal Fee Estimate

CLIENT Name: Monterey County Water Resources Agency
 PROJECT Description: Castroville SIP Condition Assessment Planning
 Proposal/Job Number: B0033870*34002 Date: 10/3/2024

January 1, 2024 Rates	Eng-Sci-9 Gerald Fejarang	Eng-Sci-7 Josh Sales	Eng-Sci-6 Eric Synstebly	Eng-Sci-6 Matthew Mahoney	Eng-Sci-6 Rachelle Thompson	Eng-Sci-5 Jennifer Joern	Eng-Sci-4 Karina Yap	Health and Safety John Jindra	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech	Project Assistant	Admin. Assist.	Alde	Total	KJ Labor	KJ Escalation	KJ Assoc. Proj. Costs	Sub Contr. #1	Sub Contr. #2	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses												
Classification:																		Hours	Fees	0%	\$9.74	Fees	Fees	10%	Fees	10%																
Hourly Rate:	\$335	\$300	\$275	\$275	\$275	\$250	\$230	\$230	\$190	\$155	\$195	\$180	\$165	\$145	\$145	\$130	\$105																									
Task 1 - Project Management, Meetings, and QA/QC																																										
1.1 Project Management					8										8			16	\$3,360	\$0	\$156				\$0		\$0	\$3,516	\$0	\$0	\$3,516											
1.2 Meetings and Presentations					9		1								8			18	\$3,865	\$0	\$175				\$0		\$0	\$4,040	\$0	\$0	\$4,040											
1.3 Health and Safety Plan								3										3	\$690	\$0	\$29				\$0		\$0	\$719	\$0	\$0	\$719											
1.4 Quality Assurance and Quality Control	8	4																12	\$3,880	\$0	\$117				\$0		\$0	\$3,997	\$0	\$0	\$3,997											
Task 1 - Subtotal	8	4	0	0	17	0	1	3	0	0	0	0	0	0	16	0	0	49	\$11,795	\$0	\$477	\$0	\$0	\$0	\$0	\$0	\$12,272	\$0	\$0	\$12,272												
Task 2 - Baseline Inventory and Data Collection																																										
2.1 Data Collection and Review			4			24	4		8									40	\$9,540	\$0	\$390				\$0		\$0	\$9,930	\$0	\$0	\$9,930											
2.2 Asset Identification, Asset Registry, and ESRI GIS Integration			4			24	8		8									44	\$10,460	\$0	\$429				\$0		\$0	\$10,889	\$0	\$0	\$10,889											
Task 2 - Subtotal	0	0	8	0	0	48	12	0	16	0	0	0	0	0	0	0	0	84	\$20,000	\$0	\$818	\$0	\$0	\$0	\$0	\$0	\$20,818	\$0	\$0	\$20,818												
Task 3 - System Criticality and Vulnerability Assessment																																										
3.1 BRVA Workshop			8		8		16								4			36	\$8,660	\$0	\$351				\$0		\$0	\$9,011	\$0	\$0	\$9,011											
3.2 BRVA Technical Memorandum	8	8			8	4	16		32									76	\$17,840	\$0	\$740				\$0		\$0	\$18,580	\$0	\$0	\$18,580											
Task 3 - Subtotal	8	0	16	0	16	4	32	0	32	0	0	0	0	0	4	0	0	112	\$26,500	\$0	\$1,091	\$0	\$0	\$0	\$0	\$0	\$27,591	\$0	\$0	\$27,591												
Task 4 - Access Assessment and Inspection Planning																																										
4.1 Field/Access Investigation			4	24		16	16		24									84	\$19,940	\$0	\$818				\$0	\$1,000	\$100	\$20,758	\$0	\$1,100	\$21,858											
4.2 Inspection Plan			8	8	4	8	14		24						8			74	\$16,440	\$0	\$721				\$0		\$0	\$17,161	\$0	\$0	\$17,161											
Task 4 - Subtotal	0	0	12	32	4	24	30	0	48	0	0	0	0	0	8	0	0	158	\$36,380	\$0	\$1,539	\$0	\$0	\$0	\$1,000	\$100	\$37,919	\$0	\$1,100	\$39,019												
All Tasks Total	16	4	36	32	37	76	75	3	96	0	0	0	0	0	28	0	0	403	\$94,675	\$0	\$3,925	\$0	\$0	\$0	\$1,000	\$100	\$98,600	\$0	\$1,100	\$99,700												



Client/Address: Monterey County Water Resources Agency
 1441 Schilling Place – North Building
 Salinas, CA 93901

Contract/Proposal Date: ContractProposalDate

Schedule of Charges

January 1, 2024

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$155
Engineer-Scientist-Specialist 2	\$190
Engineer-Scientist-Specialist 3	\$210
Engineer-Scientist-Specialist 4	\$230
Engineer-Scientist-Specialist 5	\$250
Engineer-Scientist-Specialist 6	\$275
Engineer-Scientist-Specialist 7	\$300
Engineer-Scientist-Specialist 8	\$320
Engineer-Scientist-Specialist 9	\$335
Senior CAD-Designer	\$195
CAD-Designer	\$180
Senior CAD-Technician	\$165
CAD-Technician	\$145
Project Assistant	\$145
Administrative Assistant	\$130
Aide.....	\$105

In addition to the above Hourly Rates, an Associated Project Cost charge of \$9.74 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT NUMBER 4600013799
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
AMENDMENT 4**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Monterey County Water Resources Agency a public agency. in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by June 30, 2027 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after September 30, 2027.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,462,861.
- 4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) BASIC CONDITIONS.
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.

- B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program Guidelines (2019 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Monthly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Monthly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.
 - iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project

construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 26, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee’s or LPS’ organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, “Basic Conditions” are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a “wet signature” for costs incurred, including Local Cost Share, and timely Monthly Progress Reports as required by Paragraph 14, “Submission of Reports.” Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Monthly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
 - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
- i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.

3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
 - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
 - D. Failure to deposit funds in a non-interest-bearing account.
 - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
 - F. Inappropriate use of funds, as deemed by DWR.
 - G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default

Provisions,” the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee’s refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, “Default Provisions.” If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee’s obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit monthly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, “Continuing Eligibility.”

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State’s website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
 - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
 - E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
 - F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State’s Project Manager and shall be submitted via the DWR “Grant Review and Tracking System” (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, “Report Formats and Requirements.” The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Monthly Progress Reports: The Grantee shall submit monthly Progress Reports to meet the State’s requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State’s Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee’s activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar month.
 - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, “Advanced Payment.”
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”
- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:
- | | |
|--|---|
| Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov | Monterey County Water Resources Agency

Ara Azhderian
General Manager
1441 Schilling Place
Salinas, CA 93901
(831) 755-4864
Email: AzhderianA@countyofmonterey.gov |
|--|---|

Direct all inquiries to the Project Manager:

Department of Water Resources

Angela Murvine
Engineering Geologist
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9996
Email: Angela.Murvine@water.ca.gov

Monterey County Water Resources Agency

Amy Woodrow
Senior Water Resources Hydrologist
1441 Schilling Place
Salinas, CA 93901
Phone: (831) 204-6218
Email: WoodrowA@countyofmonterey.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Manager,
Division of Regional Assistance

7/18/2025
Date _____

MONTEREY COUNTY WATER
RESOURCES AGENCY



Ara Azhderian
General Manager

7/18/2025
Date _____

EXHIBIT A
WORK PLAN**PROPOSITION 1 ROUND 1 GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT****Grant Administration****IMPLEMENTING AGENCY:** Monterey County Water Resources Agency**DESCRIPTION:** The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.**Budget Category (a): Project Administration**Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Monthly or quarterly invoices, as needed, and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Progress Reports
- Grant Completion Report

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project**IMPLEMENTING AGENCY:** Castroville Community Services District (District)

PROJECT DESCRIPTION: The purpose of the Emergency Deep Aquifer Supply and Storage Tank Project is to provide a safe and reliable water supply for Castroville. The project includes the planning, design and construction of three components: Deep Aquifer Well (1,400 feet), Arsenic Treatment System, and a Storage Tank (640,000 gallons). The District will construct a potable water storage tank at the Well No. 4 site to provide approximately 640,000 gallons of additional storage and operational redundancy. The existing water supply is being degraded by saltwater intrusion and has exceeded safe drinking water standards for Chloride. In 2018, detection reached up to 733 milligrams per liter (mg/L), well above the recommended maximum contaminant limit of 250 mg/L. The project will provide approximately 300 acre-feet per year (AFY) of clean drinking water to the community of Castroville and increase water reliability.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – The District will fund land acquisition from existing reserves set aside for the implementation of this water supply project.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process. The preliminary studies and work required to support project design and CEQA/permitting include a Hydrogeologic Evaluation, Topographic and Boundary Survey, and Geotechnical Investigation.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

An amendment to the State Water Resources Control Board Domestic Water Supply Permit is anticipated.

Deliverables:

- Permits as required

Task 7: Design

The Design Engineer will prepare contract documents for the 30% Design submittal. Plans will be sufficiently detailed to adequately describe the project scope and provide a basis for the District's review. The 30% Design documents will be used by the Design-Build Contractor identified in construction.

Deliverables:

- 30% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. The contract will be a design-build contract for this project. The Design-Build Contractor will utilize the 30% Design Documents identified in Design to prepare Design Development Documents.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed
- 100% Design Plans and Specifications

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

11(a): Mobilization and Demobilization: This will include preparatory work that is performed prior to starting work on various bid items of the project (e.g., security fencing, mobilizing equipment to the site, staging construction equipment and supplies, etc.) and after completion of various bid items of the project (e.g., removing equipment and restoring the site to pre-construction conditions).

11(b): Site preparation: Site preparation will include removing existing materials and vegetation and establishing site security prior to the start of construction.

11(c): Construction: Includes site improvements, install an approximately 640,000-gallon storage tank, install a new groundwater well, arsenic treatment system, connection to the existing water system and associated civil, mechanical, and electrical items necessary to operate the new system.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley**IMPLEMENTING AGENCY:** Monterey County Water Resources Agency

PROJECT DESCRIPTION: The purpose of this project is to develop decision support tools that will enable the Grantee to improve reservoir operations and better plan for future conditions, particularly considering anticipated impacts of climate change. Through a qualitative, quantitative, and policy analysis of streamflow and reservoir operations, this project will identify how reservoir operations at Nacimiento and San Antonio reservoirs, river diversions along the Salinas River, and groundwater extractions in the Salinas Valley impact instream flows in the Salinas River. The analysis will then be used to develop a water management plan that considers all the necessary uses for this water. The intended outcome is the development of re-operation protocols.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

A Notice of Exemption was completed for this project in December of 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting – Not applicable

Task 7: Project Monitoring Plan – Not applicable

Budget Category (d): Construction/Implementation

Task 8: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract.

Deliverables:

- Bid Documents, if necessary
- Proof of Advertisement, if necessary
- Award of Contract, if necessary

Task 9: Setting Description

This task will provide a description of the geologic setting of the Salinas Valley relevant to both geomorphic and hydrologic conditions impacting instream flows within the project area and will include a review of previous studies and relevant current projects and investigations. A qualitative analysis will be supplemented using a recently developed integrated hydrogeologic model (Salinas Valley Integrated Hydrologic Model, USGS 2018) to provide a detailed description of reach-by-reach water budgets of surface water flow regimes throughout historical hydrologic periods.

This task will re-evaluate steelhead passage flow criteria within the study area. Current river conditions will be assessed to identify areas of critical passage needs and evaluated to identify the flow necessary to provide for passage of adult and juvenile steelhead during the migration season(s). It is anticipated that drone technology using 3D mapping will be utilized to identify the critical passage areas with field verification as necessary. The final methodology will be determined with the consultant identified to assist with the project.

Both historical and current groundwater extractions within the study area will be evaluated utilizing the hydrogeologic model to quantify the impacts of these operations on instream flows. The hydrologic components of a flow management plan necessary to ensure the maintenance of surface water flows to support uses of the water (e.g., environmental, agricultural, groundwater, etc.) will be developed.

Deliverables:

- Technical Memorandum

Task 10: Public Outreach

The primary goal of this task is to have stakeholder engagement and participation that creates widespread support for the goals and content of the re-operation protocols. The program includes a series of conversations with different focal points and levels of information that culminate in a plan that is accepted and understood among a diverse range of Salinas River System stakeholders. A Stakeholder Planning Group will be organized and stakeholders representing all of the major interests in the Salinas River System will have the opportunity to be represented on this body. Meetings will be open to the public to promote transparency. The purpose of this group is to create a highly informed group of stakeholders who can engage in joint fact-finding processes (framing key questions and developing a high level of understanding of the planning

process opportunities and technical approaches) and advance the planning process in the larger communities among stakeholders.

Deliverables:

- Meeting agendas and minutes

PROJECT 3: Salinas River Flood and Habitat Improvement Program**IMPLEMENTING AGENCY:** Resource Conservation District of Monterey County

PROJECT DESCRIPTION: The goal of the Salinas River Flood and Habitat Improvement Program (program) is to provide 5 to 7-year recurrence level flood risk reduction for the Salinas River and three tributaries and to control *Arundo donax* and tamarisk in the Salinas River. The Salinas River Flood and Habitat Improvement Program is comprised of two activities: vegetation and sediment management for flood risk improvement, and invasive species eradication for habitat improvement. The primary benefit for this project is flood protection for approximately 1,000 acres of farmland. The secondary benefit is the improvement of approximately 12,000 acres of riparian habitat.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

A Notice of Determination for an Environmental Impact Report was filed with the Office of Planning and Research in June of 2014. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

All permits have been secured for the project.

Deliverables:

- Permits as required

Task 7: Design – Not applicableTask 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents, as applicable
- Proof of Advertisement, as applicable
- Award of Contract, as applicable
- Notice to Proceed, as applicable

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A construction observer will be on site each day of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Construction activities are outlined below.

11 (a): Site preparation will include flagging, assessment of current conditions including vegetation type and location, biological resource assessment and best management practices.

11 (b): The flood management work is conducted in approximately 127 secondary channels located along 92 miles of the Salinas River. For habitat stewardship and additional flood risk reduction, the program also seeks to control *Arundo donax* and woody nonnatives such as tamarisk in the Salinas River system and allow native shrubs, forbs and grasses to return in the riparian corridor. Construction activities will include

vegetation removal with rotary or flail mower, disking and grading, sediment removal and storage outside of the channel, herbicide spraying from a spray rig or backpack sprayers from licensed applicators. Applicators conduct all herbicide treatment according to California regulations and reporting including the filing of herbicide application reports with the Monterey County Agriculture Commissioner and documentation for reporting to the Regional Water Quality Control Board.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program**IMPLEMENTING AGENCY:** Resource Conservation District of Monterey County**PROJECT DESCRIPTION:** This project will provide decision and implementation support to guide Monterey County farmers' management changes and conservation projects to better manage soil, water, and nutrients to improve local water quality and streamline production inputs. The project will expand the bilingual farm water quality support services to meet increasing demand associated with the Central Coast Regional Board's anticipated Agricultural Order renewal. The project will include regional grower education, 75 individual on-farm consultations, over 25 detailed irrigation and nutrient management assessments with recommendations, and corresponding implementation assistance and effectiveness tracking at a subset of approximately 12 farm sites.**Budget Category (a): Project Administration**Task 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Paragraph D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Expected to acquire grading permit from the Monterey County Housing and Community Development within 6 months of grant execution.

Deliverables:

- Permits as required

Task 7: Design

Provide technical assistance and design for implementation of water, nutrient, and soil on-field conservation management practices and engineered water management projects as identified through farm resource/site assessment process.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications with Personally Identifying Information redacted (to comply with USDA terms of match funding)
- Tracking sheet of on-farm implementation sites and management changes
- Tabulated list of engineered project designs with scale, project type, acreages impacted, farm type/size, and intended benefit

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 (guidance provided in Exhibit L) for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents, as applicable
- Proof of Advertisement, as applicable
- Award of Contract, as applicable
- Notice to Proceed, as applicable

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will conduct regular site visits for the duration of engineered projects. Construction observer duties include documenting of pre-construction conditions, addressing questions of contractors on site, reviewing/ updating project schedule, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings, as applicable

Task 11: Construction

Typical construction activities are described below.

Typical construction activities include the farmer clearing the project area of any equipment followed by the farmer or contractor clearing and grubbing vegetation if necessary. The contractor and/or farmer typically installs additional protections such as silt fences and straw wattles or hay bales to contain sediment within the farmer's property. The farmer or contractor may erect security fencing in or adjacent to the project area as a staging area to keep equipment and materials safe. The materials (pipes, catch basins, etc.) are typically ordered and delivered to the site while the workers layout the improvements. The engineer may be called to set control points, set elevations, or provide staking. The contractor installs the improvements per NRCS specifications, and the engineer will conduct regular site visits to answer questions and inspect trenching, excavation, fill compaction, dimensions and elevations. Once the installation is complete, the engineer will do a final inspection and will survey the installed components to measure lengths and elevations to create record drawings. The farmer typically completes the temporary erosion control such as seeding and/or mulching.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use**IMPLEMENTING AGENCY:** Central Coast Wetlands Group (CCWG), City of Salinas**PROJECT DESCRIPTION:** This project is a series of improvements to the City of Salinas's Industrial Wastewater Treatment Facility (IWTF), with the goal of increasing the functionality of this facility for multiple water resource and environmental benefits. The project updates three components of the facility: 1) separating source water types entering the facility to enhance the efficiency of treatment; 2) removing nitrate and phosphates from water leaving the facility before it reaches the Monterey One Water (M1W) Regional Treatment Plant (RTP); and 3) improving flood protection for the power infrastructure to run the facility.

The project consists of:

1. Assess and Rehabilitate a 33-inch Pipeline: M1W will conduct a condition assessment and subsequent rehabilitation of an abandoned-in-place 33-inch pipeline. The 33-inch pipeline provides an opportunity to utilize existing infrastructure to achieve a reduction in energy consumption by an estimated 10% and the capture of up to 300 AFY more storm water during peak storm events.
2. Treatment Wetland Pilot Study: The Central Coast Wetlands Group (CCWG) will construct an initial water treatment system at the IWTF consisting of a treatment wetland chamber in series with several pilot phosphate removal chambers, and will assess its functionality to determine the most cost-effective phosphate removal process.
3. Electrical Components Flood Protection: City of Salinas will make improvements to select IWTF electrical components associated with the influent pump station, enhancing its flood and climate resilience by installing the components at the engineer recommended location above the 100-year floodplain.

These improvements will result in an additional 200-300 acre-feet per year (AFY) of storm water captured for groundwater recharge or reuse. The secondary benefit is the downstream flood reduction during storms, estimated to be approximately 2 MGD (millions of gallons per day) reduction for a 10-year storm event.

Budget Category (a): Project Administration**Task 1: Project Management**

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports

- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Paragraph D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Feasibility studies for the Electrical Components Flood Protection component of this project have been completed. Other feasibility studies will be conducted as follows:

(a) RTP Treatment Methods: A feasibility and cost-benefit study will be conducted to assess alternative treatment methods at the RTP, including incremental costs for recycling industrial wastewater. Budget Attachment 1 contains a scope of work and budget for consultant services for support of the feasibility study, including assessing alternative treatment methods at the RTP.

(b) Wetland Treatment System: CCWG will conduct a feasibility study to investigate the site-specific viability of phosphate reduction. This study will involve testing multiple media types using nutrient-rich source water run through several containers at the Moss Landing Marine Laboratories Aquaculture facility. Nutrient levels will be measured at the input and outlet of each container to test the efficacy of each media type. CCWG will then compare nutrient removal rates with media costs and disposal requirements to select the optimal nutrient removal media to deploy at the IWTF.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Determination for the Environmental Impact Report was filed in April of 2021 with the State Clearing House for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Expected to acquire county encroachment and grading permits, in September 2021.

Deliverables:

- Permits as required

Task 7: Design

The project team will complete designs for each project component, as described below. The designs will describe the overall project concept for use in development of final design plans, and specifications including preliminary earthwork calculations, preliminary design details including piping, electrical, mechanical and/or housing design details and design-build performance criteria.

(a) Pipeline Assessment and Repair: Condition assessment of the pipeline will be done using MSI Inspections CCTV/3D Laser/Lidar inspection with defect coding and internal visual inspection with measurements (after appropriate excavations and shoring have been conducted). Utilize data from the

assessment to create the scope of work, design and final plans for repair or replacement. M1W staff to manage a consultant to provide the engineering design services for the condition assessment and rehabilitation design (see Budget Attachment 3).

(b) Wetland Treatment System: CCWG will prepare 100% design for the wetland treatment system.

(c) Electrical Components Flood Protection: The electrical components flood protection component of the project will require additional design work in order to develop 100% construction bid and design documents. The City of Salinas will leverage as much as possible the most recent design efforts which were part of the Phase 1B Salinas Dry Weather Diversion Project (see Budget Attachment 2).

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 (guidance provided in Exhibit L) for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: This will include setting up construction equipment at the various locations and lay down of necessary materials.

11(b): Site preparation will include Site preparation will include excavation, grading, shoring, storm water and erosion best management measures, and traffic control, as applicable.

11(c): Install, construct, excavate: Construction activities will include installation of the treatment wetland improvements, pipeline assessment and repair, and constructing a new concrete pad and installing new electrical components for climate change. Construction and implementation activities specific to each project component will consist of the following:

(a) Pipeline Repair: The pipeline starts at the City's storm water diversion structure #2, cuts southwesterly across many acres of prime farmland, across Hitchcock and Davis Roads, and terminates (plugged with concrete) immediately north of the IWTF influent pump station. Task 7 would include repair of parts of the pipeline found to have significant defects that may prevent reliable use of the pipeline to convey storm water. Repair of the pipeline segments on agricultural land will occur in the winter to avoid any growing season activities. Repairing sections of the pipeline within City-owned land and at the IWTF can occur in any season. The work may include re-stabilizing and reinforcing joints, repairing any holes, cracks or other pipeline flaws. At the influent pump station, a pipeline may be installed to bypass the influent pump station and connect to existing ponds. The final scope of repairs will depend upon budget available.

(b) Wetland Treatment System (see Figure 3): Water from the IWTF will be directed into adjacent abandon infiltration basins for treatment. Piping modifications will be made to direct water from the source water through each of the treatment basins. Soil amendments, plants, and flow regulation infrastructure will be installed within the treatment wetland basin to achieve linear flow and extend residence time for initial nutrient removal. Piping will be installed to allow water to through selected media prior to exiting the treatment systems. Water will then return to an ITWF pond during the pilot study.

(c) Electrical Components Flood Protection: Construction activities to relocate the electrical components above the 100-year floodplain will include evaluation and locating all equipment and connections, stub in of all necessary conduit, construction of new concrete equipment pad, tie in of all electrical connections, demolition of existing components, start up and testing of new instrumentation, controllers and related equipment

Deliverables:

- Photographic Documentation of Progress

BUDGET

PROPOSITION 1 ROUND GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT

AGREEMENT BUDGET SUMMARY

	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
Grant Administration	\$346,284	N/A	\$0	\$346,284	N/A
PROJECTS					
1 Emergency Deep Aquifer Supply and Storage Tank Project	\$395,000	\$25,000	\$7,712,000	\$8,132,000	0.3%
2 Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley	\$750,000	\$910,000	\$160,000	\$1,820,000	56%
3 Salinas River Flood and Habitat Improvement Program	\$526,525	\$679,856	\$0	\$1,206,381	50%
4 Monterey County Farm Nutrient Management and Water Quality Assistance Program	\$315,169	\$0	\$315,301	\$630,470	0%
5 Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use	\$1,129,883	\$1,277,852	\$0	\$2,407,735	53%
GRAND TOTAL	\$3,462,861	\$2,892,708	\$8,187,301	\$14,542,870	-

Grant Administration

Implementing Agency: Monterey County Water Resources Agency

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a Project Administration	\$346,284	N/A	\$0	\$346,284
TOTAL COSTS	\$346,284	N/A	\$0	\$346,284

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project

Implementing Agency: Castroville Community Services District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$0	\$25,000	\$0	\$25,000
b Land Purchase / Easement	\$0	\$0	\$100,000	\$100,000
c Planning / Design / Engineering / Environmental Documentation	\$270,000	\$0	\$125,000	\$395,000
d Construction / Implementation	\$125,000	\$0	\$7,487,000	\$7,612,000
TOTAL COSTS	\$395,000	\$25,000	\$7,712,000	\$8,132,000

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Grantee received a 100% cost share waiver. However, to meet the proposal cost share requirements, Castroville Community Services District (District) will fund 100% of project administration, the District will fund land acquisition from existing reserves set aside for the implementation of this water supply project.

**Other Cost Share: Fund for part of the design costs will be coming from State Water Resources Control Board’s Small Community Funding grant or loan.

PROJECT 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

Implementing Agency: Monterey County Water Resources Agency

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$60,000	\$0	\$60,000
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$15,000	\$0	\$0	\$15,000
d Construction / Implementation	\$735,000	\$850,000	\$160,000	\$1,745,000
TOTAL COSTS	\$750,000	\$910,000	\$160,000	\$1,820,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: In Kind services provided by United States Geological Service.

PROJECT 3: Salinas River Flood Protection and Habitat Improvement Program

Implementing Agency: Resource Conservation District of Monterey County

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$10,000	\$0	\$10,000
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$77,648	\$402,925	\$0	\$559,324
d Construction / Implementation	\$448,877	\$266,931	\$0	\$637,057
TOTAL COSTS	\$526,525	\$679,856	\$0	\$1,206,381

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: All cost share is from non-State sources and includes landowner payments from River Management Unit members and in-kind services from landowners.

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

IMPLEMENTING AGENCY: Resource Conservation District of Monterey County

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
a Project Administration	\$0	\$0	\$28,500	\$28,500
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$287,698	\$0	\$136,801	\$430,970
d Construction / Implementation	\$27,471 \$21,000	\$0	\$150,000	\$171,000
TOTAL COSTS	\$315,169	\$0	\$315,301	\$630,470

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost Share: Grantee received a 100% cost share waiver. At least 50% other cost share will be provided through existing, long-term agreements with the Monterey County Agricultural Commissioner and USDA Natural Resources Conservation Service (NRCS) for bilingual farmer technical assistance, and through USDA NRCS Environmental Quality Incentives Program (EQIP) for project design and implementation.

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

IMPLEMENTING AGENCY: City of Salinas

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$7,300	\$0	\$7,300
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$184,902	\$150,544	\$0	\$335,446
d Construction / Implementation	\$944,981	\$1,120,008	\$0	\$2,064,989
TOTAL COSTS	\$1,129,883	\$1,277,852	\$0	\$2,407,735

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: City of Salinas is providing \$955,552, Monterey One Water is providing \$315,000 match via the SRF loan spent in 2017 - 2019 on the Advanced Water Purification Facility for the Pure Water Monterey Project for which this project is a component, and is providing \$7,300 for project administration.

**EXHIBIT C
SCHEDULE**

PROPOSITION 1 ROUND 1 GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT

Grant Administration

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/07/2020	06/30/2027

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	09/01/2020	6/30/2027
b Land Purchase / Easement	06/01/2019	08/31/2022
c Planning / Design / Engineering / Environmental Documentation	09/01/2020	12/31/2023
d Construction / Implementation	08/31/2021*	03/31/2027

*Planning and Construction schedules overlap because acquisition of contractors through the bid process will be completed during the planning phase to ensure construction can begin directly behind finalizing planning efforts.

PROJECT 2: Re-Operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	09/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	12/31/2023
d Construction / Implementation	01/01/2015*	06/30/2025

*The timeframe for this task allows the collection and processing of two additional years of groundwater extraction data to be included into the report.

PROJECT 3: Salinas River Flood Protection and Habitat Stewardship Program

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	04/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	01/31/2025
d Construction / Implementation	08/01/2021*	01/31/2025

*Treatment of *Arundo donax* and tamarisk will take place in June through October 2021 and will include documentation of work areas through GIS mapping, photo documentation, and herbicide spray records. Implementation from one year can overlap with Planning for subsequent years.

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	9/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	01/31/2025
d Construction / Implementation	10/01/2021*	07/31/2025

*This project includes many smaller projects and Planning phases can be ongoing while Construction phases for other projects are already underway.

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

BUDGET CATEGORY	Start Date	End Date
a Project Administration	09/01/2021	06/30/2027
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	06/01/2017	01/31/2025
d Construction / Implementation	07/01/2017*	03/31/2027

*Portions of the project are ongoing, and implementation overlaps with other planning phases.

EXHIBIT D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.

- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. **GOVERNING LAW:** This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State.

Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing

accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, “Default Provisions,” the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, “Default Provisions.”
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days’ advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION No. 19-002

**Authorize and direct the General Manager to apply for grant)
funding from the California Department of Water Resources)
for a Round 1 Integrated Regional Water Management)
Implementation Grant pursuant to the Water Quality, Supply,)
and Infrastructure Improvement Act of 2014 (Water Code)
§ 79700 *et seq.*), and to enter into an agreement to receive a)
grant titled “Managing Water Resources for Multiple Benefits)
in the Greater Monterey County Region”)**

WHEREAS, the Monterey County Water Resources Agency proposes to submit an application to the Department of Water Resources on behalf of the Greater Monterey County Integrated Regional Management Region; and

WHEREAS, the Monterey County Water Resources Agency intends to apply for grant funding from the California Department of Water Resources for the project costs;

NOW THEREFORE, BE IT RESOLVED, that the Monterey County Water Resources Agency hereby

a. Directs this Agency, pursuant and subject to all of the terms and provisions of the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1), to apply to the California Department of Water Resources to obtain a grant titled “Managing Water Resources for Multiple Benefits in the Greater Monterey County Region”

b. Authorizes and directs the General Manager, or designee, to prepare the necessary data, make investigations, sign, and file such proposal, and subject to review and approval by County Counsel, execute a grant agreement with California Department of Water Resources

c. Authorizes the General Manager, or designee, subject to review and approval by County Counsel to execute up to three (3) amendments to the Grant Agreement that do not materially alter the terms of the Grant Agreement.

d. Authorizes the General Manager, or designee, subject to review and approval by County Counsel to enter into sub-grantee agreements with the other project proponents.

This Resolution shall take effect upon approval by the Monterey County Water Resources Agency Board of Directors.

PASSED AND ADOPTED this 21th day of October 2019, at a regular meeting of the Monterey County Water Resources Agency Board of Directors by the following vote:

AYES: Directors Gonzalez, Baillie, Sullivan, Ekelund, Ortiz, Scattini, LeBarre, Smith and Simis

NOES: None

ABSENT: None



BY: _____
Mark Gonzalez, Chair
Board of Directors



ATTEST: _____
Brent Buche
General Manager

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
P: (831) 755-4860
F: (831) 424-7935
BRENT BUCHE
GENERAL MANAGER



STREET ADDRESS
1441 SCHILLING PLACE, NORTH BUILDING
SALINAS, CA 93901

July 14, 2020

Monia Holleman
Environmental Scientist
California Department of Water Resources
Division of Regional Assistance
Financial Assistance Branch
901 P Street
Sacramento CA 95814

RE: Authorization of the DocuSign use for all official transactions related to Proposition 1 Round 1 Implementation Grant

To Whom It May Concern:

By signing this letter, Monterey County Water Resources Agency does hereby agree to the following option regarding the use of DocuSign for all official transactions related to the Proposition 1 Round 1 Implementation Grant award including Agreement execution, Amendments, Invoices and various other documents.

Please check one:

- We do consent to the use of DocuSign for all transactions by both us and DWR
- We do not consent to the use of DocuSign by us. However, we do consent to the use of DocuSign by DWR
- We do not consent to the use of DocuSign by either us or DWR

Regards,

Brent Buche
General Manager

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

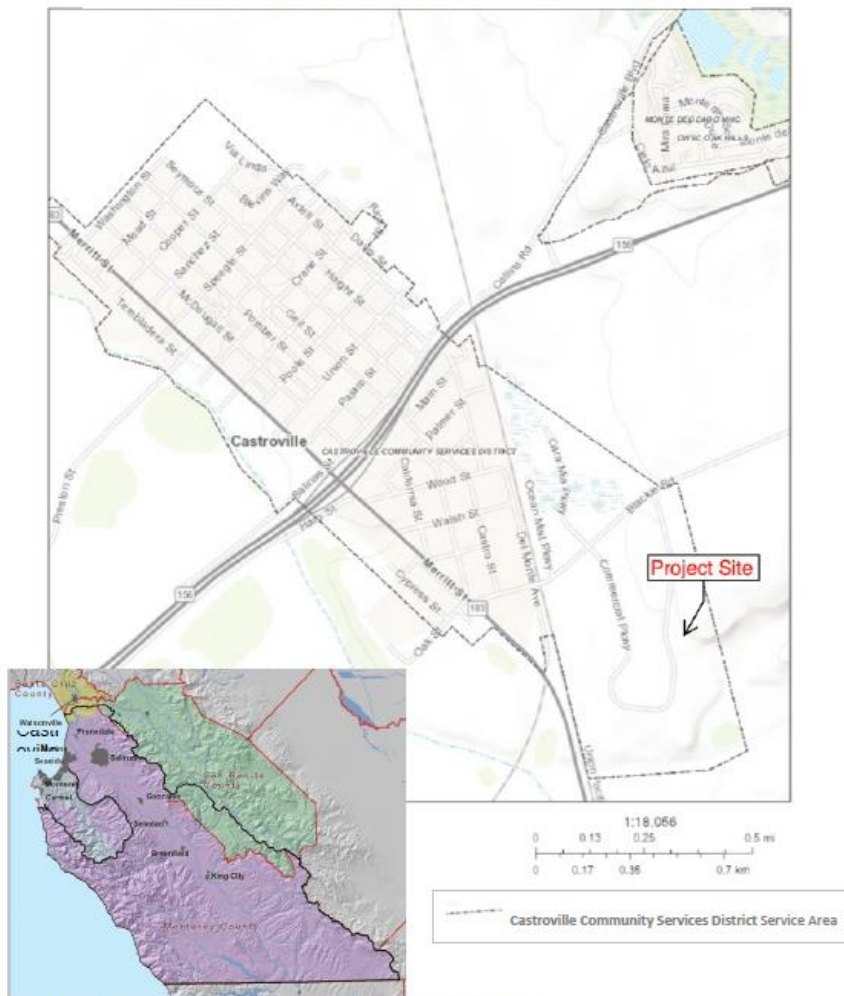
Sponsored Project: Project 1: Emergency Deep Aquifer Supply and Storage Tank Project

Sponsor Agency: Castroville Community Services District

Agency Address: 11497 Geil St, Castroville, CA 95012

Project Location: Monterey County, California (36.75612, -121.73768)

Castroville Community Services District: Emergency Deep Aquifer Supply and Storage Tank Project



Location of Castroville in context with Greater Monterey County IRWM Region

Sponsored Project: Project 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

Sponsor Agency: Monterey County Water Resources Agency

Agency Address: 1441 Schilling Pl, Salinas, CA 93901

Project Location: Salinas, CA (35.81861, -120.9303)

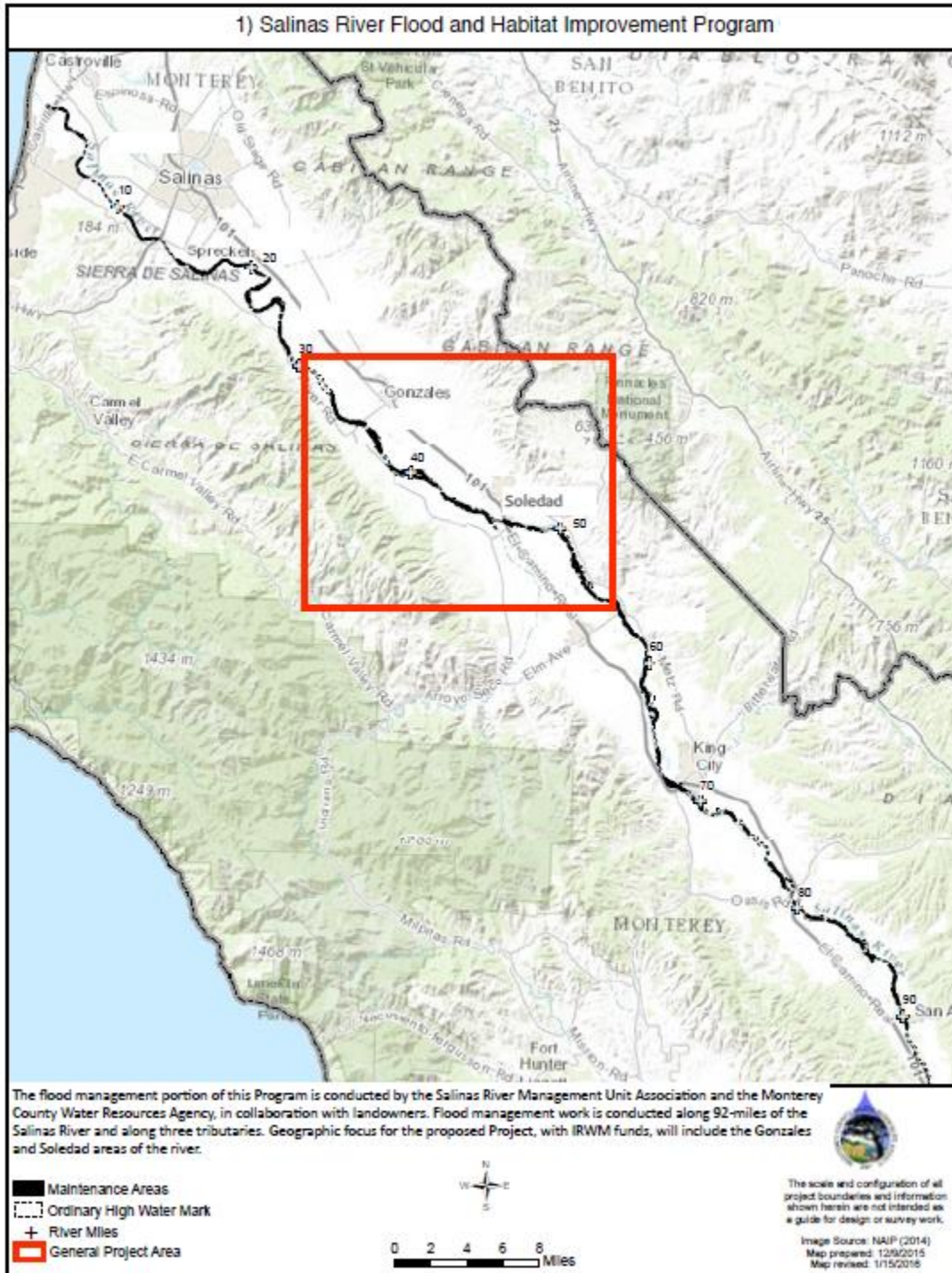


Sponsored Project: Project 3: Salinas River Flood and Habitat Improvement Program

Sponsor Agency: Resource Conservation District of Monterey County

Agency Address: 744 La Guardia St a, Salinas, CA 93905

Project Location: Monterey County, California (36.33361, -121.2022)

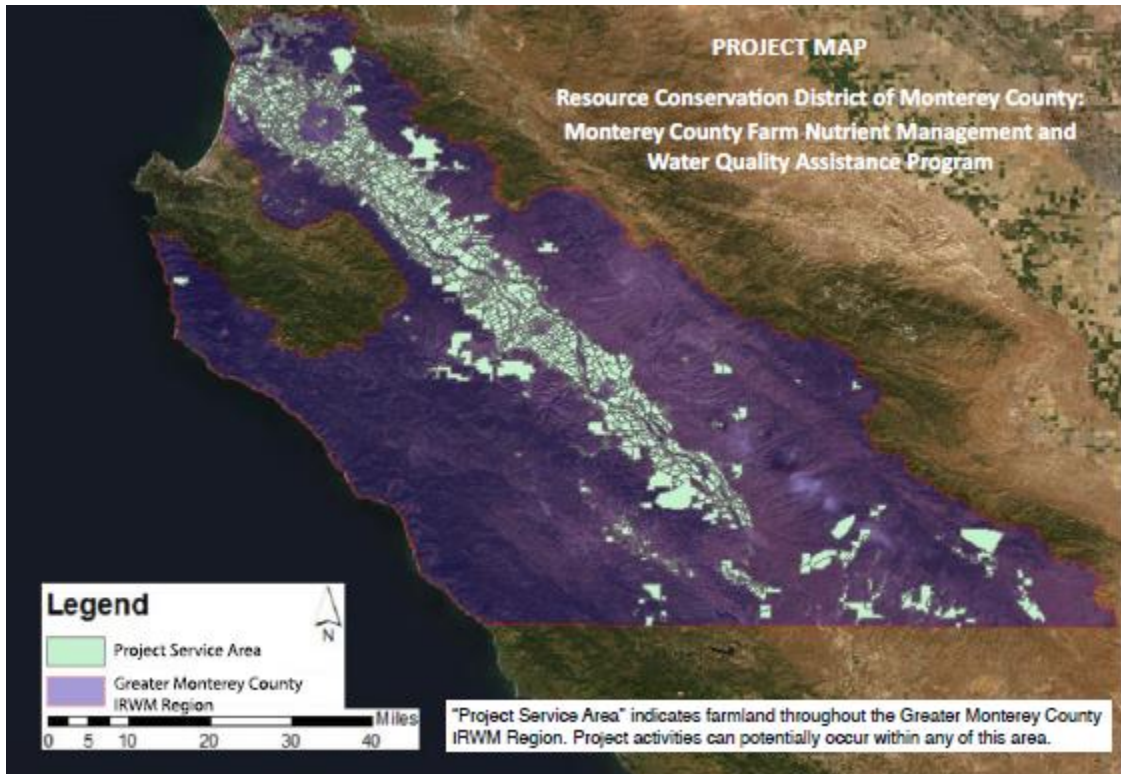


Sponsored Project: Project 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

Sponsor Agency: Resource Conservation District of Monterey County

Agency Address: 744 La Guardia St a, Salinas, CA 93905

Project Location: Monterey County, California (36.42028, -121.4075)



Sponsored Project: Project 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

Sponsor Agency: Central Coast Wetlands Group, City of Salinas

Agency Address: 5 Harris Ct, Monterey, CA 93940, 8272 Moss Landing Rd Moss Landing, CA 95039, 200 Lincoln Ave. Salinas, CA 93901

Project Location: Monterey County, California (36.66333, -121.7222)



EXHIBIT J**APPRAISAL SPECIFICATIONS**

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and

encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT NUMBER 4600013799
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
AMENDMENT 4**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Monterey County Water Resources Agency a public agency. in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by June 30, 2027 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after September 30, 2027.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,462,861.
- 4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) BASIC CONDITIONS.
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.

- B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program Guidelines (2019 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Monthly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Monthly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.
 - iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project

construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 26, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee’s or LPS’ organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, “Basic Conditions” are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a “wet signature” for costs incurred, including Local Cost Share, and timely Monthly Progress Reports as required by Paragraph 14, “Submission of Reports.” Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Monthly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
 - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
- i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.

3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
 - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
 - D. Failure to deposit funds in a non-interest-bearing account.
 - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
 - F. Inappropriate use of funds, as deemed by DWR.
 - G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default

Provisions,” the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee’s refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, “Default Provisions.” If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee’s obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit monthly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, “Continuing Eligibility.”

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State’s website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
 - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
 - E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
 - F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State’s Project Manager and shall be submitted via the DWR “Grant Review and Tracking System” (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, “Report Formats and Requirements.” The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Monthly Progress Reports: The Grantee shall submit monthly Progress Reports to meet the State’s requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State’s Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee’s activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar month.
 - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, “Advanced Payment.”
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”
- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:
- | | |
|--|---|
| Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov | Monterey County Water Resources Agency

Ara Azhderian
General Manager
1441 Schilling Place
Salinas, CA 93901
(831) 755-4864
Email: AzhderianA@countyofmonterey.gov |
|--|---|

Direct all inquiries to the Project Manager:

Department of Water Resources

Angela Murvine
Engineering Geologist
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9996
Email: Angela.Murvine@water.ca.gov

Monterey County Water Resources Agency

Amy Woodrow
Senior Water Resources Hydrologist
1441 Schilling Place
Salinas, CA 93901
Phone: (831) 204-6218
Email: WoodrowA@countyofmonterey.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Manager,
Division of Regional Assistance

7/18/2025
Date _____

MONTEREY COUNTY WATER
RESOURCES AGENCY



Ara Azhderian
General Manager

7/18/2025
Date _____

EXHIBIT A
WORK PLAN**PROPOSITION 1 ROUND 1 GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT****Grant Administration****IMPLEMENTING AGENCY:** Monterey County Water Resources Agency**DESCRIPTION:** The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.**Budget Category (a): Project Administration**Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Monthly or quarterly invoices, as needed, and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Progress Reports
- Grant Completion Report

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project**IMPLEMENTING AGENCY:** Castroville Community Services District (District)

PROJECT DESCRIPTION: The purpose of the Emergency Deep Aquifer Supply and Storage Tank Project is to provide a safe and reliable water supply for Castroville. The project includes the planning, design and construction of three components: Deep Aquifer Well (1,400 feet), Arsenic Treatment System, and a Storage Tank (640,000 gallons). The District will construct a potable water storage tank at the Well No. 4 site to provide approximately 640,000 gallons of additional storage and operational redundancy. The existing water supply is being degraded by saltwater intrusion and has exceeded safe drinking water standards for Chloride. In 2018, detection reached up to 733 milligrams per liter (mg/L), well above the recommended maximum contaminant limit of 250 mg/L. The project will provide approximately 300 acre-feet per year (AFY) of clean drinking water to the community of Castroville and increase water reliability.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – The District will fund land acquisition from existing reserves set aside for the implementation of this water supply project.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process. The preliminary studies and work required to support project design and CEQA/permitting include a Hydrogeologic Evaluation, Topographic and Boundary Survey, and Geotechnical Investigation.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

An amendment to the State Water Resources Control Board Domestic Water Supply Permit is anticipated.

Deliverables:

- Permits as required

Task 7: Design

The Design Engineer will prepare contract documents for the 30% Design submittal. Plans will be sufficiently detailed to adequately describe the project scope and provide a basis for the District's review. The 30% Design documents will be used by the Design-Build Contractor identified in construction.

Deliverables:

- 30% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. The contract will be a design-build contract for this project. The Design-Build Contractor will utilize the 30% Design Documents identified in Design to prepare Design Development Documents.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed
- 100% Design Plans and Specifications

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

11(a): Mobilization and Demobilization: This will include preparatory work that is performed prior to starting work on various bid items of the project (e.g., security fencing, mobilizing equipment to the site, staging construction equipment and supplies, etc.) and after completion of various bid items of the project (e.g., removing equipment and restoring the site to pre-construction conditions).

11(b): Site preparation: Site preparation will include removing existing materials and vegetation and establishing site security prior to the start of construction.

11(c): Construction: Includes site improvements, install an approximately 640,000-gallon storage tank, install a new groundwater well, arsenic treatment system, connection to the existing water system and associated civil, mechanical, and electrical items necessary to operate the new system.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley**IMPLEMENTING AGENCY:** Monterey County Water Resources Agency**PROJECT DESCRIPTION:** The purpose of this project is to develop decision support tools that will enable the Grantee to improve reservoir operations and better plan for future conditions, particularly considering anticipated impacts of climate change. Through a qualitative, quantitative, and policy analysis of streamflow and reservoir operations, this project will identify how reservoir operations at Nacimiento and San Antonio reservoirs, river diversions along the Salinas River, and groundwater extractions in the Salinas Valley impact instream flows in the Salinas River. The analysis will then be used to develop a water management plan that considers all the necessary uses for this water. The intended outcome is the development of re-operation protocols.**Budget Category (a): Project Administration**Task 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

A Notice of Exemption was completed for this project in December of 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting – Not applicable

Task 7: Project Monitoring Plan – Not applicable

Budget Category (d): Construction/Implementation**Task 8: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract.

Deliverables:

- Bid Documents, if necessary
- Proof of Advertisement, if necessary
- Award of Contract, if necessary

Task 9: Setting Description

This task will provide a description of the geologic setting of the Salinas Valley relevant to both geomorphic and hydrologic conditions impacting instream flows within the project area and will include a review of previous studies and relevant current projects and investigations. A qualitative analysis will be supplemented using a recently developed integrated hydrogeologic model (Salinas Valley Integrated Hydrologic Model, USGS 2018) to provide a detailed description of reach-by-reach water budgets of surface water flow regimes throughout historical hydrologic periods.

This task will re-evaluate steelhead passage flow criteria within the study area. Current river conditions will be assessed to identify areas of critical passage needs and evaluated to identify the flow necessary to provide for passage of adult and juvenile steelhead during the migration season(s). It is anticipated that drone technology using 3D mapping will be utilized to identify the critical passage areas with field verification as necessary. The final methodology will be determined with the consultant identified to assist with the project.

Both historical and current groundwater extractions within the study area will be evaluated utilizing the hydrogeologic model to quantify the impacts of these operations on instream flows. The hydrologic components of a flow management plan necessary to ensure the maintenance of surface water flows to support uses of the water (e.g., environmental, agricultural, groundwater, etc.) will be developed.

Deliverables:

- Technical Memorandum

Task 10: Public Outreach

The primary goal of this task is to have stakeholder engagement and participation that creates widespread support for the goals and content of the re-operation protocols. The program includes a series of conversations with different focal points and levels of information that culminate in a plan that is accepted and understood among a diverse range of Salinas River System stakeholders. A Stakeholder Planning Group will be organized and stakeholders representing all of the major interests in the Salinas River System will have the opportunity to be represented on this body. Meetings will be open to the public to promote transparency. The purpose of this group is to create a highly informed group of stakeholders who can engage in joint fact-finding processes (framing key questions and developing a high level of understanding of the planning

process opportunities and technical approaches) and advance the planning process in the larger communities among stakeholders.

Deliverables:

- Meeting agendas and minutes

PROJECT 3: Salinas River Flood and Habitat Improvement Program**IMPLEMENTING AGENCY:** Resource Conservation District of Monterey County

PROJECT DESCRIPTION: The goal of the Salinas River Flood and Habitat Improvement Program (program) is to provide 5 to 7-year recurrence level flood risk reduction for the Salinas River and three tributaries and to control *Arundo donax* and tamarisk in the Salinas River. The Salinas River Flood and Habitat Improvement Program is comprised of two activities: vegetation and sediment management for flood risk improvement, and invasive species eradication for habitat improvement. The primary benefit for this project is flood protection for approximately 1,000 acres of farmland. The secondary benefit is the improvement of approximately 12,000 acres of riparian habitat.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

A Notice of Determination for an Environmental Impact Report was filed with the Office of Planning and Research in June of 2014. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

All permits have been secured for the project.

Deliverables:

- Permits as required

Task 7: Design – Not applicable

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents, as applicable
- Proof of Advertisement, as applicable
- Award of Contract, as applicable
- Notice to Proceed, as applicable

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A construction observer will be on site each day of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Construction activities are outlined below.

11 (a): Site preparation will include flagging, assessment of current conditions including vegetation type and location, biological resource assessment and best management practices.

11 (b): The flood management work is conducted in approximately 127 secondary channels located along 92 miles of the Salinas River. For habitat stewardship and additional flood risk reduction, the program also seeks to control *Arundo donax* and woody nonnatives such as tamarisk in the Salinas River system and allow native shrubs, forbs and grasses to return in the riparian corridor. Construction activities will include

vegetation removal with rotary or flail mower, disking and grading, sediment removal and storage outside of the channel, herbicide spraying from a spray rig or backpack sprayers from licensed applicators. Applicators conduct all herbicide treatment according to California regulations and reporting including the filing of herbicide application reports with the Monterey County Agriculture Commissioner and documentation for reporting to the Regional Water Quality Control Board.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program**IMPLEMENTING AGENCY:** Resource Conservation District of Monterey County**PROJECT DESCRIPTION:** This project will provide decision and implementation support to guide Monterey County farmers' management changes and conservation projects to better manage soil, water, and nutrients to improve local water quality and streamline production inputs. The project will expand the bilingual farm water quality support services to meet increasing demand associated with the Central Coast Regional Board's anticipated Agricultural Order renewal. The project will include regional grower education, 75 individual on-farm consultations, over 25 detailed irrigation and nutrient management assessments with recommendations, and corresponding implementation assistance and effectiveness tracking at a subset of approximately 12 farm sites.**Budget Category (a): Project Administration**Task 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Paragraph D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Expected to acquire grading permit from the Monterey County Housing and Community Development within 6 months of grant execution.

Deliverables:

- Permits as required

Task 7: Design

Provide technical assistance and design for implementation of water, nutrient, and soil on-field conservation management practices and engineered water management projects as identified through farm resource/site assessment process.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications with Personally Identifying Information redacted (to comply with USDA terms of match funding)
- Tracking sheet of on-farm implementation sites and management changes
- Tabulated list of engineered project designs with scale, project type, acreages impacted, farm type/size, and intended benefit

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 (guidance provided in Exhibit L) for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents, as applicable
- Proof of Advertisement, as applicable
- Award of Contract, as applicable
- Notice to Proceed, as applicable

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will conduct regular site visits for the duration of engineered projects. Construction observer duties include documenting of pre-construction conditions, addressing questions of contractors on site, reviewing/ updating project schedule, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings, as applicable

Task 11: Construction

Typical construction activities are described below.

Typical construction activities include the farmer clearing the project area of any equipment followed by the farmer or contractor clearing and grubbing vegetation if necessary. The contractor and/or farmer typically installs additional protections such as silt fences and straw wattles or hay bales to contain sediment within the farmer's property. The farmer or contractor may erect security fencing in or adjacent to the project area as a staging area to keep equipment and materials safe. The materials (pipes, catch basins, etc.) are typically ordered and delivered to the site while the workers layout the improvements. The engineer may be called to set control points, set elevations, or provide staking. The contractor installs the improvements per NRCS specifications, and the engineer will conduct regular site visits to answer questions and inspect trenching, excavation, fill compaction, dimensions and elevations. Once the installation is complete, the engineer will do a final inspection and will survey the installed components to measure lengths and elevations to create record drawings. The farmer typically completes the temporary erosion control such as seeding and/or mulching.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use**IMPLEMENTING AGENCY:** Central Coast Wetlands Group (CCWG), City of Salinas**PROJECT DESCRIPTION:** This project is a series of improvements to the City of Salinas's Industrial Wastewater Treatment Facility (IWTF), with the goal of increasing the functionality of this facility for multiple water resource and environmental benefits. The project updates three components of the facility: 1) separating source water types entering the facility to enhance the efficiency of treatment; 2) removing nitrate and phosphates from water leaving the facility before it reaches the Monterey One Water (M1W) Regional Treatment Plant (RTP); and 3) improving flood protection for the power infrastructure to run the facility.

The project consists of:

1. Assess and Rehabilitate a 33-inch Pipeline: M1W will conduct a condition assessment and subsequent rehabilitation of an abandoned-in-place 33-inch pipeline. The 33-inch pipeline provides an opportunity to utilize existing infrastructure to achieve a reduction in energy consumption by an estimated 10% and the capture of up to 300 AFY more storm water during peak storm events.
2. Treatment Wetland Pilot Study: The Central Coast Wetlands Group (CCWG) will construct an initial water treatment system at the IWTF consisting of a treatment wetland chamber in series with several pilot phosphate removal chambers, and will assess its functionality to determine the most cost-effective phosphate removal process.
3. Electrical Components Flood Protection: City of Salinas will make improvements to select IWTF electrical components associated with the influent pump station, enhancing its flood and climate resilience by installing the components at the engineer recommended location above the 100-year floodplain.

These improvements will result in an additional 200-300 acre-feet per year (AFY) of storm water captured for groundwater recharge or reuse. The secondary benefit is the downstream flood reduction during storms, estimated to be approximately 2 MGD (millions of gallons per day) reduction for a 10-year storm event.

Budget Category (a): Project AdministrationTask 1: Project Management

Prepare and submit supporting grant documents and coordinate with the grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Project Progress Reports

- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Paragraph D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Feasibility studies for the Electrical Components Flood Protection component of this project have been completed. Other feasibility studies will be conducted as follows:

(a) RTP Treatment Methods: A feasibility and cost-benefit study will be conducted to assess alternative treatment methods at the RTP, including incremental costs for recycling industrial wastewater. Budget Attachment 1 contains a scope of work and budget for consultant services for support of the feasibility study, including assessing alternative treatment methods at the RTP.

(b) Wetland Treatment System: CCWG will conduct a feasibility study to investigate the site-specific viability of phosphate reduction. This study will involve testing multiple media types using nutrient-rich source water run through several containers at the Moss Landing Marine Laboratories Aquaculture facility. Nutrient levels will be measured at the input and outlet of each container to test the efficacy of each media type. CCWG will then compare nutrient removal rates with media costs and disposal requirements to select the optimal nutrient removal media to deploy at the IWTF.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Determination for the Environmental Impact Report was filed in April of 2021 with the State Clearing House for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Expected to acquire county encroachment and grading permits, in September 2021.

Deliverables:

- Permits as required

Task 7: Design

The project team will complete designs for each project component, as described below. The designs will describe the overall project concept for use in development of final design plans, and specifications including preliminary earthwork calculations, preliminary design details including piping, electrical, mechanical and/or housing design details and design-build performance criteria.

(a) Pipeline Assessment and Repair: Condition assessment of the pipeline will be done using MSI Inspections CCTV/3D Laser/Lidar inspection with defect coding and internal visual inspection with measurements (after appropriate excavations and shoring have been conducted). Utilize data from the

assessment to create the scope of work, design and final plans for repair or replacement. M1W staff to manage a consultant to provide the engineering design services for the condition assessment and rehabilitation design (see Budget Attachment 3).

(b) Wetland Treatment System: CCWG will prepare 100% design for the wetland treatment system.

(c) Electrical Components Flood Protection: The electrical components flood protection component of the project will require additional design work in order to develop 100% construction bid and design documents. The City of Salinas will leverage as much as possible the most recent design efforts which were part of the Phase 1B Salinas Dry Weather Diversion Project (see Budget Attachment 2).

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 (guidance provided in Exhibit L) for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: This will include setting up construction equipment at the various locations and lay down of necessary materials.

11(b): Site preparation will include Site preparation will include excavation, grading, shoring, storm water and erosion best management measures, and traffic control, as applicable.

11(c): Install, construct, excavate: Construction activities will include installation of the treatment wetland improvements, pipeline assessment and repair, and constructing a new concrete pad and installing new electrical components for climate change. Construction and implementation activities specific to each project component will consist of the following:

(a) Pipeline Repair: The pipeline starts at the City's storm water diversion structure #2, cuts southwesterly across many acres of prime farmland, across Hitchcock and Davis Roads, and terminates (plugged with concrete) immediately north of the IWTF influent pump station. Task 7 would include repair of parts of the pipeline found to have significant defects that may prevent reliable use of the pipeline to convey storm water. Repair of the pipeline segments on agricultural land will occur in the winter to avoid any growing season activities. Repairing sections of the pipeline within City-owned land and at the IWTF can occur in any season. The work may include re-stabilizing and reinforcing joints, repairing any holes, cracks or other pipeline flaws. At the influent pump station, a pipeline may be installed to bypass the influent pump station and connect to existing ponds. The final scope of repairs will depend upon budget available.

(b) Wetland Treatment System (see Figure 3): Water from the IWTF will be directed into adjacent abandon infiltration basins for treatment. Piping modifications will be made to direct water from the source water through each of the treatment basins. Soil amendments, plants, and flow regulation infrastructure will be installed within the treatment wetland basin to achieve linear flow and extend residence time for initial nutrient removal. Piping will be installed to allow water to through selected media prior to exiting the treatment systems. Water will then return to an ITWF pond during the pilot study.

(c) Electrical Components Flood Protection: Construction activities to relocate the electrical components above the 100-year floodplain will include evaluation and locating all equipment and connections, stub in of all necessary conduit, construction of new concrete equipment pad, tie in of all electrical connections, demolition of existing components, start up and testing of new instrumentation, controllers and related equipment

Deliverables:

- Photographic Documentation of Progress

BUDGET

PROPOSITION 1 ROUND GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT

AGREEMENT BUDGET SUMMARY

	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
Grant Administration	\$346,284	N/A	\$0	\$346,284	N/A
PROJECTS					
1 Emergency Deep Aquifer Supply and Storage Tank Project	\$395,000	\$25,000	\$7,712,000	\$8,132,000	0.3%
2 Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley	\$750,000	\$910,000	\$160,000	\$1,820,000	56%
3 Salinas River Flood and Habitat Improvement Program	\$526,525	\$679,856	\$0	\$1,206,381	50%
4 Monterey County Farm Nutrient Management and Water Quality Assistance Program	\$315,169	\$0	\$315,301	\$630,470	0%
5 Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use	\$1,129,883	\$1,277,852	\$0	\$2,407,735	53%
GRAND TOTAL	\$3,462,861	\$2,892,708	\$8,187,301	\$14,542,870	-

Grant Administration

Implementing Agency: Monterey County Water Resources Agency

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a Project Administration	\$346,284	N/A	\$0	\$346,284
TOTAL COSTS	\$346,284	N/A	\$0	\$346,284

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project

Implementing Agency: Castroville Community Services District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$0	\$25,000	\$0	\$25,000
b Land Purchase / Easement	\$0	\$0	\$100,000	\$100,000
c Planning / Design / Engineering / Environmental Documentation	\$270,000	\$0	\$125,000	\$395,000
d Construction / Implementation	\$125,000	\$0	\$7,487,000	\$7,612,000
TOTAL COSTS	\$395,000	\$25,000	\$7,712,000	\$8,132,000

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Grantee received a 100% cost share waiver. However, to meet the proposal cost share requirements, Castroville Community Services District (District) will fund 100% of project administration, the District will fund land acquisition from existing reserves set aside for the implementation of this water supply project.

**Other Cost Share: Fund for part of the design costs will be coming from State Water Resources Control Board’s Small Community Funding grant or loan.

PROJECT 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

Implementing Agency: Monterey County Water Resources Agency

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$60,000	\$0	\$60,000
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$15,000	\$0	\$0	\$15,000
d Construction / Implementation	\$735,000	\$850,000	\$160,000	\$1,745,000
TOTAL COSTS	\$750,000	\$910,000	\$160,000	\$1,820,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: In Kind services provided by United States Geological Service.

PROJECT 3: Salinas River Flood Protection and Habitat Improvement Program

Implementing Agency: Resource Conservation District of Monterey County

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$10,000	\$0	\$10,000
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$77,648	\$402,925	\$0	\$559,324
d Construction / Implementation	\$448,877	\$266,931	\$0	\$637,057
TOTAL COSTS	\$526,525	\$679,856	\$0	\$1,206,381

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: All cost share is from non-State sources and includes landowner payments from River Management Unit members and in-kind services from landowners.

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

IMPLEMENTING AGENCY: Resource Conservation District of Monterey County

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
a Project Administration	\$0	\$0	\$28,500	\$28,500
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$287,698	\$0	\$136,801	\$430,970
d Construction / Implementation	\$27,471 \$21,000	\$0	\$150,000	\$171,000
TOTAL COSTS	\$315,169	\$0	\$315,301	\$630,470

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost Share: Grantee received a 100% cost share waiver. At least 50% other cost share will be provided through existing, long-term agreements with the Monterey County Agricultural Commissioner and USDA Natural Resources Conservation Service (NRCS) for bilingual farmer technical assistance, and through USDA NRCS Environmental Quality Incentives Program (EQIP) for project design and implementation.

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

IMPLEMENTING AGENCY: City of Salinas

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$0	\$7,300	\$0	\$7,300
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$184,902	\$150,544	\$0	\$335,446
d Construction / Implementation	\$944,981	\$1,120,008	\$0	\$2,064,989
TOTAL COSTS	\$1,129,883	\$1,277,852	\$0	\$2,407,735

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Required Cost Share: City of Salinas is providing \$955,552, Monterey One Water is providing \$315,000 match via the SRF loan spent in 2017 - 2019 on the Advanced Water Purification Facility for the Pure Water Monterey Project for which this project is a component, and is providing \$7,300 for project administration.

**EXHIBIT C
SCHEDULE**

PROPOSITION 1 ROUND 1 GREATER MONTEREY COUNTY IRWM IMPLEMENTATION GRANT

Grant Administration

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/07/2020	06/30/2027

PROJECT 1: Emergency Deep Aquifer Supply and Storage Tank Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	09/01/2020	6/30/2027
b Land Purchase / Easement	06/01/2019	08/31/2022
c Planning / Design / Engineering / Environmental Documentation	09/01/2020	12/31/2023
d Construction / Implementation	08/31/2021*	03/31/2027

*Planning and Construction schedules overlap because acquisition of contractors through the bid process will be completed during the planning phase to ensure construction can begin directly behind finalizing planning efforts.

PROJECT 2: Re-Operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	09/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	12/31/2023
d Construction / Implementation	01/01/2015*	06/30/2025

*The timeframe for this task allows the collection and processing of two additional years of groundwater extraction data to be included into the report.

PROJECT 3: Salinas River Flood Protection and Habitat Stewardship Program

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	04/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	01/31/2025
d Construction / Implementation	08/01/2021*	01/31/2025

*Treatment of *Arundo donax* and tamarisk will take place in June through October 2021 and will include documentation of work areas through GIS mapping, photo documentation, and herbicide spray records. Implementation from one year can overlap with Planning for subsequent years.

PROJECT 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

BUDGET CATEGORY	Start Date	End Date
a Project Administration	07/01/2021	9/30/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	07/01/2021	01/31/2025
d Construction / Implementation	10/01/2021*	07/31/2025

*This project includes many smaller projects and Planning phases can be ongoing while Construction phases for other projects are already underway.

PROJECT 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

BUDGET CATEGORY	Start Date	End Date
a Project Administration	09/01/2021	06/30/2027
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	06/01/2017	01/31/2025
d Construction / Implementation	07/01/2017*	03/31/2027

*Portions of the project are ongoing, and implementation overlaps with other planning phases.

EXHIBIT D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.

- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State.

Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. **RETENTION:** The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. **SEVERABILITY:** Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. **SUSPENSION OF PAYMENTS:** This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. **SUCCESSORS AND ASSIGNS:** This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing

accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, “Default Provisions,” the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, “Default Provisions.”
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days’ advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION No. 19-002

**Authorize and direct the General Manager to apply for grant)
funding from the California Department of Water Resources)
for a Round 1 Integrated Regional Water Management)
Implementation Grant pursuant to the Water Quality, Supply,)
and Infrastructure Improvement Act of 2014 (Water Code)
§ 79700 *et seq.*), and to enter into an agreement to receive a)
grant titled “Managing Water Resources for Multiple Benefits)
in the Greater Monterey County Region”)**

WHEREAS, the Monterey County Water Resources Agency proposes to submit an application to the Department of Water Resources on behalf of the Greater Monterey County Integrated Regional Management Region; and

WHEREAS, the Monterey County Water Resources Agency intends to apply for grant funding from the California Department of Water Resources for the project costs;

NOW THEREFORE, BE IT RESOLVED, that the Monterey County Water Resources Agency hereby

a. Directs this Agency, pursuant and subject to all of the terms and provisions of the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1), to apply to the California Department of Water Resources to obtain a grant titled “Managing Water Resources for Multiple Benefits in the Greater Monterey County Region”

b. Authorizes and directs the General Manager, or designee, to prepare the necessary data, make investigations, sign, and file such proposal, and subject to review and approval by County Counsel, execute a grant agreement with California Department of Water Resources

c. Authorizes the General Manager, or designee, subject to review and approval by County Counsel to execute up to three (3) amendments to the Grant Agreement that do not materially alter the terms of the Grant Agreement.

d. Authorizes the General Manager, or designee, subject to review and approval by County Counsel to enter into sub-grantee agreements with the other project proponents.

This Resolution shall take effect upon approval by the Monterey County Water Resources Agency Board of Directors.

PASSED AND ADOPTED this 21th day of October 2019, at a regular meeting of the Monterey County Water Resources Agency Board of Directors by the following vote:

AYES: Directors Gonzalez, Baillie, Sullivan, Ekelund, Ortiz, Scattini, LeBarre, Smith and Simis

NOES: None

ABSENT: None



BY: _____
Mark Gonzalez, Chair
Board of Directors



ATTEST: _____
Brent Buche
General Manager

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
P: (831) 755-4860
F: (831) 424-7935
BRENT BUCHE
GENERAL MANAGER



STREET ADDRESS
1441 SCHILLING PLACE, NORTH BUILDING
SALINAS, CA 93901

July 14, 2020

Monia Holleman
Environmental Scientist
California Department of Water Resources
Division of Regional Assistance
Financial Assistance Branch
901 P Street
Sacramento CA 95814

RE: Authorization of the DocuSign use for all official transactions related to Proposition 1 Round 1 Implementation Grant

To Whom It May Concern:

By signing this letter, Monterey County Water Resources Agency does hereby agree to the following option regarding the use of DocuSign for all official transactions related to the Proposition 1 Round 1 Implementation Grant award including Agreement execution, Amendments, Invoices and various other documents.

Please check one:

- We do consent to the use of DocuSign for all transactions by both us and DWR
- We do not consent to the use of DocuSign by us. However, we do consent to the use of DocuSign by DWR
- We do not consent to the use of DocuSign by either us or DWR

Regards,

Brent Buche
General Manager

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

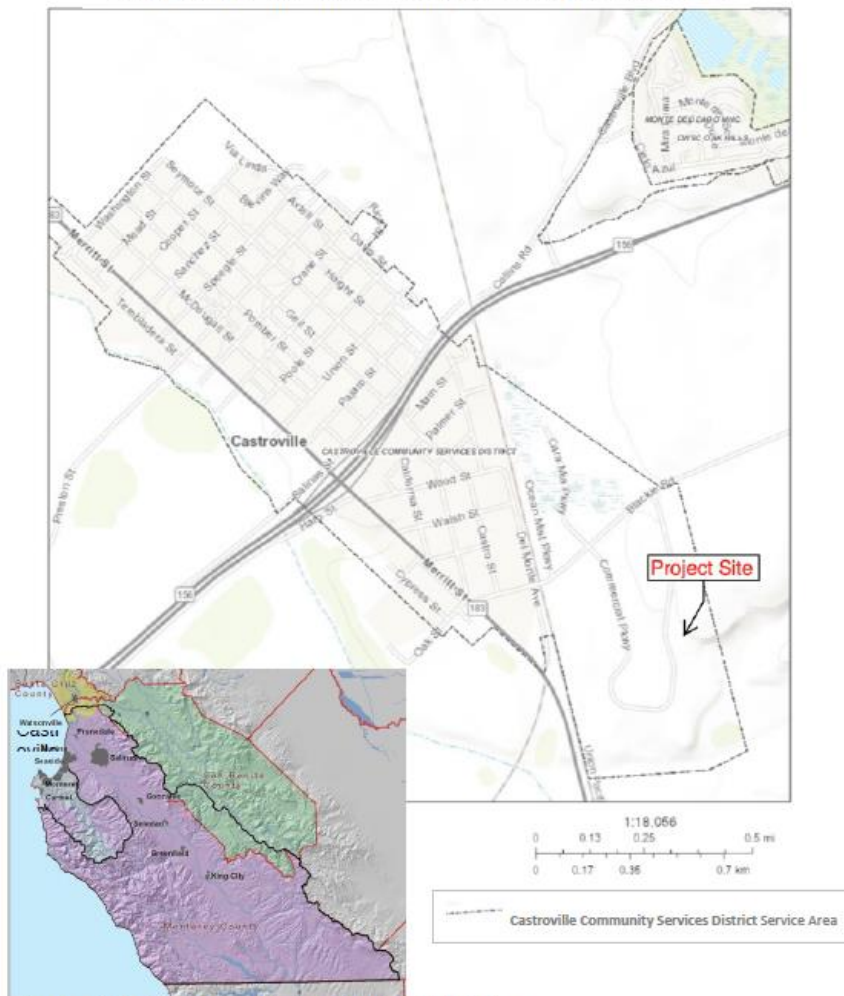
Sponsored Project: Project 1: Emergency Deep Aquifer Supply and Storage Tank Project

Sponsor Agency: Castroville Community Services District

Agency Address: 11497 Geil St, Castroville, CA 95012

Project Location: Monterey County, California (36.75612, -121.73768)

Castroville Community Services District: Emergency Deep Aquifer Supply and Storage Tank Project



Location of Castroville in context with Greater Monterey County IRWM Region

Sponsored Project: Project 2: Re-operation of Reservoirs: Decision Support Tool to Increase Water Supply Reliability in Salinas Valley

Sponsor Agency: Monterey County Water Resources Agency

Agency Address: 1441 Schilling Pl, Salinas, CA 93901

Project Location: Salinas, CA (35.81861, -120.9303)

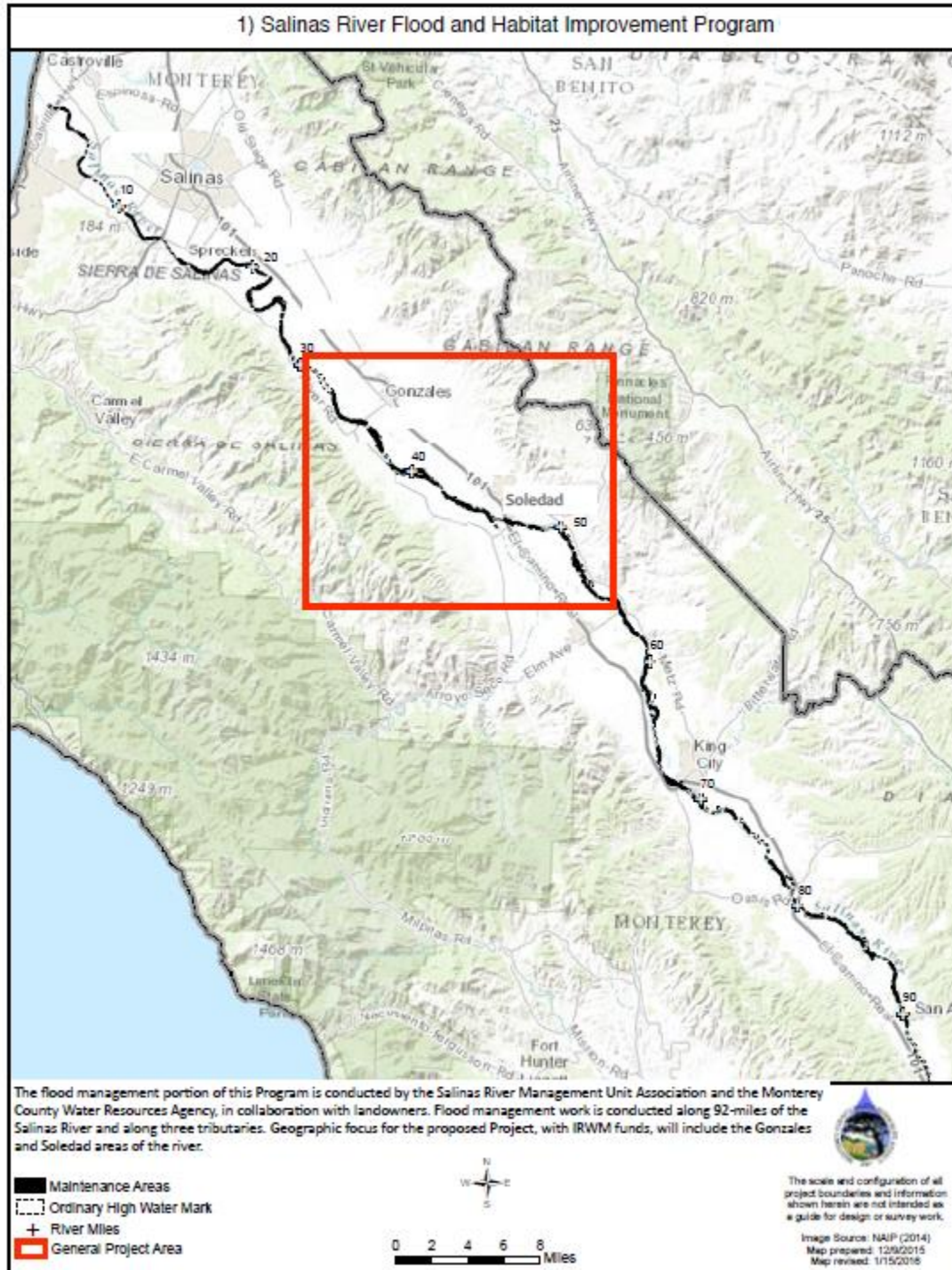


Sponsored Project: Project 3: Salinas River Flood and Habitat Improvement Program

Sponsor Agency: Resource Conservation District of Monterey County

Agency Address: 744 La Guardia St a, Salinas, CA 93905

Project Location: Monterey County, California (36.33361, -121.2022)

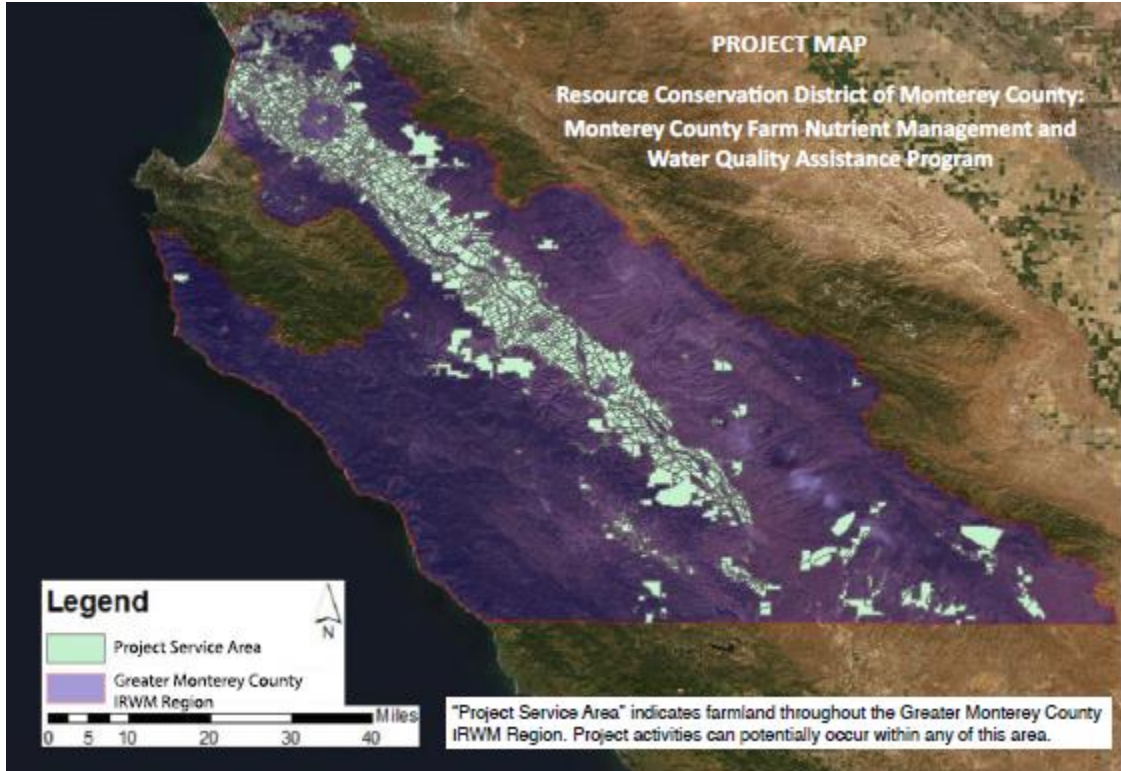


Sponsored Project: Project 4: Monterey County Farm Nutrient Management and Water Quality Assistance Program

Sponsor Agency: Resource Conservation District of Monterey County

Agency Address: 744 La Guardia St a, Salinas, CA 93905

Project Location: Monterey County, California (36.42028, -121.4075)



Sponsored Project: Project 5: Salinas Storm Water Management: Increasing Capture, Improving Treatment, Reducing Energy Use

Sponsor Agency: Central Coast Wetlands Group, City of Salinas

Agency Address: 5 Harris Ct, Monterey, CA 93940, 8272 Moss Landing Rd Moss Landing, CA 95039, 200 Lincoln Ave. Salinas, CA 93901

Project Location: Monterey County, California (36.66333, -121.7222)



EXHIBIT J**APPRAISAL SPECIFICATIONS**

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and

encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
 28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
 29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
 30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
 31. Implied dedication statement.
 32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
 33. Discussion of any departures taken in the development of the appraisal.
 34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
 35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?