County of Monterey

Thyme Conference
1441 Schilling Place
Salinas Ca. 93901

Meeting Agenda - Final

Monday, May 18, 2026
12:00 PM

Thyme Conference Room
1441 Schilling Place
Salinas, CA 93906

Water Resources Agency Board of Directors

Matt Simis – Chair
Jason Smith – Vice-Chair
Mike LeBarre
Mark Gonzalez
Deidre Sullivan
Ken Ekelund
Mike Scattini
John Baillie
Jon Conatser

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtmldivision=2.&chapter=9.&part=1.&lawCode=GOV&title=5

Participation in meetings:
You may attend the Board of Directors meeting through the following methods:
You may attend in person

For ZOOM participation please join by computer audio at:
https://montereycty.zoom.us/j/93366103733
Password: 885643

OR to participate by phone call any of these numbers below:
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PLEASE NOTE: IF ALL 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 MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

Enter this Meeting ID number: 933 6610 3733, PASSWORD: 885643. Please note there is no Participant Code, you will just press # 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.

If you choose not to attend the Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Friday before the meeting. Please submit your comment to the Secretary of the Board at WRApubliccomment@countyofmonterey.gov. In an effort to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting date (i.e. Board of Directors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Water Resources Agency Office the Friday prior to the Board of Directors meeting.

Participacion en Reuniones:
Puede asistir a la reunion de la Junta Directiva a traves de los siguientes metodos:
Podar asistir personalmente a la reunion; o,

Para participar por ZOOM, por favor únase for audio de computadora por:
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Cuando se le solicite, ingrese este número de reunión: 933 6610 3733, Codigo: 885643. Por favor tenga en cuenta no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.Se le colocará en la reunion como asistente; cuando deseé hacer un comentario público si esta unido por la computadora utilize la opción de levantar la mano en el chat de la pantalla; o
por teléfono presione *9 en su teclado de telefono.

Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envie su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion. Envie su comentario a la Secretaria de la Junta al correo electronico WRApubliccomment@countyofmonterey.gov. Para ayudar a la Secretaria a idenficar el artículo de la agenda relacionado con su comentario, por favor indique en la linea de asunto del correo electronico la fecha de la reunion (ejemplo, la Agenda de la Junta Directiva) y el número de artículo (ejemplo, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.

Formatos Alternativos de Agenda: si se solicita, la agenda estar disponsible en formatos alternativos apropiados para personas con discapacidad, segun lo requerido por la Seccion 202 de la Ley de Estadounidenses con Discapacidades de 1990 (42 USC Sec. 12132) y las normas y regulaciones federales adoptadas para su implementacion. Las personas con discapacidad que reuieran una modificacion o adaptacion, includios ayudas o servicios auxiliares, para poder participar en la reunion publica pueden hacer estas solicitiudes a la Agencia de Recursos Hidricos el Viernes antes de la reunion.

Note: All numbered agenda titles related to agenda are live web links. Click on the link to be directed to corresponding item.

Call to Order at 12:00 P.M.

Roll Call

Public Comments on Closed Session Items

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

i. *Mario Gonzalez, et al. v. State of California, et al.,* Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CVOOO428; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

ii. *Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al.*, San Luis Obispo Superior Court Case No. 19CVP-0010

iii. *Ed Borchard & Sons, LLC vs. MCWRA*; Monterey County Superior Court Case No. 25CV004613

Recess to Closed Session

Reconvene Meeting at 1:00 P.M.

Pledge of Allegiance

Additions and Corrections by the Clerk

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Public Comment

Presentations

2. Present Public Service Recognition Certificates. (Chair Simis)

3. Hydraulic and Hydrologic Modeling Tools used by the Water Resources Agency. (Staff: Amy Woodrow and Jason Demers)

Attachments: Strategic Planning Modeling Tools

4. ALERT Users Group Conference Participation by Flood Warning and Reservoir Operations Staff. (Staff: Jason Demers and Joey Klein)

Consent Calendar

5. Approve the Action Minutes of the Board of Directors meeting held on April 20, 2026.

Attachments: Draft BoD Minutes April 20 2026

6. Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through March 31, 2026. (Staff: Nora Cervantes)

Attachments: Board Report
FY26 Financial Status Report through March 31 2026

7. Approve Amendment No. 2 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Well Consulting Services, to extend the term length by two years, to add a dollar increase of $200,000 for a total contract amount not to exceed $450,000; and authorize the General Manager to execute Amendment No. 2. (Staff: Pete Vannerus)

Attachments: Board Report
Executed Original Agreement
Execute Amendment 1
Draft Amendment No. 2

8. Approve Amendment No. 1 to Agreement for Services with DRS Marine Inc., to increase the dollar amount by $400,000 for a total contract amount not-to-exceed $500,000; and extend the term of the Agreement to June 30, 2029, to provide underwater inspection, maintenance and repair services of the agency facilities; and authorize the General Manager to execute the Amendment. (Staff: Mark Foxworthy)

Attachments: Board Report
DRS Original Agreement
Amendment No. 1 DRS Marine Inc.
DRS Quote Naci & SA Dams 2026

9. Approve Amendment No. 2 to the Professional Services Agreement with GEI Consultants Inc., to increase the dollar amount by $100,000 for a total contract amount not-to-exceed $200,000; and revise the scope of work to provide permitting and environmental compliance support services for construction of repairs to the Moss Landing Tide Gate facility; and authorize the General Manager to execute the Amendment. (Staff: Mark Foxworthy)

Attachments: Board Report
Executed GEI Agreement (Moss Landing Tide Gate)
Executed Amendment No. 1
Amendment No. 2 (GEI - Moss Landing Tide Gate)
GEI Quote Moss Landing Permit and Construction Support

Action Items

10. Board to consider nominations for Director and Alternate to serve on the Salinas Valley Basin Groundwater Sustainability Agency's Board of Directors. (Staff: Ara Azhderian)

Attachments: Board Report
Excerpts of JPA re: GSA Eligible Board Seat

Key Information and Calendar of Events

11. May 2026 Calendar
June 2026 Calendar

Attachments: May 2026
June 2026

General Manager's Report

12.
1. Personnel
2. Agency Outreach
3. Strategic Plan Update
4. Legislative Update

Attachments: WRA BOD GM Report

Committee Reports

13. Committee Agenda's for May and June 2026.

Attachments: WRAC Agenda April 30 2026
JBL Agenda May 11 2026
FAC Cancellation Notice May 1 2026
Planning Committee Agenda May 6 2026

Informational Items

14. Reservoir Storage and Release Update. (Staff: Joseph Klein)

Attachments: Board Report

15. Salinas Valley Water Conditions: Second Quarter of Water Year 2025-2026. (Staff: Amy Woodrow)

Attachments: Quarterly Report – Q2 WY2026

16. Staff update on the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee meetings in April. (Staff: Shaunna Murray)

Attachments: Board Report

17. Staff update on the new Grazing Lease Cycle for November 2026. (Staff: Jessell Fenley)

Attachments: Board Report
Grazing Lease Program Slides

Correspondence

18. Correspondence dated April 21, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency.
From Thomas S. Virsik, Attorney at Law.
Re: Board of Directors April 20 meeting, Item#7 One Water Econ

Attachments: Public Comment April 21 2026

Board of Directors Comments

Adjournment

Introduced: 5/11/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

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County of Monterey

Board Report

Legistar File Number: WRAG 26-161

Item No.2

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

May 18, 2026

Introduced: 5/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Present Public Service Recognition Certificates. (Chair Simis)

County of Monterey

Board Report

Legistar File Number: WRAG 26-150

Item No.3

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

May 18, 2026

Introduced: 5/6/2026
Version: 1

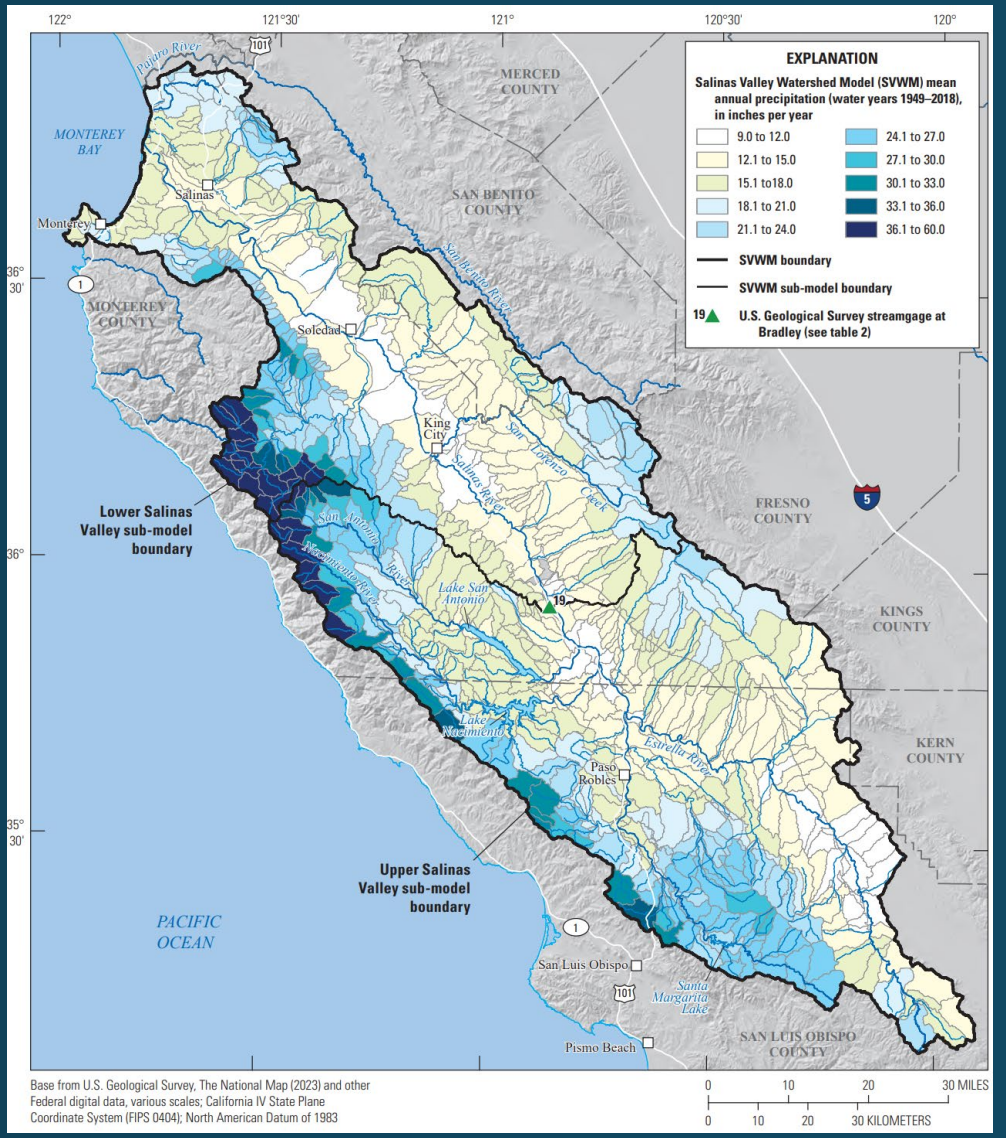
Current Status: Agenda Ready
Matter Type: WR General Agenda

Hydraulic and Hydrologic Modeling Tools used by the Water Resources Agency. (Staff: Amy Woodrow and Jason Demers)

MODELING TOOLS

What they do, what they don't do, and future needs

Jason Demers and Amy Woodrow



What are models?

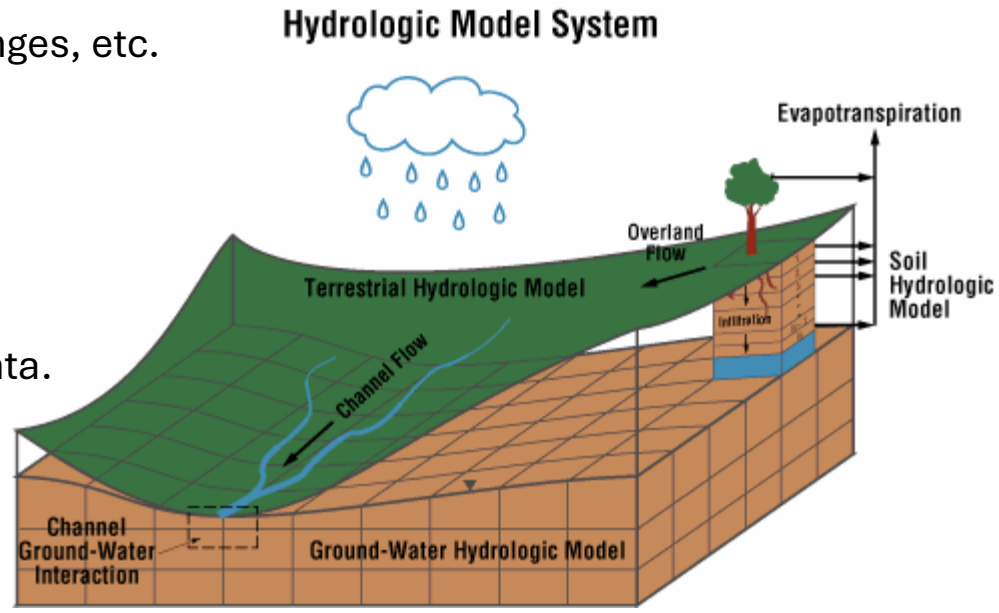
- Models are a simplified numerical representation of a complex natural system.
- Simulate how water moves and interacts with the environment.
- They are tools to help us make decisions.

Capabilities:

- Represent multiple hydrologic processes simultaneously (e.g., precipitation, streamflow, infiltration, groundwater flow).
- Run alternative scenarios such as future climates, land-use changes, etc.
- Provide consistent, reproducible results.
- Allow interpolation where there are data gaps.

Limitations:

- They are only approximations to reality.
- Results are dependent on the quality and quantity of available data.
- Uncertainty is always present.



Source: Earth System Science Center, Penn State University

Why are models used?

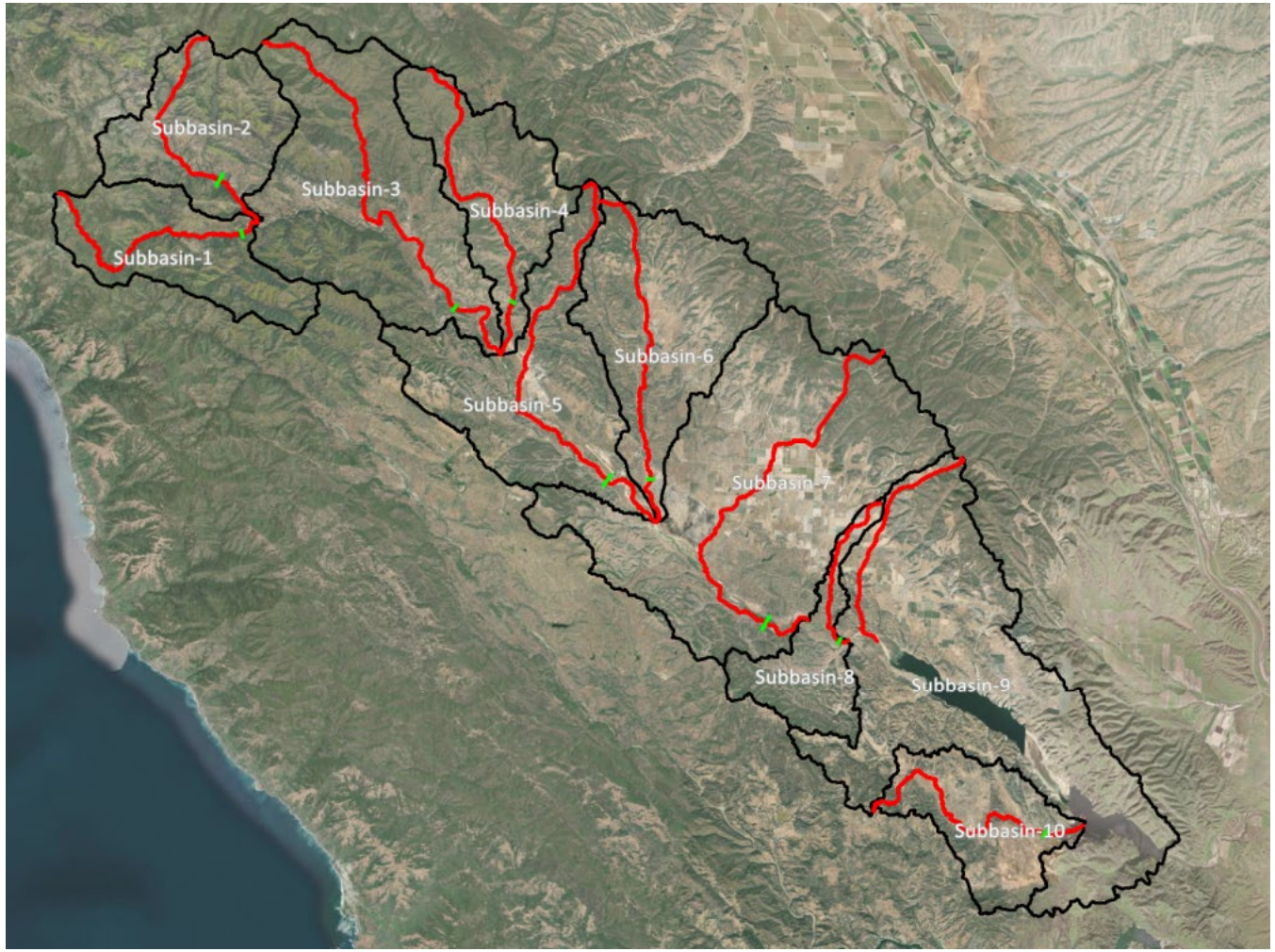
- Models provide a means for exploring solutions to complex problems.
- Not all parts of what needs to be managed can be easily observed.
- Estimate parameters that cannot be directly measured.
- Scientifically interpolate between data points.
- Provide tools to explore and understand potential scenarios (future climate, new projects, etc.)

How are they used?

- **Planning:** long-term basin sustainability, drought management, project viability.
- **Operations:** reservoir releases.
- **Risk assessment:** probability of hydrologic events, flood magnitude, flood timing, and inundation area.
- **Decision making:** providing data to inform direction on policies, programs, and projects.

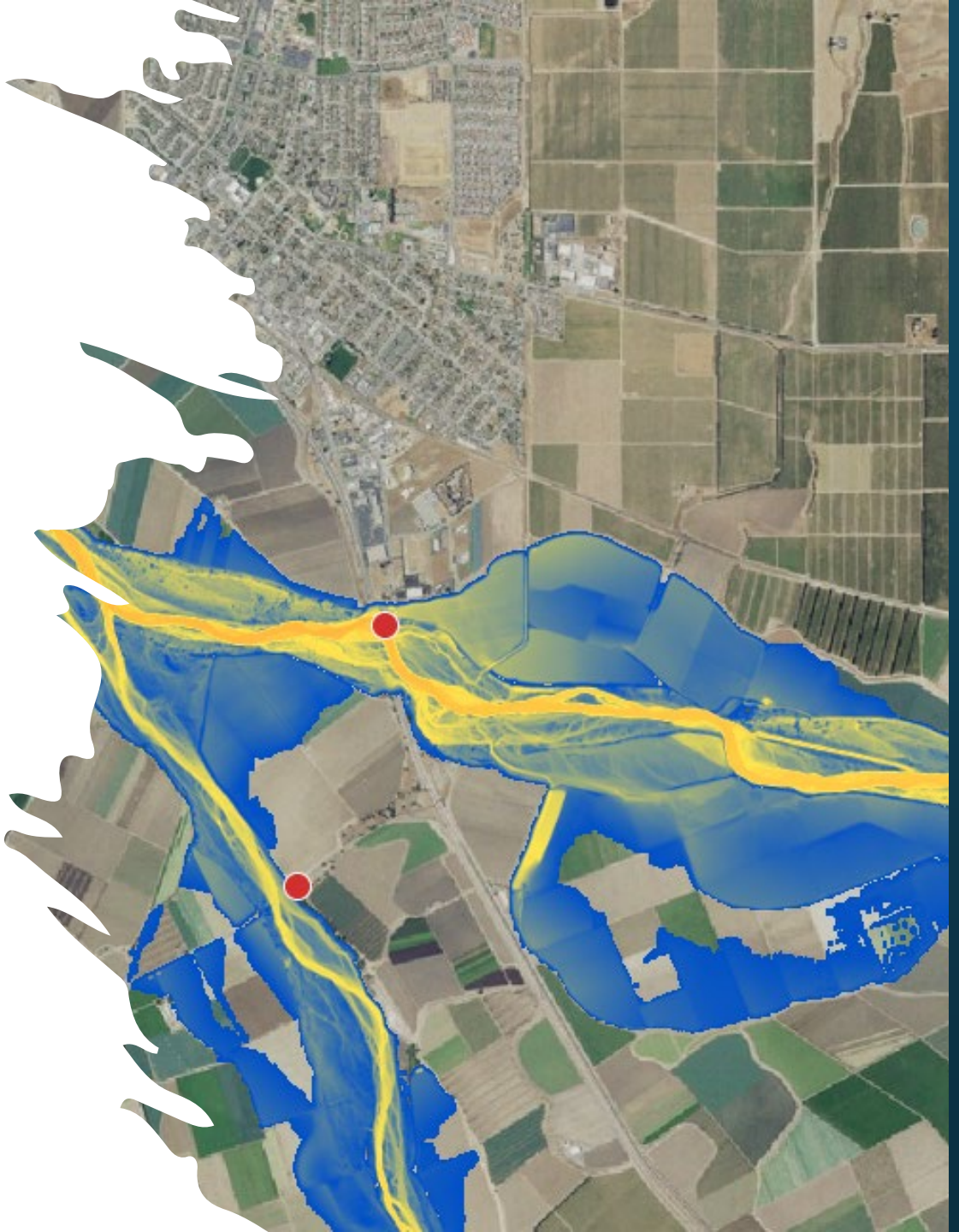
Why are models important for basin management?

- Used for planning, operations, evaluating new infrastructure, assessing flood risks and more.
- They provide a scientific basis for policy and operational decisions.



Types of models

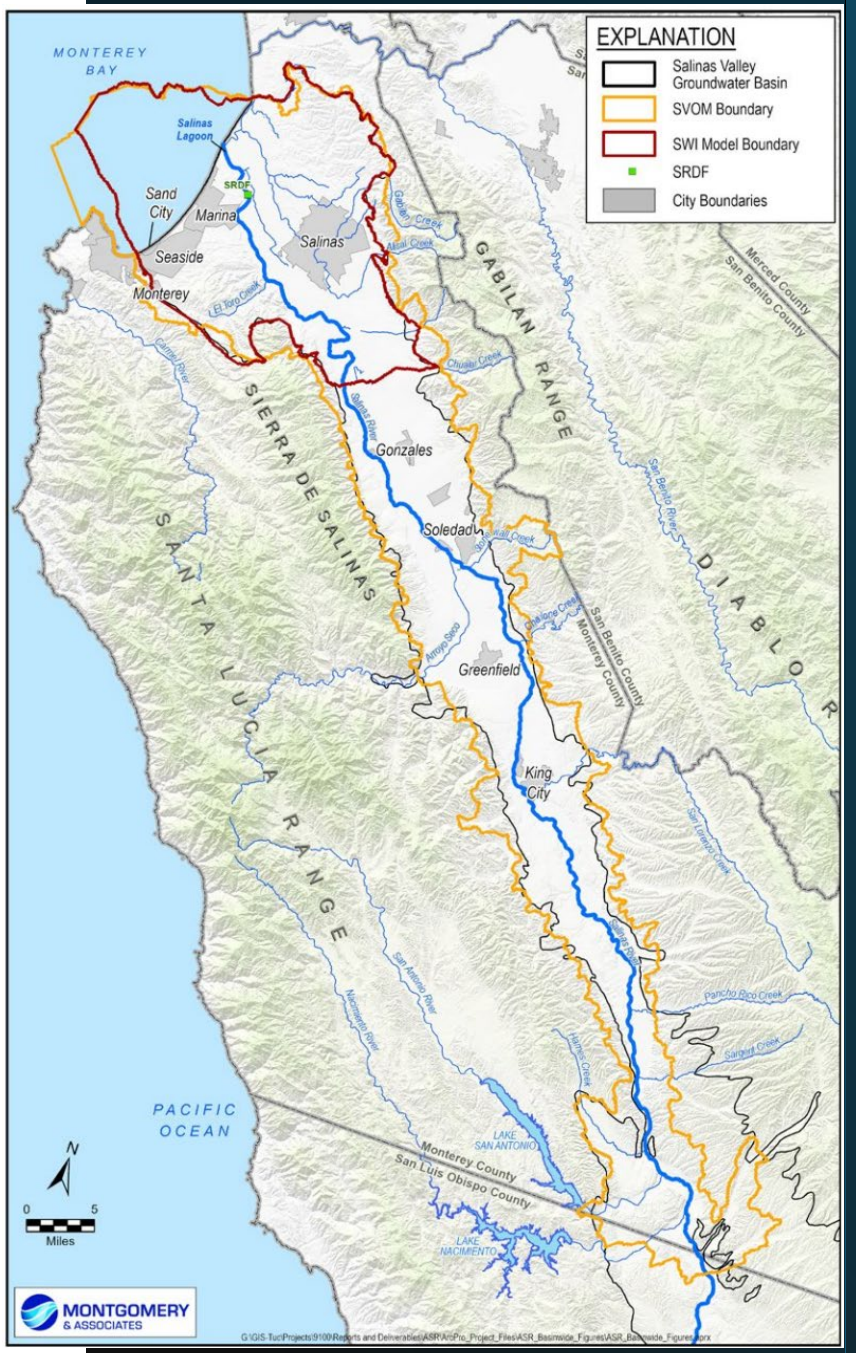
- MCWRA and our partner agencies use a wide variety of hydrologic modeling tools to help meet our regional water management goals
- These models assist with the evaluation of new projects as well as the day-to-day operation of existing projects and facilities
- These tools include:
  - Large basin-wide models that take significant time and computing power to run
  - Spreadsheet based modeling tools developed by staff
  - Conceptual models that help with our shared understanding of our watersheds



Large Scale Models

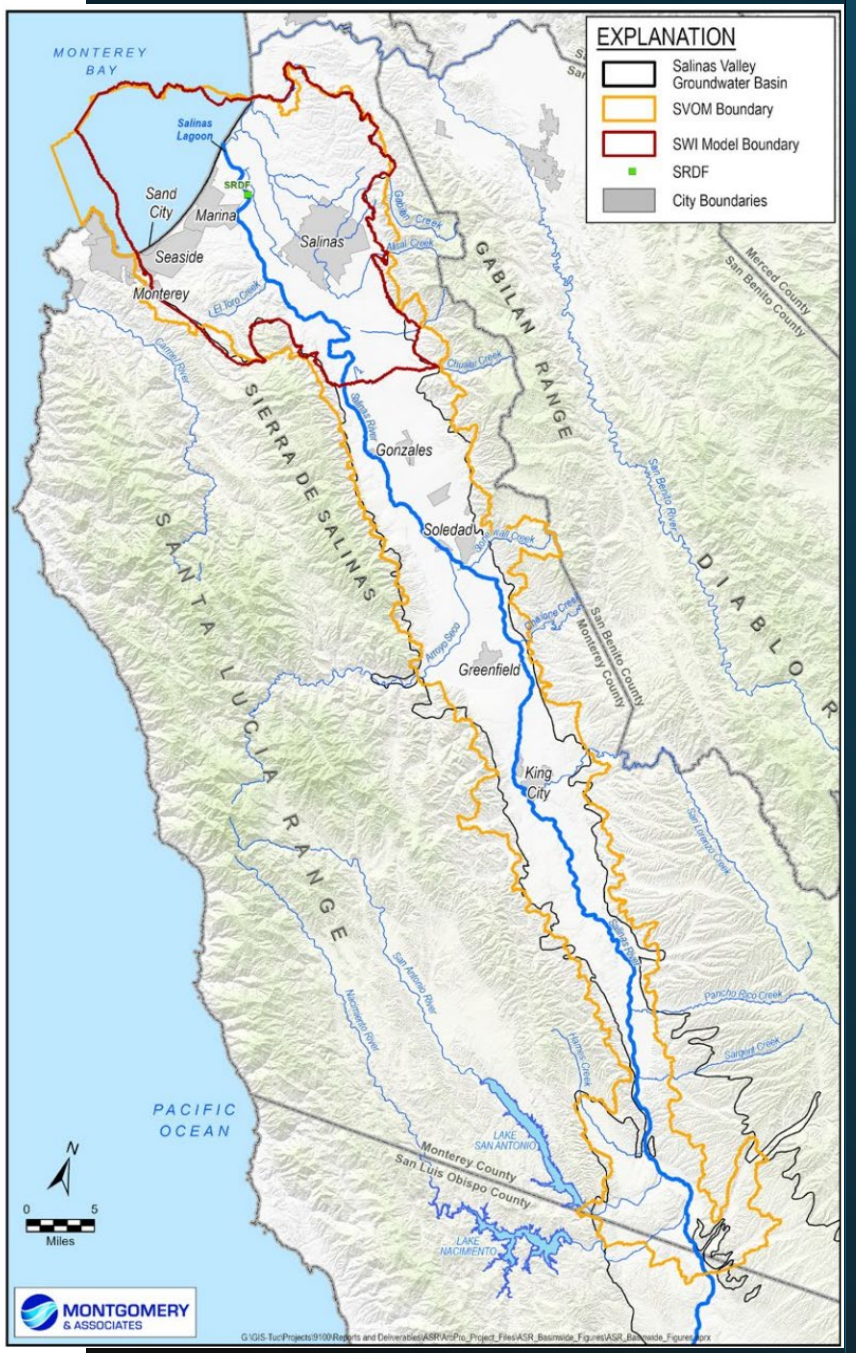
Larger, more complex models that have a regional scope, include a large geographic area, or address complex interactions with many variables

- Salinas Valley Integrated Hydrologic Model (SVIHM)
- Salinas Valley Operational Model (SVOM)
- Seawater Intrusion Model (SWIM)
- Salinas River HEC-RAS Model
- Forecast Informed Reservoir Operations (FIRO)



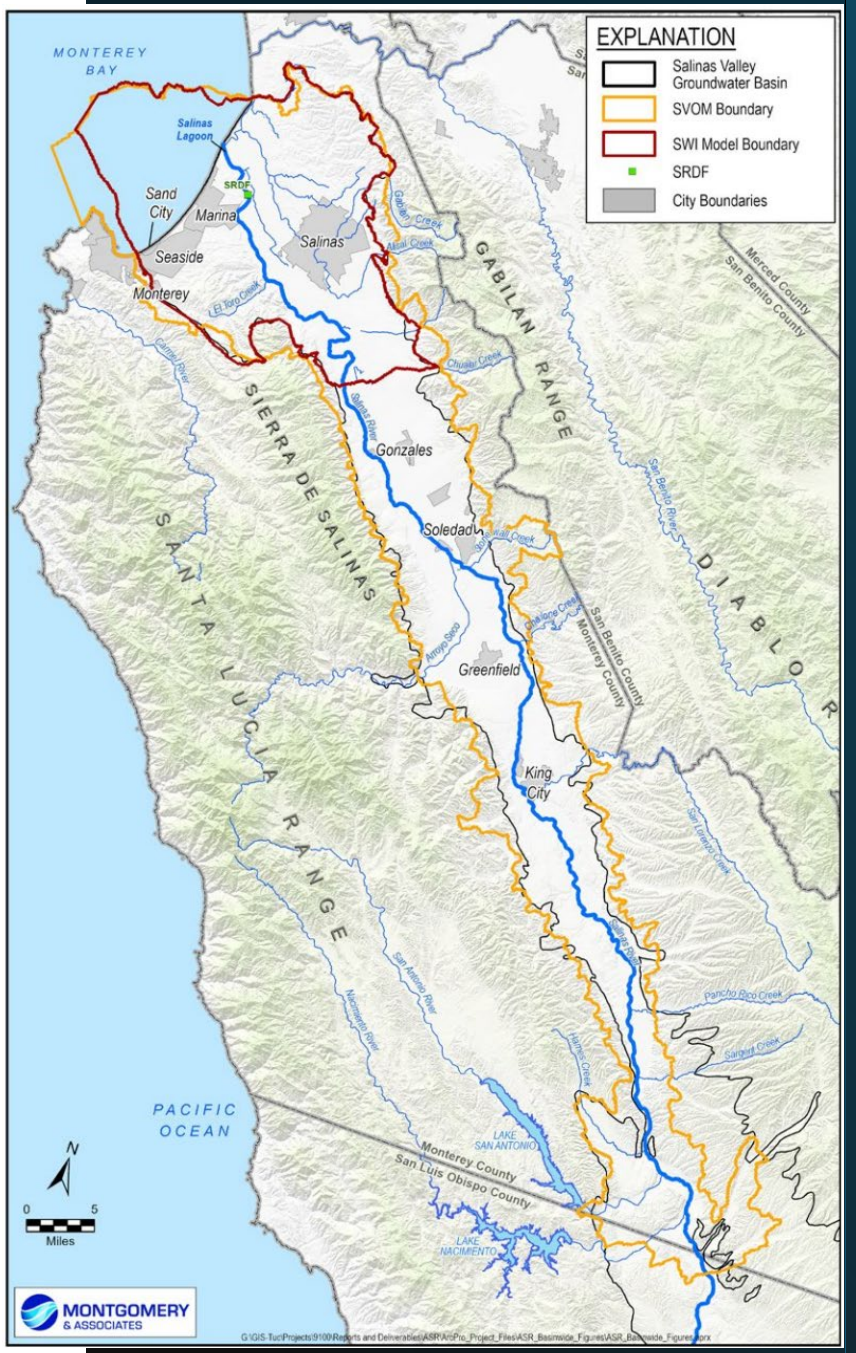
Salinas Valley Integrated Hydrologic Model (SVIHM)

- An "historical" model
- Active model domain extends from just below the reservoirs to Monterey Bay.
- Covers Zone 2C and aligns with DWR Bulletin 118 subbasin boundaries.
- Uses historical data on climate, land use, and reservoir releases to simulate water demands and surface water diversions.
- Simulates Water Years 1968-2022.



Salinas Valley Operational Model (SVOM)

- An "operational" model
- Same geographic extent and time frame as the SVIHM.
- Built on the SVIHM structure and calibration, with the addition of an embedded reservoir operations framework.
- Allows specified operational rules for the reservoirs.
- Can be used to simulate changed operations, future climate conditions, or new projects.



SVOM Data Components

The SVOM is constructed using a series of sub-models, each with a more focused data set and purpose.

This broad scope makes for a robust analytical tool, but one that is also computationally intensive.

Climate Model

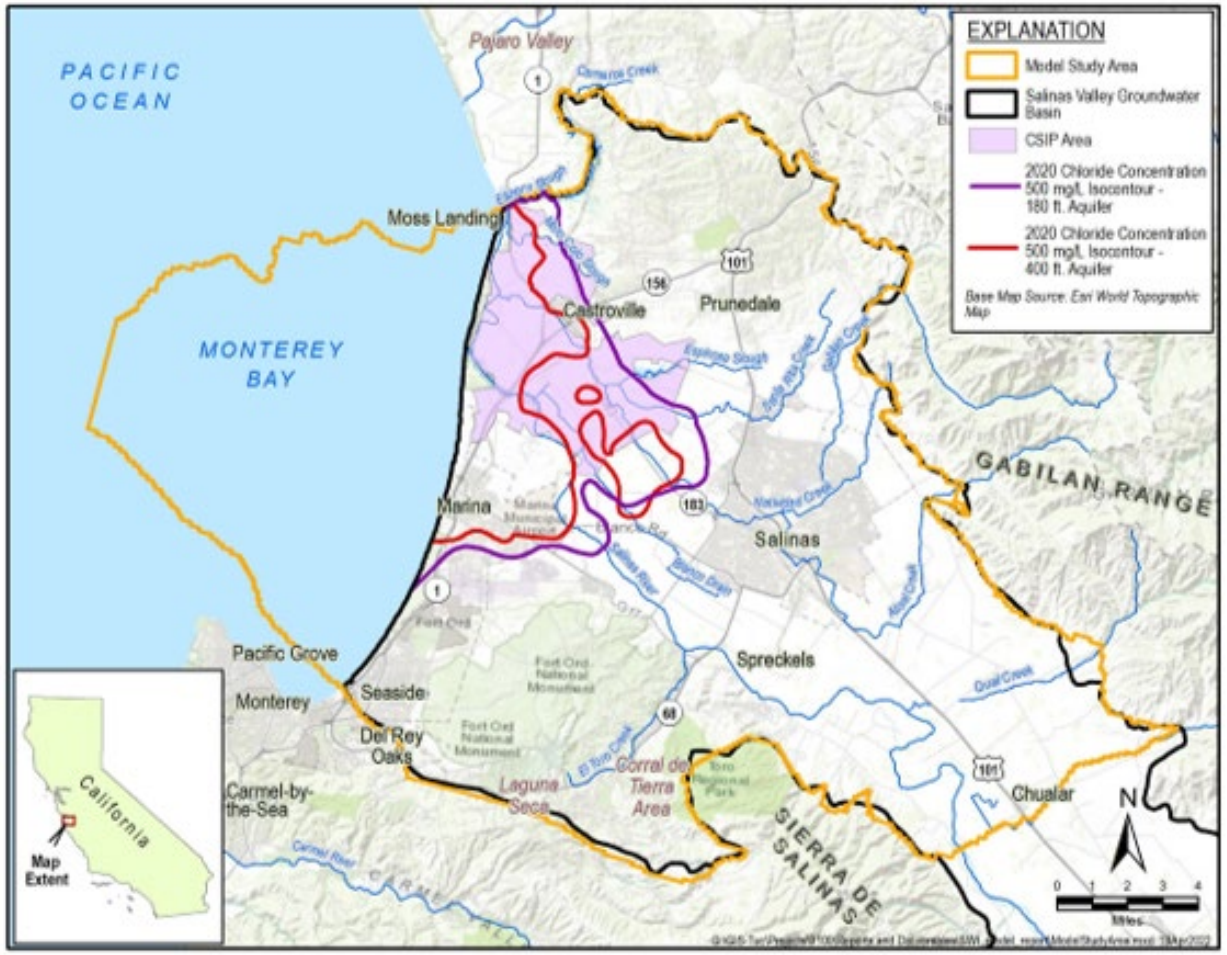
Watershed Model

Geologic Framework Model

Surface Water Operations Module

Seawater Intrusion Model (SWIM)

- The SWIM is a "flow and transport" model that can simulate the movement of seawater intrusion. It accounts for the density differences between fresh water, brackish water, and seawater.
- Model area covers the full extent of existing seawater intrusion within the Salinas Valley.
- Builds on the SVIHM, Monterey Subbasin Groundwater Flow Model, North Marina Groundwater Model, and Seaside Basin Model.
- The SWIM was calibrated to:
  - Groundwater levels
  - Chloride concentrations
  - Streamflow measurements
  - Geophysical data



More information at svbgsa.org/resources/groundwater-models/

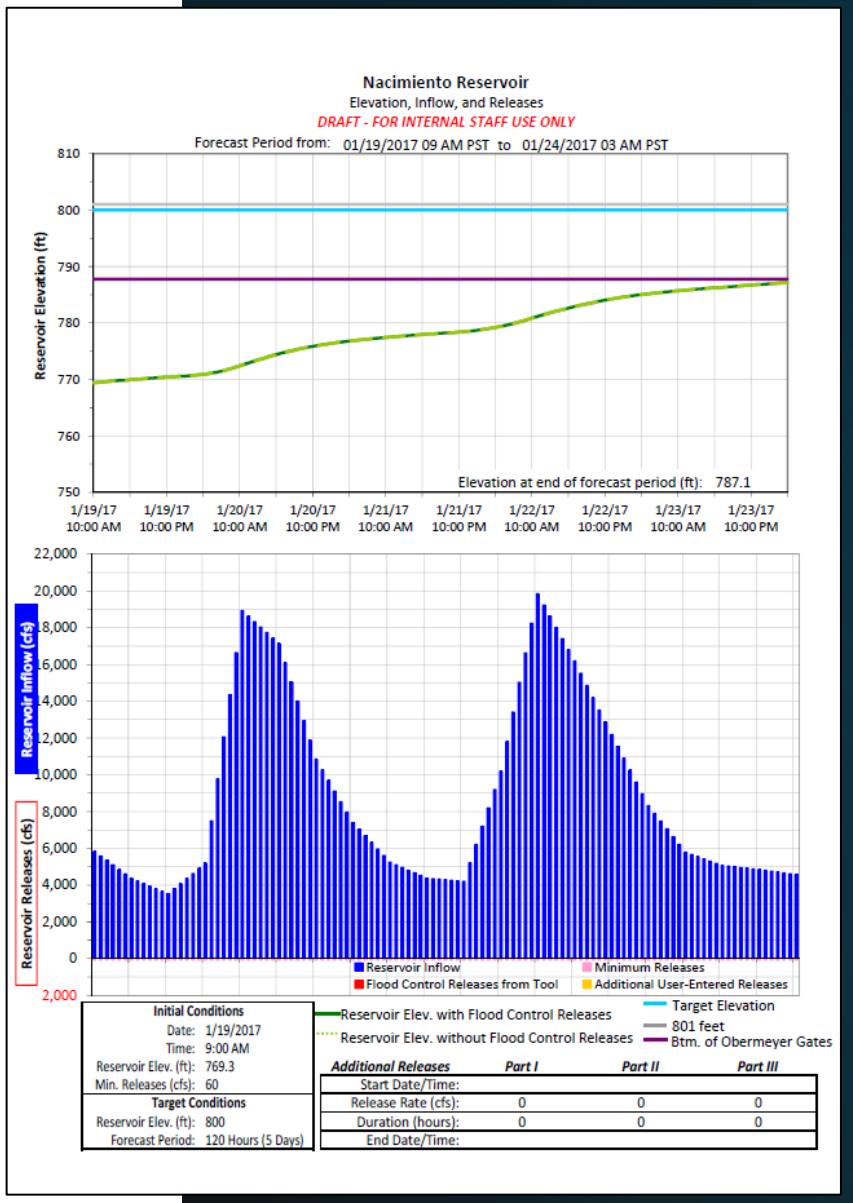
HEC-RAS model of Salinas River – flood inundation

- Flood inundation mapping tool being developed by FlowWest for the Agency.
- Will be used by Agency staff to produce maps of modeled flood conditions.
- These maps will support reservoir and flood warning operations.

Smaller Scale Models

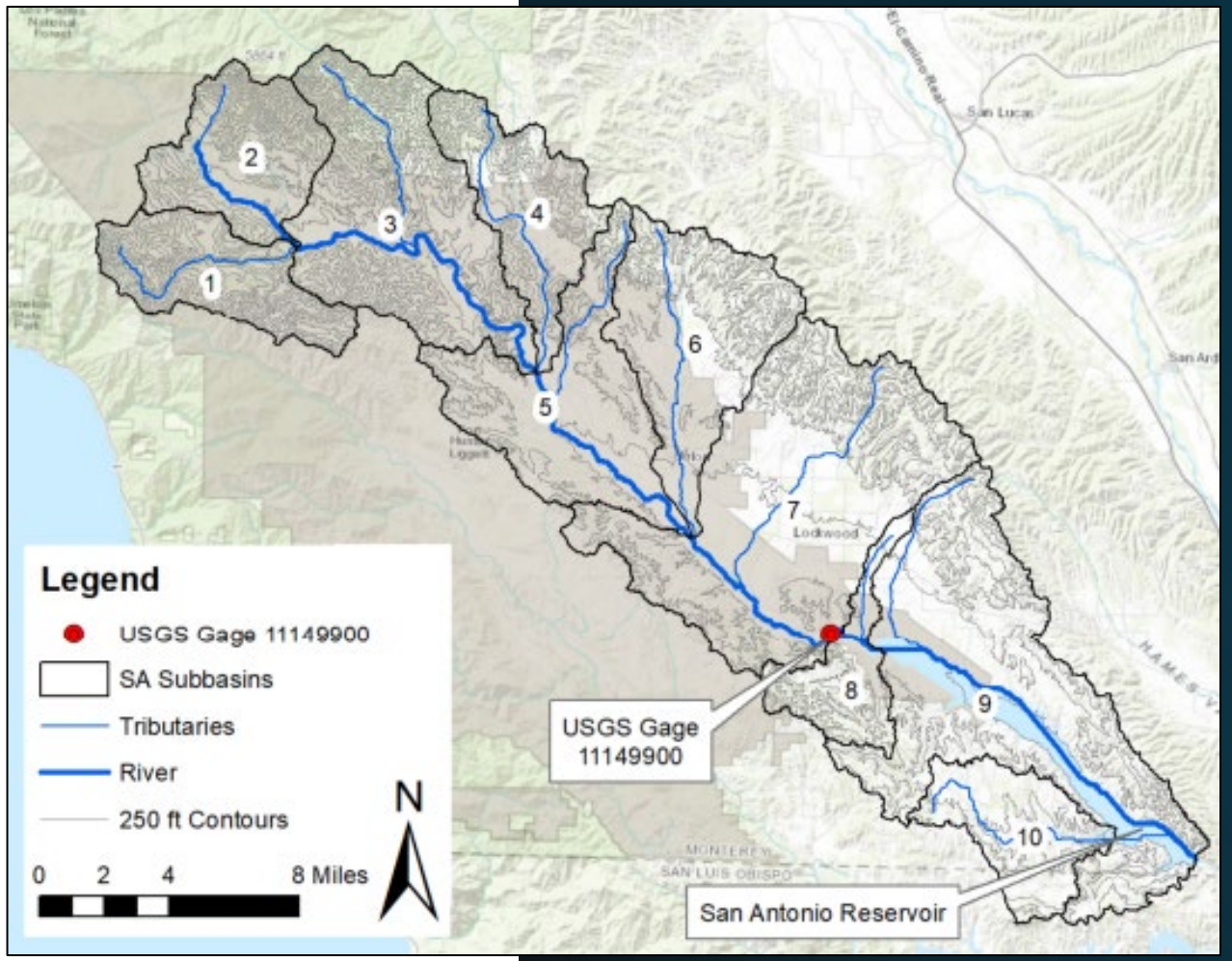
Smaller, less complex models that include a single location or smaller geographic area such as a smaller portion of a watershed or address less complex interactions

- San Antonio Dam Probable Maximum Flood (PMF)
- Critical Riffle Analysis
- Agency's Reservoir Release Schedule
- Agency's Reservoir Inflow/Outflow Spreadsheet model



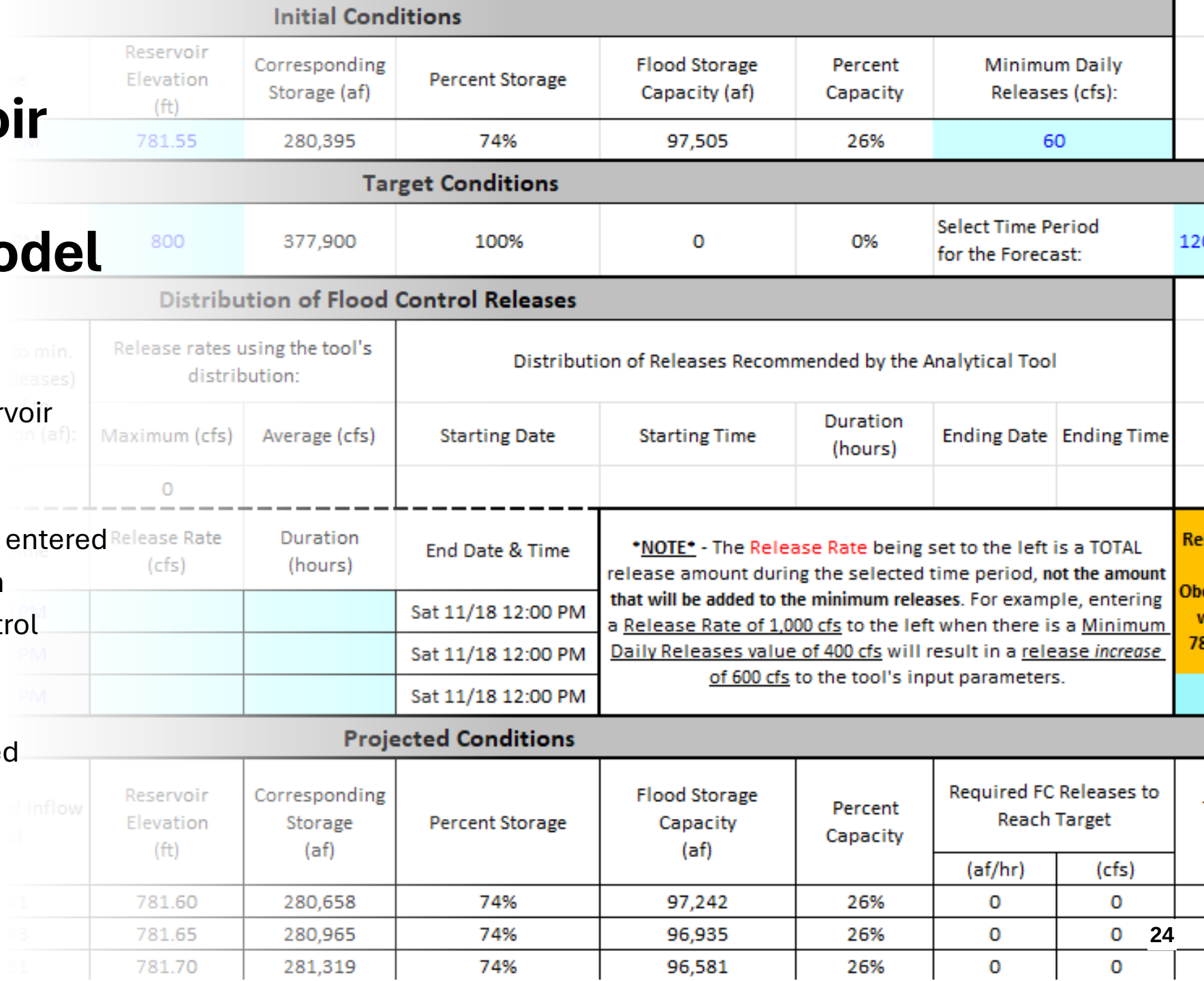
San Antonio Probably Maximum Flood (PMF) Model

- HEC-HMS based inflow hydrograph for San Antonio Reservoir
- Calibrated to the three largest flow events on record
  - March 1995
  - February 1998
  - January 2023
- Pending DSOD approval
- Will be basis for San Antonio Spillway redesign



Agency Reservoir Inflow/Outflow Spreadsheet Model

- Pulls data from CNRFC
  - River forecasts for reservoir inflow
- Starting conditions are hand entered
  - Water surface elevation
  - Hypothetical flood control releases
- Output is a graph of projected reservoir elevation



Initial Conditions

Reservoir Elevation (ft)	Corresponding Storage (af)	Percent Storage	Flood Storage Capacity (af)	Percent Capacity	Minimum Daily Releases (cfs):
781.55	280,395	74%	97,505	26%	60

Target Conditions

800	377,900	100%	0	0%	Select Time Period for the Forecast:

Distribution of Flood Control Releases

Release rates using the tool's distribution:		Distribution of Releases Recommended by the Analytical Tool				
Maximum (cfs)	Average (cfs)	Starting Date	Starting Time	Duration (hours)	Ending Date	Ending Time
0						

Release Rate (cfs)	Duration (hours)	End Date & Time
		Sat 11/18 12:00 PM
		Sat 11/18 12:00 PM
		Sat 11/18 12:00 PM

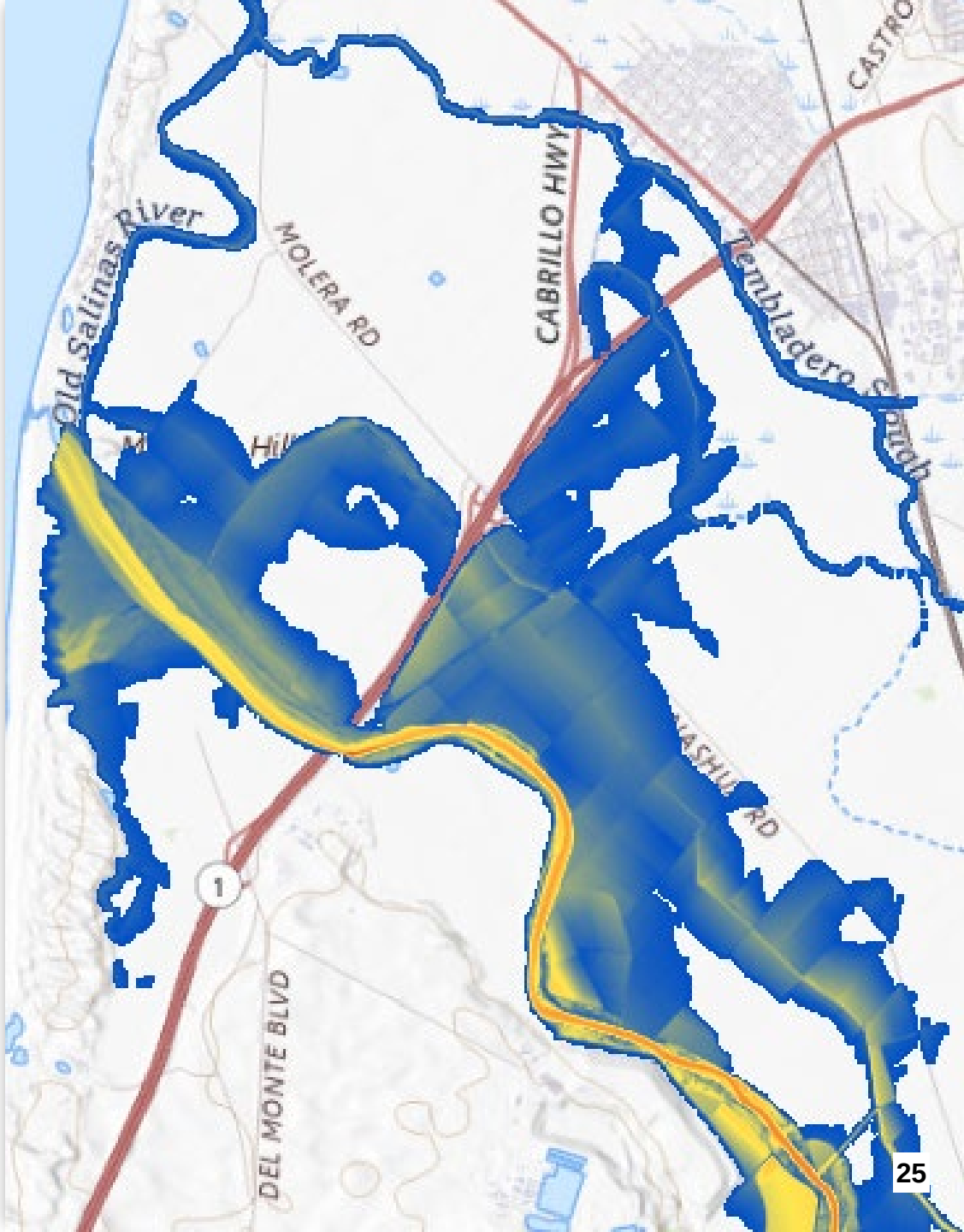
NOTE - The Release Rate being set to the left is a TOTAL release amount during the selected time period, **not the amount that will be added to the minimum releases**. For example, entering a Release Rate of 1,000 cfs to the left when there is a Minimum Daily Releases value of 400 cfs will result in a release *increase* of 600 cfs to the tool's input parameters.

Projected Conditions

Reservoir Elevation (ft)	Corresponding Storage (af)	Percent Storage	Flood Storage Capacity (af)	Percent Capacity	Required FC Releases to Reach Target	
					(af/hr)	(cfs)
781.60	280,658	74%	97,242	26%	0	0
781.65	280,965	74%	96,935	26%	0	0
781.70	281,319	74%	96,581	26%	0	0

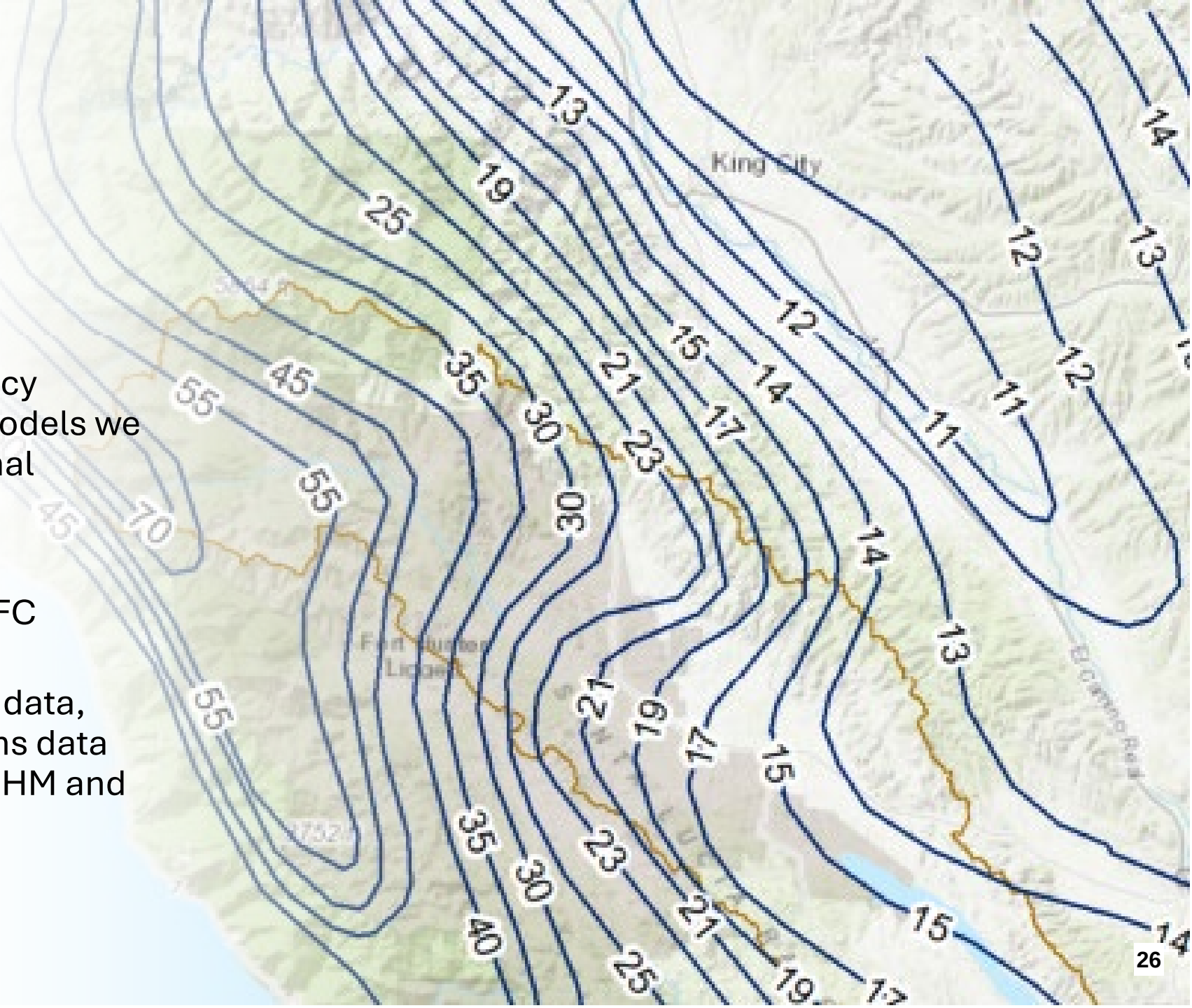
Why we need to update models in the future

- Models have inaccuracies but within established and accepted bounds. Refining and updating the data that inform models help to reduce uncertainties.
- Watersheds experience physical changes over time
  - Land use
  - Vegetation growth
  - Erosion/deposition
  - River movement within the floodplain
- Accurate topography is essential for models that predict surface flows or inundation areas.
- Reflecting a full range of historical hydrologic conditions and capturing current geologic understanding is essential.
- Updating model assumptions and including recent data helps keep the tools accurate, relevant, and reliable.



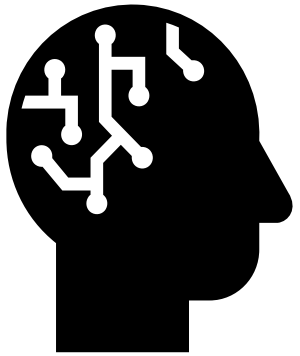
Importance of Agency's data collection

- Data collected by the Agency are used to calibrate the models we use, as well as other external models.
- Examples:
  - Rain data feed to CNRFC
  - Groundwater level, extraction, and quality data, and reservoir operations data are incorporated in SVIHM and SVOM, and SWIM
  - Well location data



Joint Technical Advisory Committee

- The SVBGSA established an ad hoc Groundwater Technical Advisory Committee (GTAC) to provide technical input on groundwater-related topics.
  - GTAC members are third-party experts with expertise in hydrology, hydrogeology, hydrological modeling, civil engineering or a related field.
- The Agency and SVBGSA are collaborating to expand the scope of the ad hoc group, so it is not limited to groundwater topics. With this change, there will be a renaming to the **Joint Technical Advisory Committee** (JTAC).
- The JTAC will:
  - ✓ Provide technical guidance and peer review on items such as integrated surface water-groundwater model development or updates, data gaps or data collection needs, or feasibility studies.
  - ✓ Convene at the request of Agency or SVBGSA staff on an as-needed basis.
  - ✓ Eliminate duplication of effort between agencies.
  - ✓ Minimize time required of JTAC subject matter experts.
  - ✓ Provide a more efficient and unified process for considering model applications and updates.



Artificial Intelligence (AI)

- AI has become more integrated in many aspects of modern life
  - Internet search results
  - Virtual assistants
  - Customer service
  - IOT and smart home devices
  - Medical diagnosis
  - Weather forecasting

- What is the difference between numerical hydrologic modeling and AI based modeling or forecasting?

- How are the two approached being used?

- Let's ask AI…
  - The next 4 slides are populated with content generated by Microsoft Copilot

🔬 Numerical Hydrologic Modeling

- **Foundation:** Built on physical laws (e.g., conservation of mass, energy, and momentum).
- **Inputs:** Rainfall, soil type, land use, topography, evaporation, infiltration, and channel hydraulics.
- **Approach:** Uses differential equations to simulate processes like runoff, streamflow, and groundwater recharge.
- **Strengths:**
  - Physically interpretable and explainable.
  - Can be applied to ungauged basins if physical parameters are known.
  - Useful for scenario testing (e.g., land-use change, climate change impacts).
- **Limitations:**
  - Requires extensive calibration and high-quality input data.
  - Computationally intensive, especially for large basins.
  - Struggles with uncertainty in complex or poorly understood processes

AI-Based Forecasting

- **Foundation:** Data-driven, using machine learning (ML) and deep learning (DL) algorithms such as **Artificial Neural Networks (ANNs), Long Short-Term Memory (LSTM), and Random Forests**.
- **Inputs:** Historical hydrologic data (rainfall, streamflow, temperature, soil moisture), often combined with satellite observations.
- **Approach:** Learns statistical relationships between inputs and outputs without explicitly modeling physics.
- **Strengths:**
  - Handles nonlinear and complex relationships better than traditional models.
  - Requires less domain-specific knowledge of physical processes.
  - Faster computation once trained, enabling real-time flood/drought forecasting.
  - Can integrate diverse data sources (remote sensing, climate models, IoT sensors).
- **Limitations:**
  - Often considered a “black box” with limited interpretability.
  - Performance depends heavily on the quality and quantity of training data.
  - May fail in extrapolation (e.g., predicting extreme events outside historical records)

Key Differences Between Numerical Hydrologic Models and AI-Based Forecasting

Aspect	Numerical Hydrologic Models	AI-Based Forecasting
Basis	Physics & equations	Data-driven learning
Interpretability	High (process-based)	Low (black-box)
Data Needs	Physical parameters + climate inputs	Large historical datasets
Flexibility	Limited to modeled processes	Can adapt to diverse datasets
Computation	Often intensive	Fast once trained
Extrapolation ability	Strong (if physics known)	Weak (outside training range)
Use cases	Scenario analysis, climate change impacts	Real-time flood/drought forecasting

Can the approaches be integrated?

🌎 Integration Trend

- Modern hydrology increasingly uses **hybrid approaches** that combine numerical models with AI. For example:
- AI can **calibrate parameters** in physics-based models.
- Numerical models provide **physical constraints** to improve AI interpretability.
- Together, they enhance **accuracy, robustness, and trustworthiness** in hydrologic predictions

County of Monterey

Item No.4

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

Board Report

Legistar File Number: WRAG 26-163

May 18, 2026

Introduced: 5/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

ALERT Users Group Conference Participation by Flood Warning and Reservoir Operations Staff. (Staff: Jason Demers and Joey Klein)

County of Monterey

Item No.5

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

Board Report

Legistar File Number: WRAG 26-144

May 18, 2026

Introduced: 5/5/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Approve the Action Minutes of the Board of Directors meeting held on April 20, 2026.

County of Monterey

Cayenne Room
1441 Schilling Place
Salinas Ca. 93901

Meeting Minutes - Draft

Monday, April 20, 2026

12:00 PM

Cayenne Conference Room
1441 Schilling Place, Salinas, CA 93901

Water Resources Agency Board of Directors

Matt Simis – Chair
Jason Smith – Vice-Chair
Mike LeBarre
Mark Gonzalez
Deidre Sullivan
Ken Ekelund
Mike Scattini
John Baillie
Jon Conatser

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtmldivision=2.&chapter=9.&part=1.&lawCode=GOV&title=5

Participation in meetings:
You may attend the Board of Directors 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/91450374062, password 669097
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

PLEASE NOTE: IF ALL 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 MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

Enter this Meeting ID number: 914 5037 4062, PASSWORD: 669097. Please note there is no Participant Code, you will just press # 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.

3. If you choose not to attend the Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Friday before the meeting. Please submit your comment to the Secretary of the Board at WRApubliccomment@countyofmonterey.gov. In an effort to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting date (i.e. Board of Directors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

4. ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Water Resources Agency Office the Thursday prior to the Board of Directors meeting.

Participacion en Reuniones:
Puede asistir a la reunion de la Junta Directiva a traves de los siguientes metodos:
1. Podar asistir personalmente a la reunion; o,

2. Para participar por ZOOM, por favor únase for audio de computadora por:
https://montereycty.zoom.us/j/91450374062, Codigo: 669097
O para participar for teléfono, llame a cualquiera de los números a continuación:
+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

POR FAVOR TENGA EN CUENTA: SI TODOS LOS MIEMBROS DEL COMITÉ ESTÁN PRESENTES EN PERSONA, EL ACCESO POR ZOOM ES SOLO POR CONVENIENCIA Y NO ES LEGALMENTE REQUERIDO. SI SE PIERDE LA SEÑAL DE ZOOM, LA REUNIÓN PUEDE PAUSARSE BREVE PERO PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

Cuando se le solicite, ingrese este número de reunión: 914 5037 4062, Codigo: 669097. Por favor tenga en cuenta no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.Se le colocará en la reunion como asistente; cuando deseé hacer un comentario público si esta unido por la computadora utilize la opción de levantar la mano en el chat de la pantalla; o
por teléfono presione *9 en su teclado de telefono.

3. Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envie su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion.. Envie su comentario a la Secretaria de la Junta al correo electronico WRApubliccomment@countyofmonterey.gov. Para ayudar a la Secretaria a idenficar el artículo de la agenda relacionado con su comentario, por favor indique en la linea de asunto del correo electronico la fecha de la reunion (ejemplo, la Agenda de la Junta Directiva) y el número de artículo (ejemplo, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.
4. Formatos Alternativos de Agenda: si se solicita, la agenda estar disponsible en formatos alternativos apropiados para personas con discapacidad, segun lo requerido por la Seccion 202 de la Ley de Estadounidenses con Discapacidades de 1990 (42 USC Sec. 12132) y las normas y regulaciones federales adoptadas para su implementacion. Las personas con discapacidad que reuieran una modificacion o adaptacion, includios ayudas o servicios auxiliares, para poder participar en la reunion publica pueden hacer estas solicitiudes a la Agencia de Recursos Hidricos el Lunes antes de la reunion.

Note: All numbered agenda titles related to agenda are live web links. Click on the link to be directed to corresponding item.

Call to Order at 12:00 P.M.

The Meeting was called to order at 12:00pm.

Roll Call

Present: Matt Simis, Jason Smith, Mark Gonzalez, Jon Conatser, John Baillie, Deidre Sullivan, Mike Scattini (arrived 12:15pm) Mike LeBarre, Ken Ekelund
Absent: None

Public Comments on Closed Session Items

None

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:
   a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
      i. Mario Gonzalez, et al. v. State of California, et al., Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CVOOO428; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

ii. *City of Marina vs. RMC Lonestar, et al.,* Monterey County Superior case No. 20CV001387.

iii. *Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al.* (San Luis Obispo Superior Court Case No. 19CVP-0010)

b. Pursuant to Government Code section 54957(b)(1), the Board will consider the performance of the General Manager of the Water Resources Agency.

Recess to Closed Session

The Board of Directors recessed to Closed Session at 12:02pm.

Reconvene Meeting at 1:00 P.M.

The Meeting reconvened at 1:03pm. Due to technical issues meeting resumed at 1:25pm.

Pledge of Allegiance

Additions and Corrections by the Clerk

Action Item #13 will be pulled and heard as first order of business.

Public Comment

None

Presentations

2. Update on the San Antonio Dam Spillway Project. (Staff: Elise Harden)

Director Comments: Mark Gonzalez
Public Comments: Bill Lipe

3. Review of the 2025 August Trough Groundwater Elevation Contour Maps. (Staff: Guillermo Diaz-Moreno)

Director Comments: Matt Simis
Public Comments: Bill Lipe, Dennis LeBow

4. Review of the 2025 Seawater Intrusion Contour Maps. (Staff: Amy Woodrow)

Director Comments: Deidre Sullivan, Ken Ekelund, John Baillie
Public Comments: Nancy Isakson, Chris Bunn

5. Review of the 2025 Annual Groundwater Level Contours and Cumulative Change Chart. (Staff: Guillermo Diaz-Moreno)

Director Comments: Deidre Sullivan, John Baillie
Public Comments: Chris Bunn, Bill Lipe

Consent Calendar

Upon Motion by Director Ken Ekelund and Second by Director Deidre Sullivan approved the Consent Calendar.

Ayes: Mike LeBarre, Matt Simis, Ken Ekelund, Deidre Sullivan, John Baillie, Jon Conatser, Mark Gonzalez
Noes: None
Absent: Jason Smith, Mike Scattini
Abstained: None
Recused: None

Director Comments: None
Public Comments: None

6. Approve the Action Minutes of the Board of Directors meeting held on March 16, 2026.

7. Authorize the General Manager to execute an Agreement for Services with One Water Econ, LLP to complete the Dam Materiality General Benefits Study; and authorize the General Manager to execute up to three amendments to this Agreement where the total amendments do not exceed 10% of the contract amount, do not significantly change the scope of work, and do not exceed a maximum aggregate amount of $209,673. (Staff: Amy Woodrow)

8. Recommend that the Board of Supervisors of the Monterey County Water Resources Agency:

a. Approve and authorize the General Manager of the Water Resources Agency to accept donation of monitoring wells ES-1A valued at $350,806; ES-1B valued at $152,388; ES-1C valued at $92,109; ES-ISW-1 valued at $38,110; F-DA-1 valued at $350,806; F-ISW-1 valued at $74,528; F-ISW-2 valued at $43,133; F-ISW-3 valued at $43,133; L-GWL-1 valued at $67,244; L-GWL-4 valued at $127,272; UV-GWL-2 valued at $200,109; UV-GWL-3 valued at $149,877; and UV-ISW-2 valued at $43,133 from the Salinas Valley Basin Groundwater Sustainability Agency;

b. Authorize the General Manager of the Water Resources Agency to enter into Agreements to Convey Ownership in Monitoring Wells ES-1A, ES-1B, ES-1C, ES-ISW-1, F-DA-1, F-ISW-1, F-ISW-2, F-ISW-3, L-GWL-1, L-GWL4, UV-GWL-2, UV-GWL-3, and UV-ISW-2; and

c. Authorize the Water Resources Agency to use monitoring wells ES-1A, ES-1B, ES-1C, ES-ISW-1, F-DA-1, F-ISW-1, F-ISW-2, F-ISW-3, L-GWL-1, L-GWL-4, UV-GWL-2, UV-GWL-3, and UV-ISW-2 for implementation of its Groundwater Monitoring Program.

9. Approve an Agreement for Services with FlowWest in the amount not to exceed $60,000 to perform a study of flood reduction benefits related to the presence of Nacimiento and San Antonio Dams; and authorize the General Manager to execute the amendment. (Staff: Jason Demers)

Action Items

10. Consider adopting a release schedule for Nacimiento and San Antonio reservoirs for 2026. (Staff: Joseph Klein)

Upon Motion by Director Mike LeBarre Second by John Baillie the Board approved the release schedule for Nacimiento and San Antonio reservoirs 2026.

Ayes: Mike LeBarre, John Baillie, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Matt Simis, Jon Conatser
Noes: None
Absent: Jason Smith, Mike Scattini
Abstained: None
Recused: None

Director Comments: John Baillie, Mike LeBarre
Public Comments: Chris Bunn

11. Public hearing to consider recommending the Monterey County Water Resources Agency Board of Supervisors:

a. Adopt a resolution approving the Fiscal Year 2026-27 (FY27) Zone 2B Water Delivery charge of $100.24 per acre-foot (AF) of water delivered for Zone 2B for the Castroville Seawater Intrusion Project (CSIP) and the Salinas Valley Reclamation Project (SVRP); and
b. Adopt a resolution approving the Fiscal Year 2026-27 (FY27) Zone 2B Water Service charge of $113.57 per acre-foot (AF) of water delivered for Zone 2B for the Salinas River Diversion Facility (SRDF); and
c. Notice and hold a public hearing on May 19, 2026, at 10:30 a.m. to consider approving and adopting the rate change; and
d. Direct the Clerk of the Board of Supervisors to publish a hearing notice once a week for two consecutive weeks prior to the date set for the public hearing by Board of Supervisors.

Upon Motion by Director Mike LeBarre Second by Ken Ekelund the Board approved the Public hearing to consider recommending the Monterey County Water Resources Agency Board of Supervisors adopt a resolution approving the Fiscal Year 2026-2027 Water Delivery charges for Zone 2B CSIP and Zone 2B
SRDF.

Ayes: Mike LeBarre, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Matt Simis, Jon Conatser
Noes: John Baillie
Absent: Jason Smith, Mike Scattini
Abstained: None
Recused: None

Director Comments: John Baillie, Mike LeBarre, Ken Ekelund

Public Comments: Chris Bunn, Bill Lipe

12. Consider recommending the Monterey County Water Resources Agency Board of Directors that the Monterey County Water Resources Agency Board of Supervisors:

a. Approve and adopt the Fiscal Year 2026-27 (FY27) cost-of-living adjustment (COLA) increase of 2.5% to the assessment charges of Zones 1, 1A, 2B, 2C,2Y, 2Z, 8, 9, 12, and 17;
and
b. Set and hold a public hearing at 10:30 AM on May 19, 2026, to consider approving and adopting the assessment rate and charges; and
c. Direct the Clerk of the Board of Supervisors to publish a hearing notice once a week for two consecutive weeks prior to the date set for the hearing.

Upon Motion by Director Ken Ekelund Second by Mark Gonzalez the Board approved recommending the Monterey County Water Resources Agency Board of Supervisors approve and adopt the Fiscal Year 2026-27 cost of living adjustment (COLA) increase of 2.5% to the assessment charges of Zones 1, 1A, 2B, 2C, 2Y, 2Z, 8, 9, 12, and 17. Set and hold a public hearing at 10:30am on May 19, 2026 to consider approving and adopting assessment charges.

Ayes: Mike LeBarre, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Matt Simis, Jon Conatser
Noes: None
Absent: Jason Smith, Mike Scattini, John Baillie
Abstained: None
Recused: None

Director Comments: None
Public Comments: Chris Bunn

13. The Board of Directors to consider recommendation from the Finance & Administration Committee to transfer $200,000 of hydroelectric revenue from Fund 1508 to Fund 1509, the Castroville Seawater Intrusion Project. (Staff: Ara Azhderian)

Upon Motion by Director John Baillie Second by Mike Scattini the Board approved recommendation from the Finance & Administration Committee to transfer $200,000 of hydroelectric revenue from Fund 1508 to Fund 1509, the Castroville Seawater Intrusion Project.

Ayes: Mike LeBarre, John Baillie, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Matt Simis, Jon Conatser, Jason Smith, Mike Scattini
Noes: None
Absent: None
Abstained: None
Recused: None

Director Comments: John Baillie, Mike LeBarre, Mike Scattini, Mark Gonzalez, Matt Simis, Jason Smith, Ken Ekelund
Public Comments: Chris Bunn, Nancy Isakson

14. Consider recommending the Monterey County Water Resources Agency Board of Supervisors adopt a resolution approving the Monterey County Water Resources Agency Fiscal Year 2026-27 (FY27) Recommended Budget. (Staff: Nan Kim)

Upon Motion by Director Marl Gonzalez Second by Deidre Sullivan the Board approved recommending the Monterey County Water Resources Agency Board of Supervisors adopt a resolution approving the Monterey County Water Resources Agency Fiscal Year 2026-27 Recommended Budget.

Ayes: Mike LeBarre, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Matt Simis, Jon Conatser
Noes: None
Absent: Jason Smith, Mike Scattini, John Baillie
Abstained: None
Recused: None

Director Comments: Mark Gonzalez, Mike LeBarre, Deidre Sullivan, Ken Ekelund
Public Comments: None

Key Information and Calendar of Events

15. May 2026 Calendar

Director Comments: None
Public Comments: None

General Manager's Report

Director Comments: None
Public Comments: None

16. 1. Personnel
2. Groundwater Monitoring Program
3. SVBGSA Advisory Committee Update
4. Strategic Plan Update

Committee Reports

Director Comments: None
Public Comments: None

17. Committee Agenda's for March and April 2026.

Informational Items

Director Comments: None
Public Comments: None

18. Reservoir Storage and Release Update. (Staff: Joseph Klein)

Correspondence

Director Comments: None
Public Comments: None

19. Correspondence dated March 19, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency.
From Soren Nelson, Senior Policy Advocate, Association of CA Water Agencies.
Re: AB 2180 Support

Board of Directors Comments

Mark Gonzalez, Ken Ekelund, Matt Simis

Adjournment

The Meeting adjourned at 4:15pm.

Addenda/Supplemental

Language added to Item No.1 Closed Session
Added Item iii under Item No. 1 Closed Session a. ii

County of Monterey

Board Report

Legistar File Number: WRAG 26-145

Item No.6

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

May 18, 2026

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through March 31, 2026. (Staff: Nora Cervantes)

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through March 31, 2026.

RECOMMENDATION:
It is recommended that the Monterey County Water Resources Agency Board of Directors:

Receive Monterey County Water Resources Agency FY 2025-26 Financial Status Report through March 31, 2026.

SUMMARY/DISCUSSION:
The Monterey County Water Resources Agency (Agency) FY 2025-2026 (FY26) Budget was adopted with totals of $43.21 million in expenditure and $38.43 million in revenue. In September 2025, the Budget was amended to increase its appropriations by $400,000 and to increase revenue by $1,001,606 for Groundwater Monitoring Program expenses and revenues. The FY26 Amended Budget totals $43.61 million in expenses and $39.44 million in revenue.

Agency's total actual revenue received between July 1, 2025, through March 31, 2026, was $19.86 million, which includes special assessments of $11.95 million, grant payments of $1.6 million, grazing lease & interest payment of $0.96 million and $1.57 million of Water Delivery and Service fee payments. The total revenue received was 50.4% of FY26 revenue budget.

Total actual expenditures during the reporting period were $26.93 million. Of the total expenditure, $6.06 million was salaries and benefits, $13.32 million was contractor/professional services, $1.75 million was for SVWP bond payments and $1.83 million was for insurances. The total expenditure through March 31, 2026 was 62% of FY26 budgeted expenditure of $43.61 million.

Summary of Agency's consolidated fund balance estimate for FY26 is as follows:

	Amended Budget	**Year-To-Date Amount**
FY26 Beg. Fund Balance	$23,203,938	$23,203,938
FY26 Revenues	39,437,673	19,864,118
FY26 Expenditures	(43,605,541)	-26,938,779
FY26 Fund Balance (use)	(4,167,868)	
FY26 Est. Available Fund Balance	**$19,035,676**	**$16,129,277**

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
There is no financial impact for receiving this report.

At the meeting on September 16, 2025, the Agency Board of Supervisors approved a budget amendment of the FY26 Adopted Budget to increase its appropriations by $400,000 and to increase revenue by $199,070, funded by grant revenue and payment of $802,536, financed via a Master Agreement for Professional Services with the Salinas Valley Basin Groundwater Sustainability Agency.

Monthly and quarterly financial reports reflect budgetary changes resulting from the amendment starting October 1 Accounting Period 4.

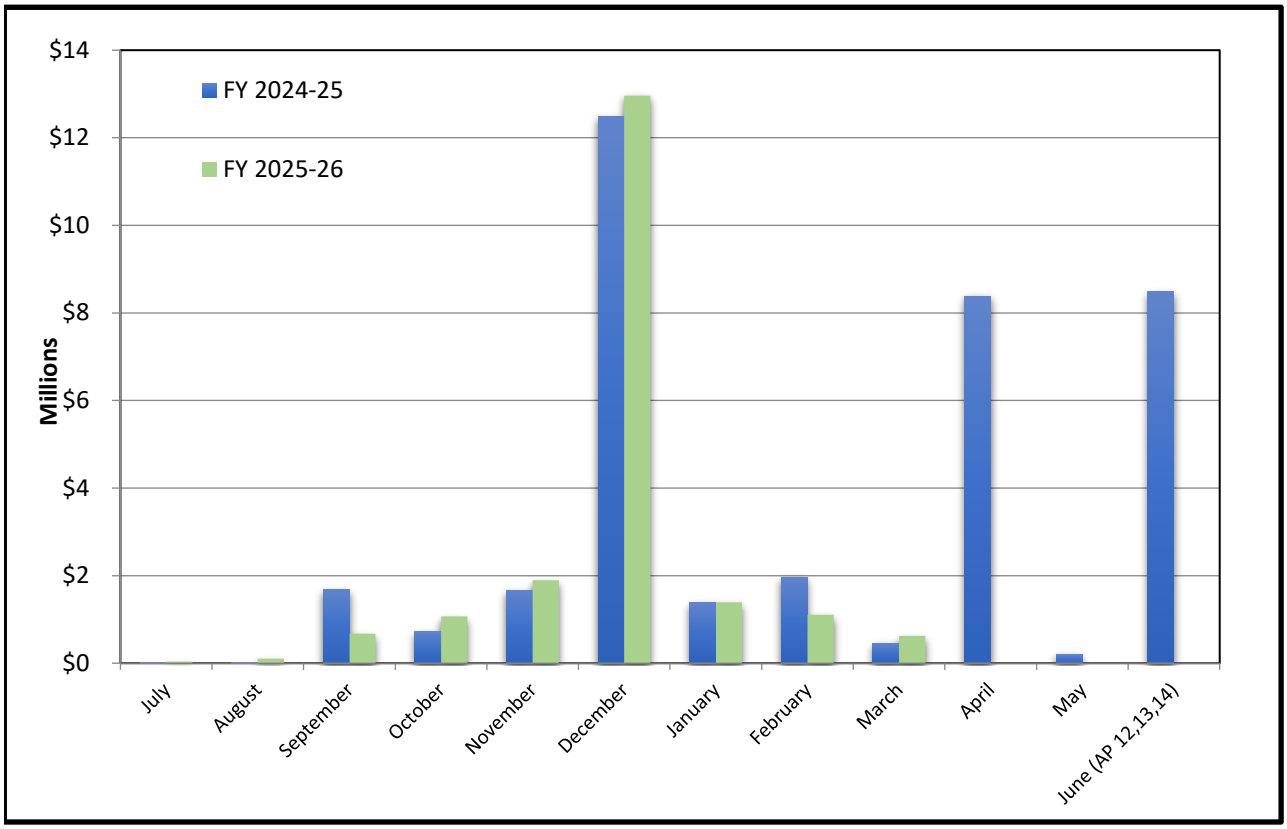
Prepared by: Nora Cervantes, Accountant III, (831) 755-5325
Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:
FY26 Financial Status Report through March 31, 2026

Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

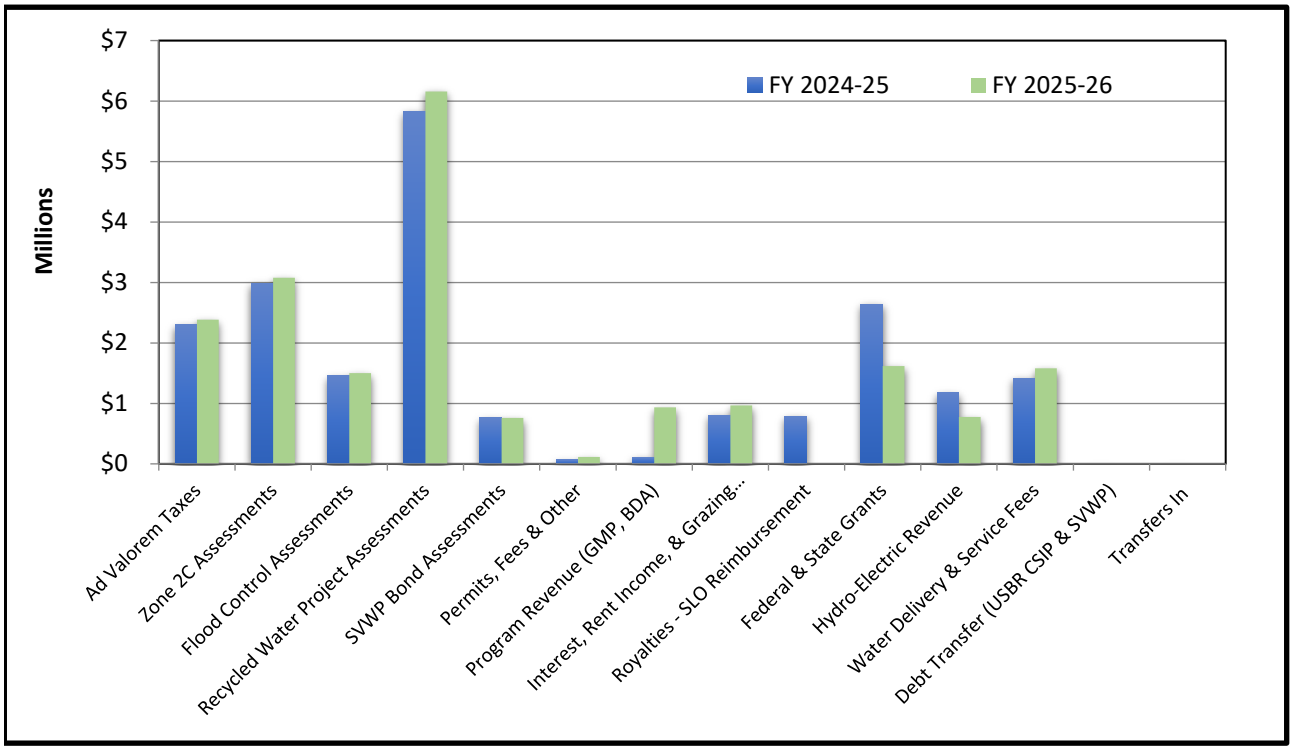
Q3 YTD Actual Revenues

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%	103,344	0.3%
September	1,681,142	4.0%	677,465	1.7%
October	715,871	5.7%	1,069,550	2.7%
November	1,652,130	9.6%	1,896,697	4.8%
December	12,483,369	39.2%	12,957,042	32.9%
January	1,382,720	42.5%	1,390,617	3.5%
February	1,962,815	47.2%	1,105,999	2.8%
March	458,368	48.3%	626,552	1.6%
April	8,382,106	68.2%	-	
May	202,616	68.6%	-	
June (AP 12,13,14)	8,481,362	88.8%	-	
YEAR TO DATE ACTUAL:	**37,413,571**	**88.8%**	**19,864,118**	**50.4%**
Budgeted Amount	**42,154,850**		**39,437,279**	



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT
Q3 YTD Revenues by Source

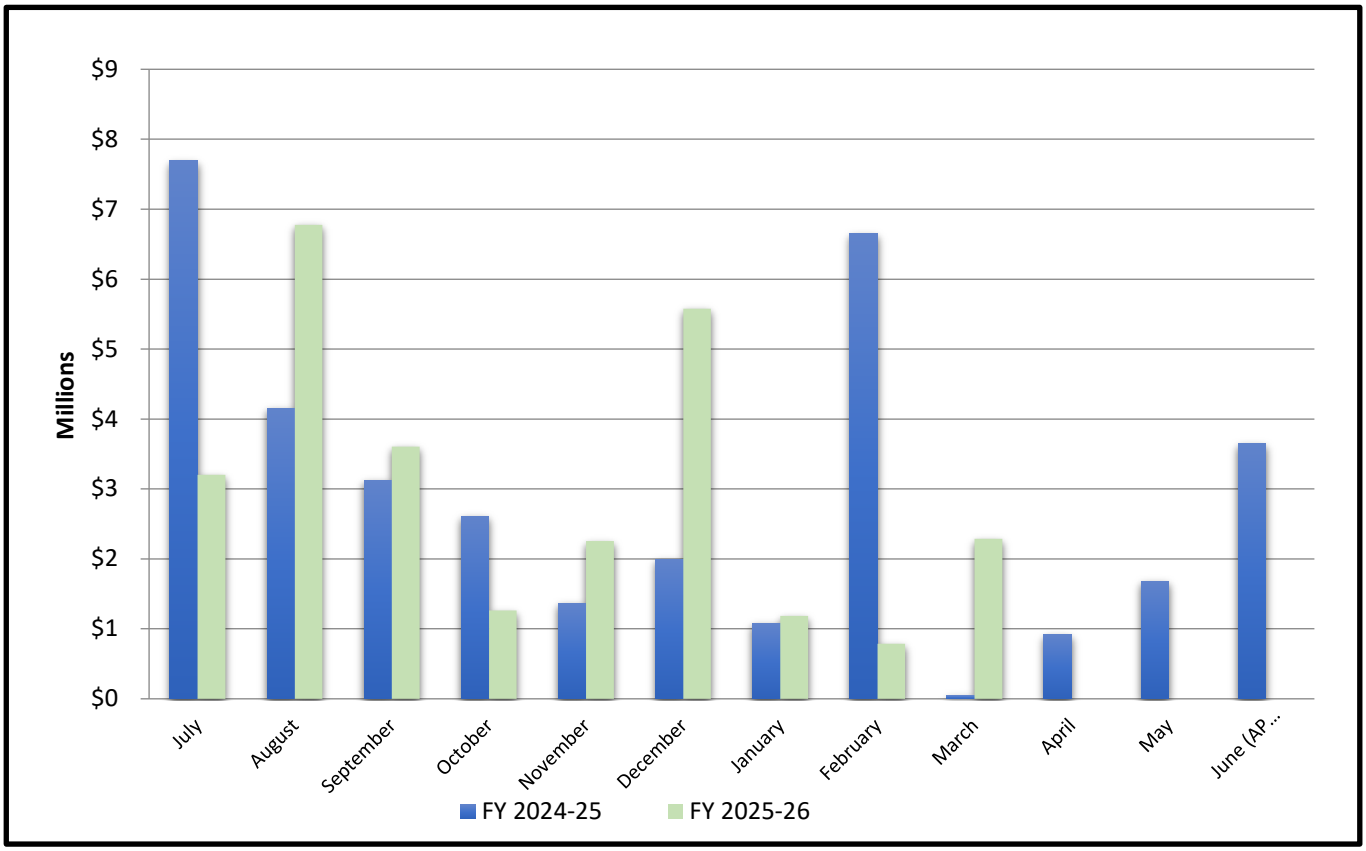
Through Accounting Period 9 - Mar 31		
.	FY 2024-25	FY 2025-26
Ad Valorem Taxes	2,297,425	2,383,759
Zone 2C Assessments	2,983,939	3,077,217
Flood Control Assessments	1,460,418	1,502,314
Recycled Water Project Assessments	5,830,691	6,156,953
SVWP Bond Assessments	764,379	759,413
Permits, Fees & Other	71,518	111,927
Program Revenue (GMP, BDA)	110,300	934,501
Interest, Rent Income, & Grazing Leases	807,047	966,745
Royalties - SLO Reimbursement	786,699	0
Federal & State Grants	2,642,499	1,615,474
Hydro-Electric Revenue	1,177,156	776,945
Water Delivery & Service Fees	1,415,417	1,578,870
Debt Transfer (USBR CSIP & SVWP)	0	0
Transfers In	0	0
YEAR TO DATE TOTAL:	**20,347,487**	**19,864,118**



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

Q3 YTD Actual Expenditures

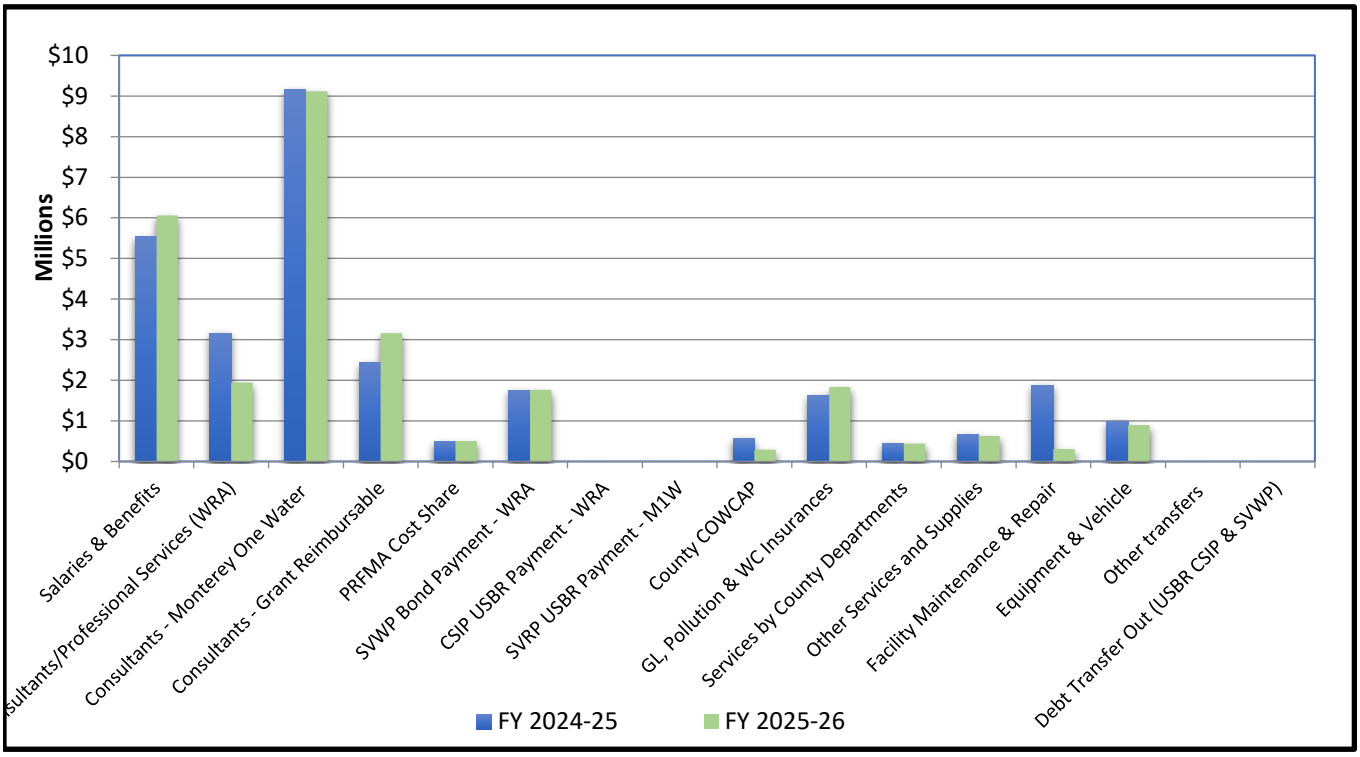
Month By Month Expenditures				
	FY 2024-25	% Expended	FY 2025-26	% Expended
July	7,692,836	15.8%	3,202,490	7.3%
August	4,149,850	24.3%	6,774,328	15.5%
September	3,125,338	30.7%	3,607,164	8.3%
October	2,612,806	36.1%	1,260,916	2.9%
November	1,364,959	38.9%	2,254,543	5.2%
December	1,996,632	43.0%	5,577,926	12.8%
January	1,076,537	45.2%	1,183,757	2.7%
February	6,650,206	58.8%	788,638	1.8%
March	49,849	58.9%	2,289,018	5.2%
April	918,854	60.8%	-	
May	1,681,153	64.2%	-	
June (AP 12,13,14)	3,650,742	71.7%	-	
YEAR TO DATE ACTUAL:	**34,969,763**	**71.7%**	**26,938,779**	**61.8%**
Budgeted Amount	**48,759,795**		**43,605,541**	



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

Q3 YTD Expenditures by Type

Through Accounting Period 9 - Mar 31		
	FY 2024-25	FY 2025-26
Salaries & Benefits	5,528,744	6,060,100
Consultants/Professional Services (WRA)	3,157,047	1,947,895
Consultants - Monterey One Water	9,163,033	9,114,619
Consultants - Grant Reimbursable	2,440,774	3,160,059
PRFMA Cost Share	491,511	503,307
SVWP Bond Payment - WRA	1,756,213	1,759,713
CSIP USBR Payment - WRA	-	0
SVRP USBR Payment - M1W	-	0
County COWCAP	573,662	292,183
GL, Pollution & WC Insurances	1,624,381	1,835,370
Services by County Departments	441,130	442,789
Other Services and Supplies	673,303	625,645
Facility Maintenance & Repair	1,880,529	302,386
Equipment & Vehicle	988,687	894,714
Other transfers	-	0
Debt Transfer Out (USBR CSIP & SVWP)	-	0
YEAR TO DATE TOTAL:	**28,719,013**	**26,938,779**

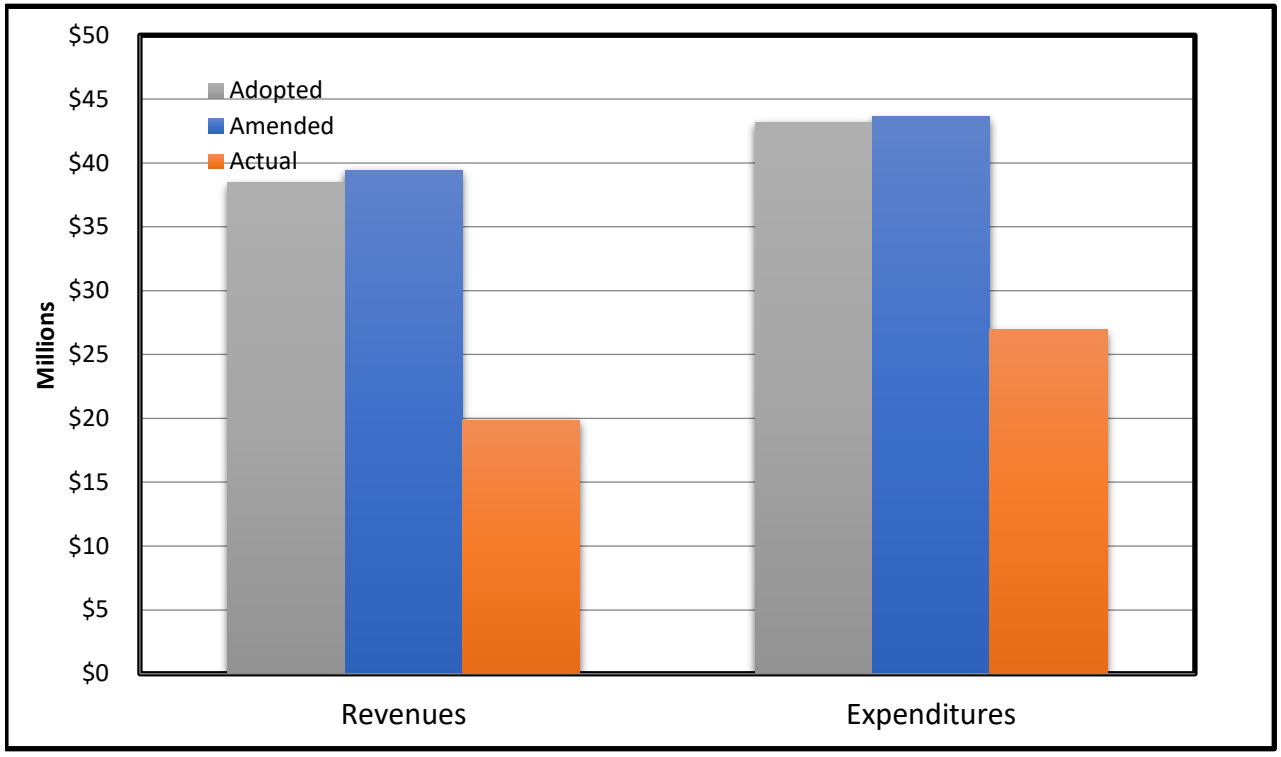


MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT

For Q3 Ending: March 31, 2026

Budget Variance Analysis

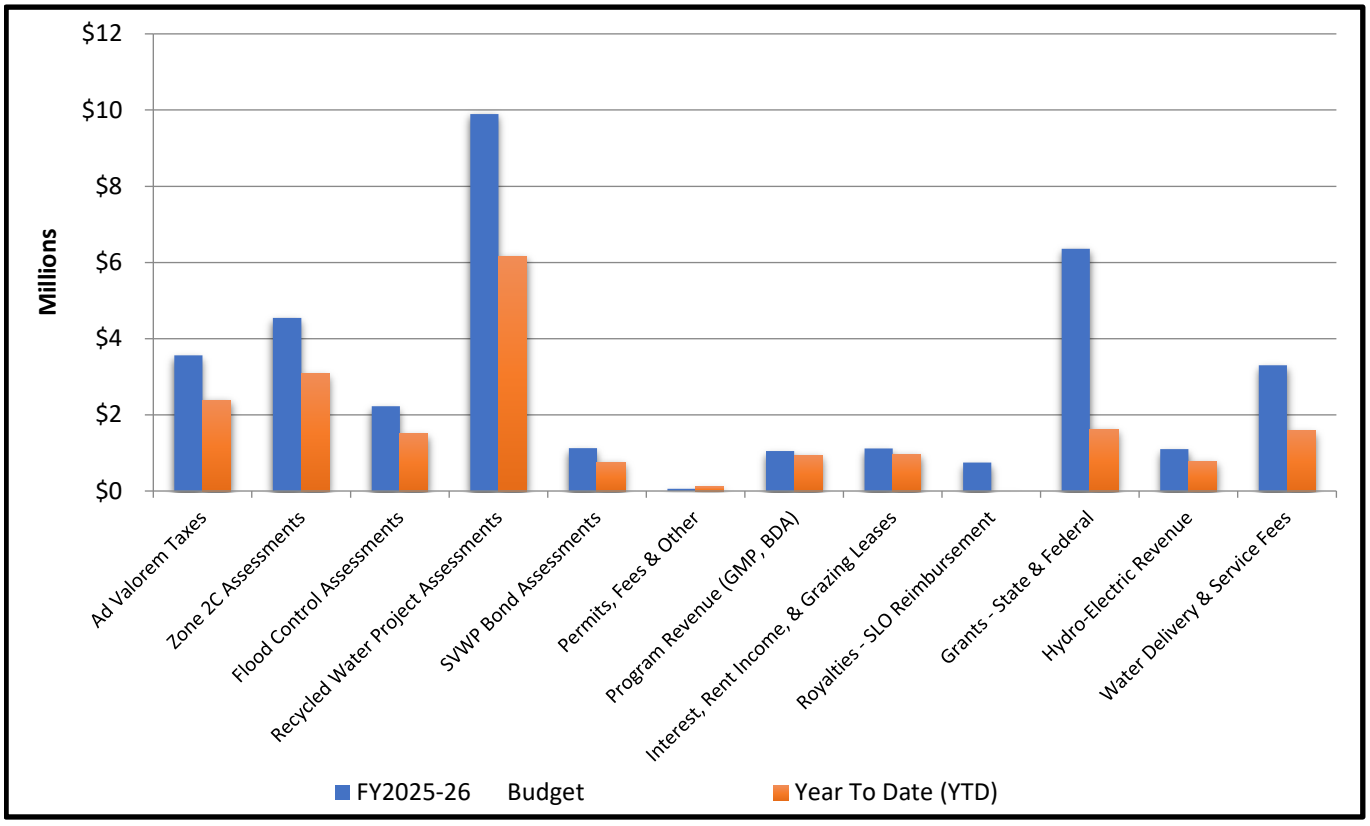
Category	Approved Budget	Amended Budget	YTD Actual
Beginning Fund Balance	23,203,938	23,203,938	23,203,938
Revenues	38,435,673	39,437,279	19,864,118
Expenditures	43,205,541	43,605,541	26,938,779
Ending Available Fund Balance	**18,434,070**	**19,035,676**	**16,129,277**



MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT

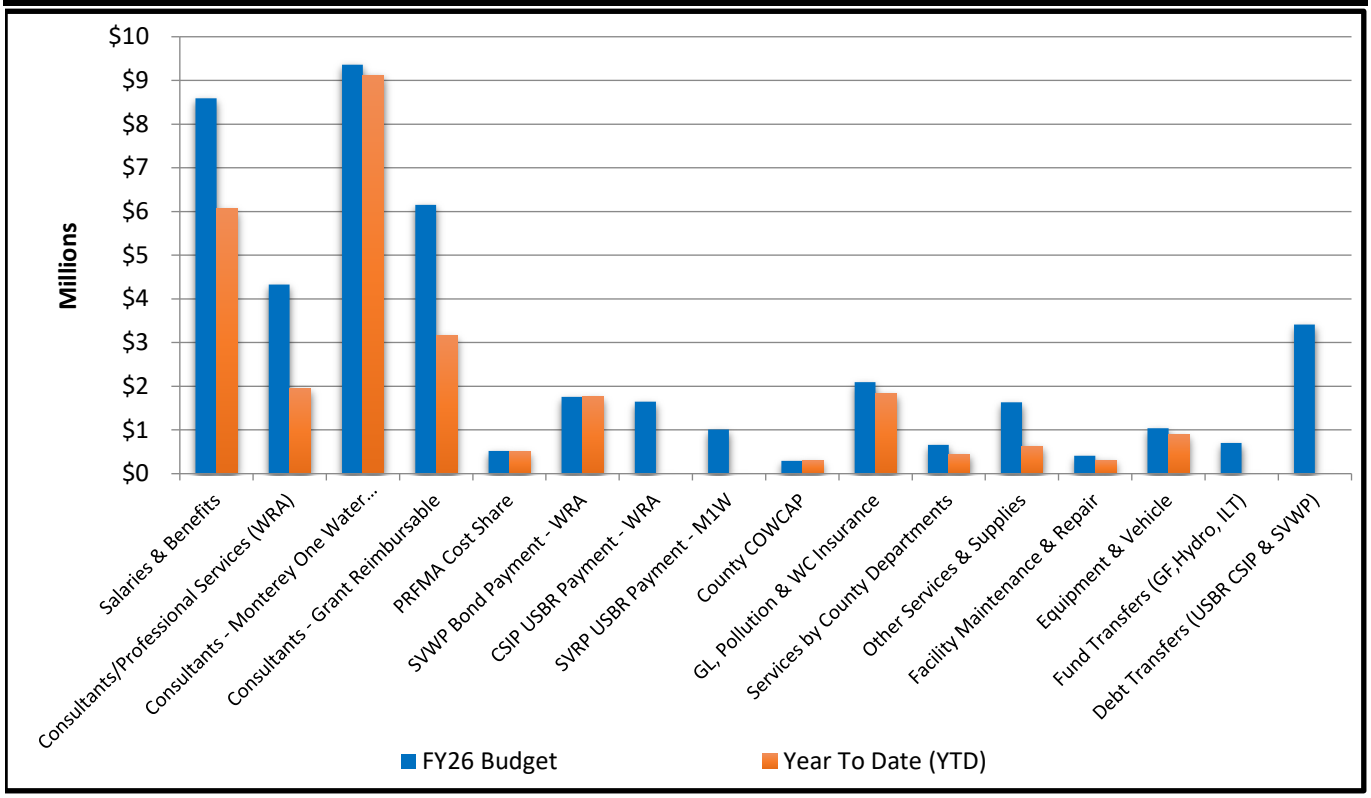
Revenue Variance

Revenue Variance by Source				
	FY2025-26 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Ad Valorem Taxes	3,558,675	9.0%	2,383,759	67.0%
Zone 2C Assessments	4,544,261	11.5%	3,077,217	67.7%
Flood Control Assessments	2,222,401	5.6%	1,502,314	67.6%
Recycled Water Project Assessments	9,894,133	25.1%	6,156,953	62.2%
SVWP Bond Assessments	1,122,045	2.8%	759,413	67.7%
Permits, Fees & Other	56,421	0.1%	111,927	198.4%
Program Revenue (GMP, BDA)	1,048,956	2.7%	934,501	89.1%
Interest, Rent Income, & Grazing Leases	1,115,369	2.8%	966,745	86.7%
Royalties - SLO Reimbursement	750,000	1.9%	0	0.0%
Grants - State & Federal	6,360,442	16.1%	1,615,474	25.4%
Hydro-Electric Revenue	1,100,000	2.8%	776,945	70.6%
Water Delivery & Service Fees	3,302,362	8.4%	1,578,870	47.8%
Transfers In (from other Agency Funds)	952,500	2.4%	0	0.0%
Debt Transfer (USBR CSIP & SVWP)	3,409,714	8.6%	0	0.0%
TOTAL:	**39,437,279**	**100.0%**	**19,864,118**	**50.4%**



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	19.7%	6,060,100	70.5%
Consultants/Professional Services (WRA)	4,325,414	9.9%	1,947,895	45.0%
Consultants - Monterey One Water Contract Fee	9,357,370	21.5%	9,114,619	97.4%
Consultants - Grant Reimbursable	6,150,000	14.1%	3,160,059	51.4%
PRFMA Cost Share	518,544	1.2%	503,307	97.1%
SVWP Bond Payment - WRA	1,759,714	4.0%	1,759,713	100.0%
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	292,184	0.7%	292,183	100.0%
GL, Pollution & WC Insurance	2,091,789	4.8%	1,835,370	87.7%
Services by County Departments	662,584	1.5%	442,789	66.8%
Other Services & Supplies	1,631,679	3.7%	625,645	38.3%
Facility Maintenance & Repair	413,050	0.9%	302,386	73.2%
Equipment & Vehicle	1,041,506	2.4%	894,714	85.9%
Fund Transfers (GF,Hydro, ILT)	700,000	1.6%	0	0.0%
Debt Transfers (USBR CSIP & SVWP)	3,409,714	7.8%	0	0.0%
TOTAL:	**43,605,545**	**100.0%**	**26,938,779**	**61.8%**



MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 WRA Fund Balances

For Q3 Ending: March 31, 2026

% Monthly Time Elapsed: 75.00%

			FY2025-26 AMENDED 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	4,839,735	5,711,321	5,565,514	4,693,928	2,826,631	49.5%	4,627,569	83.1%	6,640,673	111
112	8484	Pajaro Levee	1,389,881	891,499	687,003	1,185,385	573,191	64.3%	463,763	67.5%	1,280,453	112
116	8485	Dam Operations	3,255,696	11,835,605	11,209,013	2,629,104	7,412,948	62.6%	4,362,905	38.9%	205,652	116
121	8486	Soledad Storm Drain	373,510	109,379	112,180	376,311	25,981	23.8%	65,485	58.4%	413,014	121
122	8487	Reclamation Ditch	1,480,321	2,176,631	1,843,282	1,146,972	1,475,910	67.8%	994,697	54.0%	999,108	122
124	8488	San Lorenzo Creek	46,693	56,033	49,898	40,558	17,391	31.0%	28,299	56.7%	57,601	124
127	8489	Moro Cojo Slough	361,370	686,838	365,508	40,040	160,012	23.3%	73,241	20.0%	274,600	127
130	8490	Hydro-Electric Ops	2,754,235	1,817,087	1,172,726	2,109,874	817,435	45.0%	835,772	71.3%	2,772,572	130
131	8491	CSIP Operations	1,709,682	6,664,214	6,423,278	1,468,746	3,354,711	50.3%	3,111,386	48.4%	1,466,357	131
132	8492	SVRP Operations	2,404,051	6,891,960	6,161,150	1,673,241	5,600,125	81.3%	3,856,677	62.6%	660,602	132
134	8493	SRDF Operations	2,166,365	3,233,462	2,432,777	1,365,680	2,821,863	87.3%	1,426,791	58.6%	771,292	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	1,759,713	100.0%	1,846	0.1%	(721,105)	313
426	8495	Interlake Tunnel	614,966	121,798	5,236	498,404	92,867	76.2%	15,686	299.6%	537,786	426
		TOTAL:	23,203,938	43,605,541	39,437,279	19,035,676	26,938,779	61.8%	19,864,118	50.4%	16,129,277	

MCWRA Assigned Fund Balance Summary

Fund	Fund Name	BSA	Description	FY25 Ending Balance	Change in FY26	FY26 Ending Balance
111	Administration Fund	3123	Canyon Del Rey Improvement	12,200	0	12,200
116	Dam Operations	3123	Cloud Seeding Reserve	125,000	0	125,000
116	Dam Operations	3123	Capital Project (S.A. Penstock)	840,000	0	840,000
122	Reclamation Ditch	3123	Markeley Swamp Reserve	245,158	0	245,158
131	CSIP Operations	2569	USBR Loan Reserve	254,187	0	254,187

County of Monterey

Item No.7

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

Board Report

Legistar File Number: WRAG 26-146

May 18, 2026

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Approve Amendment No. 2 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Well Consulting Services, to extend the term length by two years, to add a dollar increase of $200,000 for a total contract amount not to exceed $450,000; and authorize the General Manager to execute Amendment No. 2. (Staff: Pete Vannerus)

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Approve Amendment No. 2 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Well Consulting Services, to extend the term length by two years, to add a dollar increase of $200,000 for a total contract amount not to exceed $450,000; and authorize the General Manager to execute Amendment No. 2.

RECOMMENDATION:
It is recommended that the Monterey County Water Resources Agency Board of Directors:

Approve Amendment No. 2 to the Agreement for Services with Errol L. Montgomery & Associates, Inc. for CSIP Well Consulting Services, to extend the term length by two years, to add a dollar increase of $200,000 for a total contract amount not to exceed $450,000; and authorize the General Manager to execute Amendment No. 2.

SUMMARY/DISCUSSION:
On November 21st 2024, the Agency entered into an Agreement for Services for Well Consulting Services for the Castroville Seawater Intrusion Project's supplemental groundwater wells. The services included well survey review, consulting on repair options, assistance with well design and technical specification development for replacement wells, and other services. To date, Montgomery & Associates- Well Projects Division has:

- Assisted on CSIP Well 10H01 survey review, investigation and repairs
- Reviewed surveys and provided recommendations for Well 02C03
- Assisted in Replacement Well 11B02 initial design and Technical Specifications for Construction Bid
- Conducted the Replacement Well exploration borehole data collection project
- In-process of completing the Replacement Well Connection 90% design, construction estimate and technical specifications

Amendment No.1 was necessary to complete the exploration borehole project with that amendment being executed on September 26th 2025. This project gathered critical data to assist in clarifying actual replacement well design needs based on the hydrogeological conditions at the site. The data collected will be used to finalize the replacement well design and update the technical specifications for the project.

Amendment No.2 will add $200,000 to the contract and extend the term length by two years to 2029. This amendment is necessary to fund the final well design revision, technical specification revision and

allow construction management services for the duration of the well drilling project. This is especially important due to the 24-hour drilling operations. It is critical to maintain technical specification adherence and conduct inspections in a timely manner to not delay project progress. The Consultant will also complete the Well Installation Report which is critical for the completion of grant requirements and deliverables. The sum of the three projects is estimated to cost $140,000. The remaining funding will be utilized for other tasks necessary to support the Castroville Seawater Intrusion Project and its aging supplemental wells.

Funding for this amendment is allocated in Fund 131 under Well Replacement Project & Well Maintenance, Planning and Repairs for this fiscal year and fiscal year 27.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
Funds from Agency Fund 131- CSIP Well Replacement Project & 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
3. Amendment No. 2

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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***

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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

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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.

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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 Contactor'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 1E182FEB49A2435...

Ara Azhderian
General Manager

Date: 11/21/2024 | 10:56 AM PST

CONTRACTOR:

BY: Hale W. Barter

Type Name: Hale W. Barter

Title: President

Date: 11/13/24

BY: Antonio H Verdin

Type Name: Antonio H Verdin

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]:

Signed by:
Kelly L. Doulon
22D690CA05A940B...

Chief Assistant County Counsel

Dated: 11/20/2024 | 11:42 AM PST

Approved as to fiscal provisions:

Signed by:
Trent Hill
30922505678A4ED...

Administrative Analyst

Dated: 11/21/2024 | 8:32 AM PST

_____

County Counsel – Risk Manager:

Dated: _____

DocuSigned by:
Jennifer Forsyth
4E7E657875454AF...

Auditor-Controller [2]:

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

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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

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EXHIBIT B
Fee Schedule/Rate sheet

Docusign Envelope ID: 7C940076-57B6-4238-B0C8-BB5E712B5FF9

MONTGOMERY & ASSOCIATES

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.

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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
Amendment No. 1	$150,000
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

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

Date: 9/26/2025 | 3:04 PM PDT

Approved as to Form and Legality
Office of the County Counsel

By: DocuSigned by: Kelly L. Donlon 22D699CA65A940D...
Chief Assistant County Counsel

Date: 9/25/2025 | 2:49 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E5745FB...
Auditor-Controller

Date: 9/26/2025 | 8:02 AM PDT

By: Signed by: Trent Hill 30922505678A4ED...
Administrative Analyst

Date: 9/26/2025 | 12:44 PM PDT

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

Errol L. Montgomery & Associates, Inc.
*Contractor Business Name

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

Title: Hale W. Barter, President
(Print Name and Title)

Date: September 12, 2025

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

Title: Antonio Verde, Chief Financial Officer
(Print Name and Title)

Date: September 12, 2025

*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.

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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 exploratory borehole project will include below described tasks.

Docusign Envelope ID: CAEC329C-5467-41A5-9864-99DDEAC0B71F

MONTGOMERY
& ASSOCIATES
Water Resource Consultants

Groundwater experts since 1984

September 9, 2025

Mr. Pete Vannerus
Associate Water Resource Engineer
Monterey County Water Resource Agency
1441 Schilling Pl., North Bldg.
Salinas, CA 93901

SUBJECT: SCOPE AND FEE FOR 11B02 EXPLORATORY BOREHOLE

Dear Mr. Vannerus:

Montgomery & Associates (M&A) is pleased to submit this scope, fee, and schedule proposal to Monterey County Water Resource Agency (Agency) to conduct an exploration borehole at the proposed 11B02 well site, located on Rodgers Road in Salinas, California. M&A is completing design services for the installation of Well 11B02 and the exploration borehole is intended to produce the data necessary to complete the final design.

M&A currently anticipates retaining the support of South Valley Companies, Inc., for drilling services. The drilling Contractor is subject to change with prior approval from the Agency. A brief technical specification for the work is included as an attachment to this proposal.

SCOPE OF WORK

M&A will coordinate, hire, and oversee a C-57 licensed drilling Contractor to complete the work outlined below.

1. Identify a location on the property which will not impact future well installation. This location will be jointly selected with the Agency.
2. Perform utility clearance limited to reviewing Agency as-builts, obtaining a USA ticket and hand-clearance to 5-ft bgs. Private utility locating is not included but can be added if needed.
3. Advance 1 direct rotary borehole to a depth of 750 ft bgs. Drill cuttings will be described every 10 vertical feet. The borehole diameter will be based on drilling Contractor preference and will be the smallest reasonable diameter required to complete the geophysical surveys.
4. Complete geophysical surveys including spontaneous potential, electrical resistivity (single-point, 16-inch short normal, 64-inch long normal, and focused guard), gamma ray, caliper and deviation.
5. Destroy the borehole with appropriate sealing material.
6. Complete grain-size analysis of up to 5 cuttings samples.
7. Prepare a Technical Memorandum documenting the activities, results, and providing recommended design for Well 11B02.

Project Management

M&A will provide administrative and budgetary management duties throughout the duration of the project, including but not limited to coordination with the Agency, attendance at project meetings, budget management, subcontractor management, and schedule management.

MONTGOMERY & ASSOCIATES

Construction Management

M&A will retain South Valley Companies, Inc., to complete the exploratory borehole and will provide full-time construction management during these activities. M&A will observe and document construction activities, including development of a lithologic log and selection of samples for which grain-size analysis will be completed.

Costs provided herein include containment and off-site disposal of drilling fluids only. The Agency has directed M&A to leave drill cuttings on-site in a managed pile.

Construction management costs provided herein are estimated based on anticipated durations for each activity. The following durations are assumed for cost estimating purposes, for a total of approximately 11 field days:

- Premobilization site visit with the Agency and to mark for USA clearance and confirm exploratory borehole location (1 working day).
- Exploratory borehole drilling and destruction (10 working days).

Actual durations are subject to site conditions, drilling progress, weather and other factors not controlled by M&A. As such, actual costs are subject to increase or decrease based on actual durations. Field oversight costs are based on the Scientist 3 hourly rate; efforts will be made to use the most cost-efficient, responsible staff level where feasible. Contractor costs are provided as estimates; actual costs will be invoiced to the Agency at cost plus 10%.

ASSUMPTIONS

- Fieldwork will generally be conducted during 10-hour workdays on a standard 5-day work week. Noise control or other nuisance mitigation measures are not required.
- Water for drilling is not available at the site and will be provided by the drilling Contractor.
- Agency staff are specifically responsible for coordinating property access and management of public relations during parts of drilling.
- M&A is specifically not responsible for damages to buried utilities not identified by he Agency or Underground Service Alert of Northern California. A private utility locating service can be added to this scope if requested.

Reporting

M&A will prepare a Technical Memorandum (TM) following completion of site activities. The TM will include a description of the work completed, description of the methods and procedures used, results and discussion of drilling and testing activities, conclusions and relevant appendices. A draft TM will be prepared in Microsoft Word format for Agency comment. Final submittal will include 1 PDF copy and 1 set of drill cutting chip trays.

COSTS

The estimated costs by task are summarized below.

MONTGOMERY & ASSOCIATES

	Senior Hydrogeologist	Staff Hydrogeologist	Editing	Labor Costs	Expenses	Subcontractors		M&A 10% Mark-up	TOTAL
	Scientist 5	Scientist 3	Technical Editor			South Valley Companies	Laboratory		
$/hr	$265	$195	$95						
Project Management	6	-	-	$1,590	-	-	-	-	$1,590
Pre-Mobilization Site Visit	6	6	-	$2,760	$300	-	-	-	$3,060
Mobilization, Drilling, Borehole Destruction and Laboratory Services	10	120	-	$26,050	$1,500	$100,000	$2,000	$10,200	$139,750
Draft and Final Technical Memorandum	16	6	2	$5,600	-	-	-	-	$5,600
TOTAL HOURS	**38**	**132**	**2**						
TOTAL COST	**$10,070**	**$25,740**	**$190**	**$36,000**	**$1,800**	**$100,000**	**$2,000**	**$10,200**	**$150,000**

SCHEDULE

M&A has tentatively scheduled with South Valley Companies, Inc., for their soonest availability in mid-October. We will work with South Valley Companies, Inc., to find opportunities to complete the work sooner and may additionally coordinate with other qualified drilling Contractors to see if earlier availability can be found.

The TM draft will be completed as quickly as practicable, estimated to be within approximately 10 business days following the completion of field activities, allowing time for laboratory analysis and report drafting.

If you have any questions, do not hesitate to contact me.

Sincerely,

Bill DeBoer, P.G., C.Hg.
Principal Hydrogeologist

Docusign Envelope ID: CAEC329C-5467-41A5-9864-99DDEAC0B71F

MONTGOMERY & ASSOCIATES

August 22, 2025

Well 11B02 Exploratory Borehole

Summary of Work

These technical specifications describe the minimum standards for completion and acceptance of the work described herein and serve as the basis for the project budget. These technical specifications establish minimum requirements to be met.

The purpose of this exploratory borehole is to verify subsurface conditions. The exploratory borehole will be advanced to a depth of 750 feet below ground surface (bgs) to confirm site geology and perform downhole geophysical surveys. This data will support the design of a municipal pumping well at the site, which is planned for construction in Spring 2026.

Site Conditions

The exploratory borehole will be located near the existing well 11B01 on Rodgers Road in Salinas County, California. The site is accessible by heading South on Rodgers Road from Espinosa Road. Rodgers Road makes a sharp turn to the west and continues for approximately 0.8 miles before turning to the southwest. Rodgers Road is a public right-of-way and must remain open to traffic throughout the duration of the boring. The site is currently composed of existing well 11B01 and its related infrastructure. The Well Completion Report for 11B01 is included at the end of this document.

CONTRACTOR shall keep all work activities materials and equipment within the work area as demarcated in the field by M&A. No work activities, material storage, or equipment staging shall occur outside of the work area.

CONTRACTOR shall be responsible for notifying Underground Service Alert (USA) prior to any digging. The CONTRACTOR shall bear all responsibility and cost for determining the location of all utilities found on the work site prior to any digging.

The well site and CONTRACTOR work area is within actively farmed, privately owned agricultural fields, actively used private farm roads, privately owned and operated irrigation and electrical equipment, and public utility facilities. CONTRACTOR shall fully cooperate with farm personnel to allow access to private lands and facilities and utility personnel to allow access to the public utilities within and adjacent to the work site and staging area for their respective essential duties.

CONTRACTOR shall be responsible for protecting existing facilities from damage caused by the work. CONTRACTOR shall be responsible for repairing any damage to such facilities caused by CONTACTOR'S personnel or equipment. Privately grown crops exist immediately adjacent the

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work area and the CONTRACTOR shall be responsible for reimbursing the grower for any damage to crops, soils, or structures caused by CONTRACTOR'S personnel, equipment or performance of work occurring outside of the easement.

Schedule and Working Hours

Construction activities are limited to daytime hours between 0800 and 1800, Monday through Friday. Deviations from this schedule may be allowed with M&A authorization.

The CONTRACTOR shall not access the site or perform any work unless M&A staff are present of approval has specifically been granted by M&A.

Contractor Responsibilities

The CONTRACTOR will submit applications, pay requisite fees, and obtain and comply with all appropriate permits required to complete the scope of work.

The CONTRACTOR will take all necessary precautions to preserve the well site, as nearly as practical, in its present condition. The CONTRACTOR shall be responsible for replacing any damaged property. At all times during the progress of this project, the CONTRACTOR is responsible for keeping the site free of litter and debris.

The CONTRACTOR is fully responsible for maintaining security of all work areas at all times.

The CONTRACTOR will contain and dispose of construction related trash, maintain an organized and safe work site, provide adequate sanitation facilities, and ensure vehicles leaving unpaved sites do not track mud onto public rights-of-way.

The CONTRACTOR will provide all necessary equipment, tools, and appurtenances for the timely completion of the work. The CONTRACTOR's equipment shall be in complete and safe operating condition and shall be appropriately maintained and operated during the project. The CONTRACTOR shall be solely responsible for the condition of their equipment and shall maintain an inventory of necessary spare parts for the timely repair of equipment in the event of a failure or breakdown. No payment shall be made for standby time or equipment rental caused by a breakdown or failure of the CONTRACTOR's equipment.

The CONTRACTOR will remove trackable mud, cuttings, sand, grout, and other materials from undercarriages, tires, and other surfaces of equipment prior to moving equipment on or across public roads and pathways. The CONTRACTOR will immediately clean public rights of way.

The CONTRACTOR will maintain copies of all project permits at the construction site.

Docusign Envelope ID: CAEC329C-5467-41A5-9864-99DDEAC0B71F

The CONTRACTOR will maintain borehole in a sanitary manner at all times and prevent potential entry of pests or contaminants.

The CONTRACTOR shall hold a valid Class C-57 California CONTRACTOR's License.

Submittals

A list of required submittals is provided in Table 1. In addition, the CONTRACTOR shall be responsible for receiving acceptance for all required equipment and information referenced elsewhere in these Technical Specifications. All submittals required from the CONTRACTOR shall be considered part of the scope of work. Submittal documents shall be provided to M&A as shown in Table 1. All submittals are subject to acceptance by M&A; submittal requirements shall be satisfied upon acceptance. Premobilization submittals must be accepted by M&A prior to the CONTRACTOR mobilizing equipment to the work site.

Table 1. Submittals

Pre-Mobilization Submittals
Project schedule
Approved boring permit
Copy of the Active Underground Service Alert Dig Ticket
Description of the drilling and fluid system to be used including the types of fluid to be used
The name and qualifications of the firm proposed for completing geophysical surveys
Type and content of proposed sealing material (mix design)
In-Field Submittals
Daily progress logs
Formation samples every 10 feet (bagged)
Results of the geophysical surveys
Concrete weight tickets upon delivery to the job site
Final Submittals
Documentation of Permit Close-out for all permits obtained, as necessary
Final Well Completion Report

Sanitation

The CONTRACTOR shall provide and maintain adequate sanitation facilities appropriate to the number of personnel working on the site.

Construction Water and Power

CONTRACTOR will be responsible for sourcing and providing all water necessary for completion of the project as described herein. Water is not currently available at the site.

Docusign Envelope ID: CAEC329C-5467-41A5-9864-99DDEAC0B71F

The CONTRACTOR shall provide all necessary power for completion of the work scope through temporary means such as generators.

Drilling Fluids and Cuttings Management

The CONTRACTOR is responsible for the containment, hauling, and legal disposal of drilling fluids from the site. Drill cuttings shall remain on site in a managed pile within the construction area on site and will be disposed of by others at a later time.

Noise Control

Sound walls are not required for this project. General best practice noise suppression efforts shall be implemented at all times to minimize disturbance to nearby residents, workers, and the general public. The work site shall be managed and arranged to minimize noise to the extent practicable, including use of mufflers, shielding, and by placing noise-producing equipment away from sensitive receptors, as feasible.

Spills, Leaks, and Releases

CONTRACTOR shall not cause the release of any hazardous or nuisance substances to the environment and shall use plastic sheeting or oil absorbent mats to protect the well site from spills of hydraulic oil, fuel, lubricants, or coolants from the drilling and support equipment. If a release occurs, CONTRACTOR shall contain and properly dispose of affected media and shall be responsible for all costs associated with remedial or corrective actions to mitigate the release. CONTRACTOR shall contact the relevant regulatory agency/agencies for appropriate reporting.

Foreign and Lost Material Downhole

The placement of any foreign material down the hole must be approved by M&A. This includes, but is not limited to, all drilling materials and fluids.

The CONTRACTOR shall be responsible for all consequences of material lost down the hole. Every attempt shall be made by the CONTRACTOR to retrieve lost material downhole within a time frame and to the satisfaction of M&A. If the borehole becomes damaged as a result of this investigation in the opinion of M&A, the CONTRACTOR shall properly abandon the borehole in accordance with permitting requirements and drill another borehole adjacent to the abandoned borehole at no additional expense to M&A.

Mobilization

The CONTRACTOR shall provide, mobilize, and set up all material and equipment and execute all labor required for the scope of work.

Docusign Envelope ID: CAEC329C-5467-41A5-9864-99DDEAC0B71F

CONTRACTOR's drilling equipment, temporary facilities, and operations shall be within the construction limits of the site. The CONTRACTOR shall set up work facilities in a neat and orderly manner within the designated area.

Borehole Drilling

The CONTRACTOR shall furnish all material and equipment and execute all labor to drill a borehole to a maximum depth of 750 ft bgs. The exploratory borehole shall be drilled by direct mud-rotary methods with equipment of sufficient capacity to drill the hole required by these specifications. Drilling equipment includes but is not limited to mast and drawworks, air compressors, drilling fluid pumps, drill pipe, etc., must be of requisite size, sufficient capacity, and suitable condition to drill to the anticipated depth.

The CONTRACTOR shall determine the appropriate borehole diameter based on their preference, provided it is of sufficient diameter to complete downhole geophysical surveys required. The CONTRACTOR shall notify M&A of the size of borehole they wish to drill prior to the start of work.

The CONTRACTOR is responsible for determining the need for a temporary or permanent surface casing, including its diameter and depth (if used). Additional payment will not be provided should a conductor become necessary as drilling progresses.

The CONTRACTOR shall make every reasonable effort to maintain a plumb and aligned borehole.

Formation Sampling

The CONTRACTOR shall collect and preserve 1 set of drill cutting samples at 10-foot intervals during the drilling of the borehole. Samples shall be placed in 1-gallon sized, heavy weight, resealable plastic bags and labeled with the borehole identification, date sampled, and sample depth interval. Collected samples shall be stored in a manner to prevent breakage or loss. The sample collection system must allow for collection of representative lithology.

Drilling Fluids

Potable water shall be used to mix a bentonite-based drilling fluid designed to adequately maintain bore wall, minimize invasion of drilling fluid into the formation, and permit recovery of representative samples of cuttings. Soda ash may be used to increase pH of the water used to mix drilling fluids. Drilling with clear water alone will not be permitted.

Excavation of pits on site for drilling fluids will not be allowed, and surface containment (i.e., tanks and/or bins) of drilling fluids will be required. Upon completion of drilling operations and

Docusign Envelope ID: CAEC329C-5467-41A5-9864-99DDEAC0B71F

well construction, all fluids shall be removed from the site and legally disposed of by the CONTRACTOR.

It is the responsibility of the CONTRACTOR to ensure that the sizing and configuration of the fluid system, mechanical separator and/or settling tanks are adequate to meet the drilling fluid properties outlined below. In the event the CONTRACTOR cannot attain these properties, drilling shall be halted and the mud replaced.

Proper control of the drilling fluid must remain in compliance with these specifications. The methods and materials that the CONTRACTOR would utilize in the event of borehole stability problems and/or loss of circulation must be approved by M&A. In no case shall materials be added to the drilling fluid system or drill hole without prior approval of such materials by M&A.

The CONTRACTOR must provide Standard API measurement devices in proper working order at the drilling site at all times, along with qualified operating personnel to determine the following drilling fluid properties:

1. Drilling fluid weight
2. Drilling fluid viscosity
3. Drilling fluid sand content

The above drilling fluid properties must be recorded by the CONTRACTOR at a minimum of 4-hour intervals, a maximum of every 100 feet of drilling, and whenever conditions appear to change or problems arise. Measurements shall be taken from fluid entering the mud pump or leaving the circulation tank The drilling fluid shall have the following

1. Weight – maximum of 9.5 pounds per gallon
2. Marsh funnel viscosity – minimum of 28 and maximum of 45 seconds
3. Sand content – maximum of 1% by volume

The CONTRACTOR shall conduct all tests and shall maintain a log showing the drilling fluid properties set forth herein including date, time, depth, weight, viscosity, sand content and any pertinent comments.

All measurements for depths shall be referenced to existing ground surface at the well site.

Downhole Geophysical Surveys

The CONTRACTOR shall furnish all material and equipment and provide all labor to perform a geophysical log including measurements of:

- Spontaneous potential

Docusign Envelope ID: CAEC329C-5467-41A5-9864-99DDEAC0B71F

- Electrical resistivity (single-point, 16-inch short normal, 64-inch long normal, and focused guard)
- Gamma ray
- Caliper
- Deviation

The CONTRACTOR shall ensure that the borehole is properly conditioned by circulating drilling fluids in preparation for geophysical logging, and the borehole is continually filled with fluid during logging operations.

Standby time will not be paid for additional cleaning and conditioning of the pilot borehole to enable logging operations to proceed.

If the logging probe fails to descend to the desired depth, the CONTRACTOR, at their own expense, shall condition the borehole to permit the logging probe to descend to the desired depth.

Borehole Abandonment

The CONTRACTOR shall furnish all material and equipment and provide all labor necessary to abandon the exploratory borehole in accordance with the permit. The CONTRACTOR shall make applicable notifications to the permitting agency prior to seal placement, as specified in the permit.

Sealing material shall consist of batch plant mixed 10.3 sack sand cement grout in conformance with permitting requirements. Accelerators, retardants, bentonite, and other additives shall not be used without prior approval by the M&A.

Sealing material shall be placed using the tremie method from the bottom of the borehole and shall be completed in a manner that prevents freefall, bridging, or separation. Placement shall be completed in 1 continuous operation, from the bottom of the borehole to ground surface.

The CONTRACTOR shall contain and appropriately manage displaced fluids during the borehole abandonment process.

Demobilization & Cleanup

The CONTRACTOR shall removal all material and equipment from the site following abandonment of the exploratory borehole.

Complete removal of all material, temporary facilities, drilling fluids, and municipal waste from the site to the satisfaction of M&A. Upon completion of the scope of work and submittal of all specified submittals, M&A may perform a final site inspections prior to release of final payment.

Docusign Envelope ID: CAEC329C-5467-41A5-9864-99DDEAC0B71F

Exhibit D-
Revised Fee Schedule

Fee Schedule for Project

	Senior Hydrogeologist	Staff Hydrogeologist	Editing	Labor Costs	Expenses	Subcontractors		M&A 10% Mark-up	TOTAL
	Scientist 6	Scientist 3	Technical Editor			South Valley Companies	Laboratory		
$/hr	$265	$195	$95						
Project Management	6	-	-	$1,590	-	-	-	-	$1,590
Pre-Mobilization Site Visit	6	6	-	$2,760	$300	-	-	-	$3,060
Mobilization, Drilling, Borehole Destruction and Laboratory Services	10	120	-	$26,050	$1,500	$100,000	$2,000	$10,200	$139,750
Draft and Final Technical Memorandum	16	5	2	$5,600	-	-	-	-	$5,600
TOTAL HOURS	**38**	**132**	**2**						
TOTAL COST	**$10,070**	**$25,740**	**$190**	**$36,000**	**$1,800**	**$100,000**	**$2,000**	**$10,200**	**$150,000**

AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
ERROL L. MONTGOMERY & ASSOCIATES, 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 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, and an Amendment No. 1 on September 26, 2025; (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement with a term extension to June 30, 2029, and a dollar increase of $200,000.00, not to exceed a total contract amount of $450,000.00, to continue providing services identified in the Agreement.

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

1. Amend Section 2 "Term of Agreement" to read as follows:

   Term of Agreement. The term of this Agreement shall begin on November 1, 2024, by CONTRACTOR and Agency, and will terminate on June 30, 2029, unless earlier terminated provided herein.

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 fee schedule set forth in Exhibit B. The maximum amount payable to the contractor under this contract is Four Hundred Fifty Thousand Dollars ($450,000.00)

Original Agreement	$100,000
Amendment No. 1	$150,000
Amendment No. 2	$200,000
Not to exceed total:	$450,000

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

4. 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

By: ___ _____
General Manager

Date: _____

CONTRACTOR
Errol L. Montgomery & Associates, Inc.

_____
*Contractor Business Name

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

Date: _____

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

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.

County of Monterey

Board Report

Item No.8

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

Legistar File Number: WRAG 26-148

May 18, 2026

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Approve Amendment No. 1 to Agreement for Services with DRS Marine Inc., to increase the dollar amount by $400,000 for a total contract amount not-to-exceed $500,000; and extend the term of the Agreement to June 30, 2029, to provide underwater inspection, maintenance and repair services of the agency facilities; and authorize the General Manager to execute the Amendment. (Staff: Mark Foxworthy)

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Approve Amendment No. 1 to Agreement for Services with DRS Marine Inc., to increase the dollar amount by $400,000 for a total contract amount not-to-exceed $500,000; and extend the term of the Agreement to June 30, 2029, to provide underwater inspection, maintenance and repair services of the agency facilities; and authorize the General Manager to execute the Amendment.

RECOMMENDATION:
It is recommended that the Monterey County Water Resources Agency Board of Directors:

Approve Amendment No. 1 to Agreement for Services with DRS Marine Inc., to increase the dollar amount by $400,000 for a total contract amount not-to-exceed $500,000; and extend the term of the Agreement to June 30, 2029, to provide underwater inspection, maintenance and repair services of the agency facilities; and authorize the General Manager to execute the Amendment.

SUMMARY/DISCUSSION:
The purpose of Amendment No. 1 to the Professional Services Agreement between Monterey County Water Resources Agency (MCWRA) Agreement for Services with DRS Marine Inc., is to allow DRS Marine to continue to provide underwater inspection, maintenance and repair services.

This amendment will allow DRS Marine to provide services on two maintenance projects identified to be completed this FY at Nacimiento and San Antonio Dams. Both projects are grant reimbursable through two separate state funded grants administered through the CA Department of Water Resources.

The dive services provided at San Antonio Dam will be to remove a maintenance bulkhead gate located at the upstream end of the penstock in the intake structure. This gate, when lowered in place, allows for dewatering, inspection and maintenance within the upstream portion of the penstock. The bulkhead gate will be removed and used as a template for construction of a new replacement gate. The new bulkhead gate will then be reinstalled at the intake structure. The replacement of the bulkhead gate is part of the suite of planned maintenance repairs and improvements of the low-level outlet structure at San Antonio Dam that need to occur ahead of the planned spillway replacement mandated by DSOD.

The work at Nacimiento Dam will be the replacement of the actuators for the three 42” butterfly valves located at low-level outlet work’s intake structure. The three actuators to be replaced have been in service since 2013 and are nearing the end of there useful life. Additionally, a dive inspection of the intake chamber (inside and outside), and a remotely operated vehicle inspection of the upper

penstock will be performed to assess the condition of the submerged structures.

The estimated cost of the planned work to be performed by DRS this FY is $317,142.00. Approximately $93,000.00 will remain on contract for construction dive services on an as-needed basis.

OTHER AGENCY INVOLVEMENT:
CA Department of Water Resources-Grant Administrator

FINANCING:
The FY2025-26 Adopted Budget of Fund 116 includes funding for this agreement, which is reimbursable through both the Nacimiento Maintenance Project Grant (Agreement No. 4600015276) estimated at $211,589.00, and SB 104 (Agreement No. 4600015764) estimated at $105,553.00.

Prepared by: Mark Foxworthy, Senior Engineer, (831) 788-3454
Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:
1. Original - DRS Marine Agreement $100K
2. Amendment No. 1 - DRS Marine Inc. ($100K orig. agreement)
3. DRSquote-Naci & SA Dams 2026

DocuSign Envelope ID: E3D69400-FCC3-4697-863D-00916AAE6922

MONTEREY COUNTY WATER RESOURCES AGENCY
AND DRS Marine, Inc.

AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and DRS Marine, Inc, a California Corporation hereinafter called "CONTRACTOR".

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

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

   (a) The scope of work is briefly described and outlined as follows:

   Underwater inspection, maintnenance and repair services of Agency facilities.

   (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.

   (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

   (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin on 08/14/2023 by CONTRACTOR and Agency, and will terminate on 06/30/2026, 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 listed in 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. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be
Mr. Richard Williams

Agency's designated administrator of this Agreement shall be
Mark Foxworthy

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

TO AGENCY	TO CONTRACTOR
Name: Mark Foxworthy	Name: Mr. Richard Williams
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: DRS Marine, Inc. 525 Chestnut Street, Vallejo, CA 94590
Telephone: 831.755.4860	Telephone: 707-648-3483
Fax: 831.424.7935	Fax: 707-648-2006
E-Mail: foxworthyme1@co.monterey.ca.us	E-Mail: drsmarine@aol.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.

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

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

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

    Exhibit A - Scope of Work/ Work Schedule
    Exhibit B - Payment Provisions
    Exhibit C - Professional Liability Insurance Exemption

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

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MONTEREY COUNTY WATER RESOURCES AGENCY
AND DRS Marine, Inc.
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
10/16/2023 | 11:02 AM PDT

Date: ~~10/10/2023~~

CONTRACTOR:

BY:

Type Name: Richard Williams

Title: President

Date: 10/10/2023

BY:

Type Name: Howard Williams

Title: Secretary of Treasur

Date: 10/10/2023

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

(DRS Marine, Inc.)

Agreement

* *

Approved as to form [1]:

DocuSigned by:
Kelly L. Donlon
22D690CA05A940B...

Assistant County Counsel

Dated: 10/13/2023 | 9:52 AM PDT

Approved as to fiscal provisions:

DocuSigned by:
Ezequiel Vega Rios
7D289813E6284D2...

Administrative Analyst

Dated: 10/13/2023 | 12:54 PM PDT

County Counsel – Risk Manager:

Dated:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Auditor-Controller [2]:

Dated: 10/13/2023 | 12:29 PM PDT

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

[2] Approval by Auditor-Controller is required

DocuSign Envelope ID: E3D69400-FCC3-4697-863D-00916AAE6922

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

DRS Marine Inc. will provide underwater inspection, maintenance, and repair services of Agency facilities. All work will be performed on a time and material basis at the direction of agency staff on an As-needed basis. All work to be performed will be identified by Agency staff. Agency staff and contractor will coordinate to develop an work plan, negotiate price and work schedule. The price for each identified job will be agreed to by agency staff and contractor prior to contractor commencing work.

DocuSign Envelope ID: E3D69400-FCC3-4697-863D-00916AAE6922

EXHIBIT B

PAYMENT PROVISIONS

DocuSign Envelope ID: E3D69400-FCC3-4697-863D-00916AAE6922

EXHIBIT C

Professional Liability Insurance Exemption

DRS Marine, Inc. is exempt from professional liability insurance work described in Exhibit A because the services being provided are not regulated by the California Business and Professions Code and the services being provided are not engineering design or surveying services.

AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
DRS MARINE, 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 DRS Marine, 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 August 14, 2023 (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement by extending the term to June 30, 2029, and a dollar increase amount of $400,000.00, for a total contract amount not to exceed $500,000.00, to continue providing services identified in the Agreement.

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

1. Amend Section 2, "Term of Agreement," to read as follows:

   Term of Agreement. The term of this Agreement shall begin on 8/14/2023 by CONTRACTOR and Agency, and will terminate on 6/30/2029, unless earlier terminated as provided herein.

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

   Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the contractor under this contract is Five Hundred Thousand dollars ($500,000.00).

Original Agreement	$100,000
Amendment No. 1	$400,000
Not to exceed total:	$500,000

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

By: ___ _____
General Manager

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: _____
Chief Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date:_____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

_____
*Contractor Business Name

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

Title: _____
(Print Name and Title)

Date: _____

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

Title: _____
(Print Name and Title)

Date:_____

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

DRS MARINE, Inc. ~~~~~~~~

- COMMERCIAL DIVERS
- ROVS
- U / W PILE REPAIR & MARINE CONSTRUCTION
- DAMS, POWERHOUSES, INTAKES
- U/W BURNING & WELDING

ca lic 508905

525 CHESTNUT STREET
VALLEJO, CA 94590
BUS: 707-648-3483
FAX: 707-648-2006
drsmarine@aol.com

April 22, 2026

Mark Foxworthy
Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901
Email: foxworthyme1@countyofmonterey.gov

Subject: Nacimiento Dam Low Level Intake Valve Intake Bulkhead Gate & San Antonio Dam Intake Structure

QUOTE R1

SCOPEOF WORK
Furnish a 5- man dive team with Barge and Decompression Chamber on the dive site in accordance with OSHA regulations, to accomplish Tasks 1-6 at Nacimiento Dam and Task 7 at San Antonio Dam. Crew will work a10 hr day with option of OT hours if needed and authorized. It is estimated that the water depth will be a maximum of 110’ deep during the project.

WORK METHOD
Mobilization- The barges and work boat along with all equipment will be transported to the site and assembled on the lake. The barges and decompression chamber will be handled with a 12,000lb Reach Lift. The dive station will be setup and ready for diving.

Site Prep- The crew will go to the site area and drop the ROV with sonar to locate the intake and buoy the location. The ROV will then be sent into the corrugated intake tower to assess the amount of dredging required to clear the cover. The dive station will then be towed to the site and anchored in position ready for the next days diving work.

Inspection- Utilizing a 5 man dive team, which will consist of 4 divers and 1 chamber operator, the crew will accomplish the two designated tasks:
- Dredge silt from tower for cover access.
- Complete inspection/repair of hydraulics leak inside the intake structure

PER SOW TASK 7 – SAN ANTONIO DAM
Provide all labor, equipment, and supervision necessary to remove (pull) the intake bulkhead gate. Work includes mobilization, inspection, rigging and lifting, controlled extraction from guides, placement at a designated laydown area, coordination with the Owner, and site cleanup. Protect existing structures and perform all work in accordance with applicable safety regulations and project requirements.

Shift equipment between dams - San Antionio Dam to Nacimiento Dam.

PER SOW TASK 1-6 – NACIMIENTO DAM
Mobilize all personnel, equipment, and approved watercraft. Inspect intake structure, including hydraulic lines, valves, operators, and structural components. Remove access hatch, verify valves are closed, and replace three actuators, ensuring proper marking/reinstallation of hydraulic connections. Assist with troubleshooting and repair of hydraulic leaks as directed (parts by MCWRA), and support system testing. Provide report with photos/video documentation. Perform ROV inspection of approximately 150 LF of low-level conduit and replace access lid upon completion.

Demobilization- Upon project completion and acceptance the dive station barge will be towed to shore and the job site will be demob and cleaned up. All equipment, barges, supplies will be removed and transported back to DRS shop for final demob.

All work will be done by skilled union divers with previous underwater dam structures experience.

SAFETY
DRS Marine and its employees take Safety very seriously. DRS requires full participation between the Company, Employees and our Clients. This is vital to keep all our employees safe as well as our clients or G.C.'s employees who are working with us.

PROJECT SPECIFIC SAFETY MEASURES

- 5-man minimum crew size per OSHA 1910.425(c)(1-4)(i-ii)
- Decompression Chamber at dive location per OSHA 1910.425(b)(2)
- Dive Plan w/JHA and DRS Daily Safety Review in effect
- Dives will be planned and conducted using the US Navy Dive Tables
- Divers will be decompressed in the chamber using Surface Decompression Oxygen

WORK SCHEDULE
PRE-CON
Award and NTP, set contract and schedule — All days are TBD
Mobilize equipment and travel to site

CONSTRUCTION
Mob up work barge/boat on site
Dredge access tower, lift hatch, inspection
Facilitate Repairs as authorized and secure hatch
Demob site

POST
Demobilization — Completion of project

EQUIPMENT LIST

- ✓ Dive Barge
- ✓ LD, Lift Barge
- ✓ Work trucks
- ✓ Work boat
- ✓ 2 sets commercial surface-supplied air dive equipment
- ✓ Decompression Chamber
- ✓ Underwater digital cameras and video
- ✓ Small construction tools and power equipment
- ✓ Oil spill kit
- ✓ 12k Reach lift

PERSONNEL

1- Dive Supervisor/Chamber
4- Divers/
- Tenders
*- Complete support staff and yard support

SCHEDULE OF COSTS – SAN ANTONIO TASK 7 - REMOVAL

Item 1	Mob crew and equipment to site and set up ready to work	Lump Sum	$27,985.50
Item 2	Dive team and equipment for repairs – Remove Stoplog 1 day	$24,791/day	$24,791.00
		sub-total:	**$52,776.50**

SCHEDULE OF COSTS – NACIMIENTO DAM (TASK 1-6)

Task 1	Shift Equipment between San Antonio to Nacimiento	Lump Sum	$55,971.00
Task 2,3,5,6	Dive team and equipment for repairs-10hr Day Rate Est. 5 days	$24,791/day	$123,955.00
Task 4	Repair Hydraulic Leak – Optional as needed	Lump Sum	$31,663.00
		sub-total:	**$211,589.00**

SCHEDULE OF COSTS – SAN ANTONIO RETURN TRIP FOR INSTALLATION

Item 1	Dive team and equipment for repairs – Install Stoplog 1 Day	$24,791/day	$24,791.00
Item 2	Demob equipment and crew back to Vallejo and secure	Lump Sum	$27,985.50
		sub-total:	**$52,776.50**
		Total:	**$317,142.00**

Note #1- DRS is a union contractor and pays prevailing wages
Note #2- DRS carries $12 Million liability insurances and USL&H; W.C.; Auto

NOTES

- All tasks, dredging and inspection and repairs, will be accomplished in the most productive schedule. Any unused scheduled work day will be credited back to the project. Any additional work days if required will be pre-authorized and approved by the district.

Please call if you have any Questions or Comments at 707/ 648-3483 (24hrs).

WE APPRECIATE YOUR BUSINESS
Richard Williams
Project Manager
DRS Marine, Inc.

County of Monterey

Board Report

Legistar File Number: WRAG 26-149

Item No.9

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

May 18, 2026

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Approve Amendment No. 2 to the Professional Services Agreement with GEI Consultants Inc., to increase the dollar amount by $100,000 for a total contract amount not-to-exceed $200,000; and revise the scope of work to provide permitting and environmental compliance support services for construction of repairs to the Moss Landing Tide Gate facility; and authorize the General Manager to execute the Amendment. (Staff: Mark Foxworthy)

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Approve Amendment No. 2 to the Professional Services Agreement with GEI Consultants Inc., to increase the dollar amount by $100,000 for a total contract amount not-to-exceed $200,000; and revise the scope of work to provide permitting and environmental compliance support services for construction of repairs to the Moss Landing Tide Gate facility; and authorize the General Manager to execute the Amendment.

RECOMMENDATION:
It is recommended that the Monterey County Water Resources Agency Board of Directors:

Approve Amendment No. 2 to the Professional Services Agreement with GEI Consultants Inc., to increase the dollar amount by $100,000 for a total contract amount not-to-exceed $200,000; and revise the scope of work to provide permitting and environmental compliance support services for construction of repairs to the Moss Landing Tide Gate facility; and authorize the General Manager to execute the Amendment.

SUMMARY/DISCUSSION:
The purpose of Amendment No. 2 to the Professional Services Agreement between Monterey County Water Resources Agency (MCWRA) GEI Consultants, Inc. (GEI), is to allow GEI to provide permitting and environmental compliance support services for construction of repairs to the Moss Landing Tide Gate facility.

The Moss Landing Tide Gate Facility is located in Moss Landing Harbor and protects the Moro Cojo Slough from the impact of seawater and elevated water elevation due to tidal influence. The tide gates, and three associated culverts, protect approximately 46 miles of fresh and brackish water habitats from seawater intrusion, private property and farmland from flooding. Portions of the three culverts at the facility have outlived their useful life and need repair.

Design of repairs has been completed, and the Agency has begun the permitting process for approval to perform the repairs. Approval from multiple regulatory agencies is required for this project. During construction of repairs, monitoring will be needed for environmental compliance. Amendment 2 to the Professional Services Agreement will allow GEI to assist the Agency with meeting the environmental permitting and compliance needs for the Moss Landing Tide Gate Project.

This is a joint project with Monterey County Public Works, Facilities, and Parks through a memorandum of understanding (MOU). The Agency is project lead and will complete the repairs to the tide gate facility. 50% of all external costs of the project borne by the Agency, such as engineering

design, permitting, biological monitoring, and construction, will be reimbursed by Public Works.

OTHER AGENCY INVOLVEMENT:
Monterey County Public Works, Facilities & Parks- 50/50 cost share by MOU

FINANCING:
The FY2025-26 Adopted Budget of Fund 127 includes funding for the Moss Landing Tide Gate repair project. Public Works, Facilities, & Parks will reimburse the Agency for 50% of the project costs after completion.

Prepared by: Mark Foxworthy, Senior Engineer, (831) 788-3454
Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:
1. Executed - GEI Agreement (Moss Landing Tide Gate)
2. Executed - Amendment No. 1 (GEI - Moss Landing Tide Gate)
3. Amendment No. 2 (GEI - Moss Landing Tide Gate)
4. GEI Quote Moss Landing Permit and Construction Support

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

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

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

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

   (a) The scope of work is briefly described and outlined as follows:

   Engineering, permitting, and environmental services related to the design and permitting for the repair of the Agency's Moss Landing Tide Gate facility.

   (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 August 21, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2025, 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 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

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

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

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

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

6. Insurance.

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

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

neither relieve nor decrease the liability of the CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.

8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORs relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of $10,000.

9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORs shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency 's well database and other water use data.

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

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

deducted from any sum due CONTRACTOR.

11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.

12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

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

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by

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

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be
Mr. William Rettberg

Agency's designated administrator of this Agreement shall be
Mark Foxworthy

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

TO AGENCY	TO CONTRACTOR
Name: Mark Foxworthy	Name: Mr. William Rettberg
Address: 1441 Schilling Place - N. Bldg, Salinas CA 93901	Address: 180 Grand Avenue, Suite 950, Oakland CA 94612
Telephone: (831) 755-8984	Telephone: 510-910-2201
Fax: 831-424-3579	Fax: ------
E-Mail: foxworthyme1@co.monterey.ca.us	E-Mail: wrettberg@geiconsultants.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.

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

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

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

    Exhibit A - Scope of Work/ Work Schedule
    Exhibit B - Fee Schedule
    Exhibit C - Deliverables

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

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

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

MONTEREY COUNTY WATER RESOURCES AGENCY:

BY: DocuSigned by: Ara Azhderian 1E182FEB49A2435...

Ara Azhderian
General Manager

Date: 8/25/2023 | 11:46 AM PDT

CONTRACTOR:

BY: [signature]

Type Name: WILLIAM RETTBERG

Title: SEN. VP

Date: 8/24/23

BY: Mark Freitas

Type Name: Mark Freitas

Title: Vice-President

Date: 8/24/2023

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

(GEI Consultants, Inc.)

Agreement

* *

Approved as to form [1]:

DocuSigned by:
Kelly L. Donlon
22D690CA05A940B...

Assistant County Counsel

Dated: 8/24/2023 | 3:36 PM PDT

Approved as to fiscal provisions:

DocuSigned by:
Ezequiel Vega Rios
7D289913E628402...

Administrative Analyst

Dated: 8/25/2023 | 8:36 AM PDT

County Counsel – Risk Manager:

Dated: _____

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Auditor-Controller [2]:

Dated: 8/25/2023 | 7:20 AM PDT

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

[2] Approval by Auditor-Controller is required

DocuSign Envelope ID: 278AECCE-4E3A-4356-B5EA-86F9BF79FF14

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

Task 1 – Review Project Details and Project Management – This task is for General Oversight and QA/QC by GEI's MCWRA and Contract Project Managers (Bill and Rob, respectively). It includes some initial review and oversight hours.

Task 2 – Develop Plans and Specifications for Construction Contract – This task is for preparation and QC/QA oversight of plans and specifications for the Moss Landing Tide Gates culvert repair project based on the conceptual design as shown in MCWRA Moss Landing Culverts SOW_v2 below (this exhibit). The conceptual drawings are included for reference. This task also includes a contingency for additional design efforts if changes are necessary in response to permitting agency comments or requirements.

Task 3 – Environmental Permitting Assistance – GEI will prepare environmental regulatory permit applications for the project.

GEI assumes that the necessary permits will include: a U.S. Army Corps of Engineers (USACE) Nationwide Permit (NWP) 3 for Maintenance Activities ; Notice of Intent to work under the General Order for Waste Discharge Requirements for Corps' Nationwide Permits (WQ-2021-0048-DWQ); Lake and Streambed Alteration Notification to the California Department of Fish and Wildlife; and Coastal Development Permit for the California Coastal Commission. Since the project will require a USACE permit, information to support USACE's consultations with the U.S. Fish and Wildlife Service, pursuant to Section 7 of the Endangered Species act, and the State Historic Preservation Office, pursuant to Section 106 of the National Historic Preservation Act will also be necessary.

GEI will prepare the draft applications for the permits and send to MCWRA for review. Upon receipt of comments and edits, GEI will finalize the permit applications for MCWRA submittal to the agencies. GEI assumes that MCWRA will prepare the CEQA Notice of Exemption and will pay the filing fees for the final permit applications. This scope of work and fee estimate includes time for GEI to assist MCWRA with consultations with the agencies to obtain issued permits.

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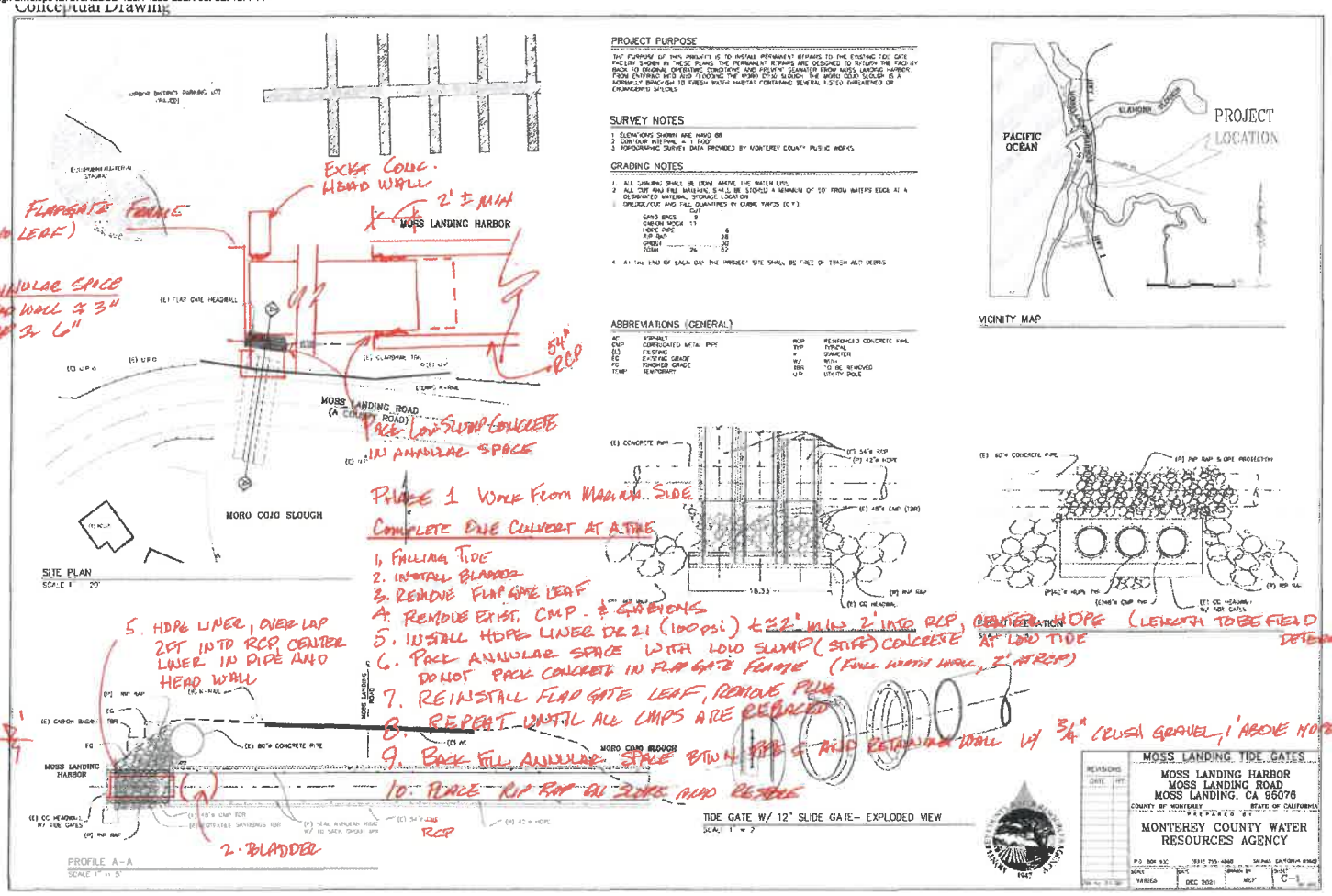
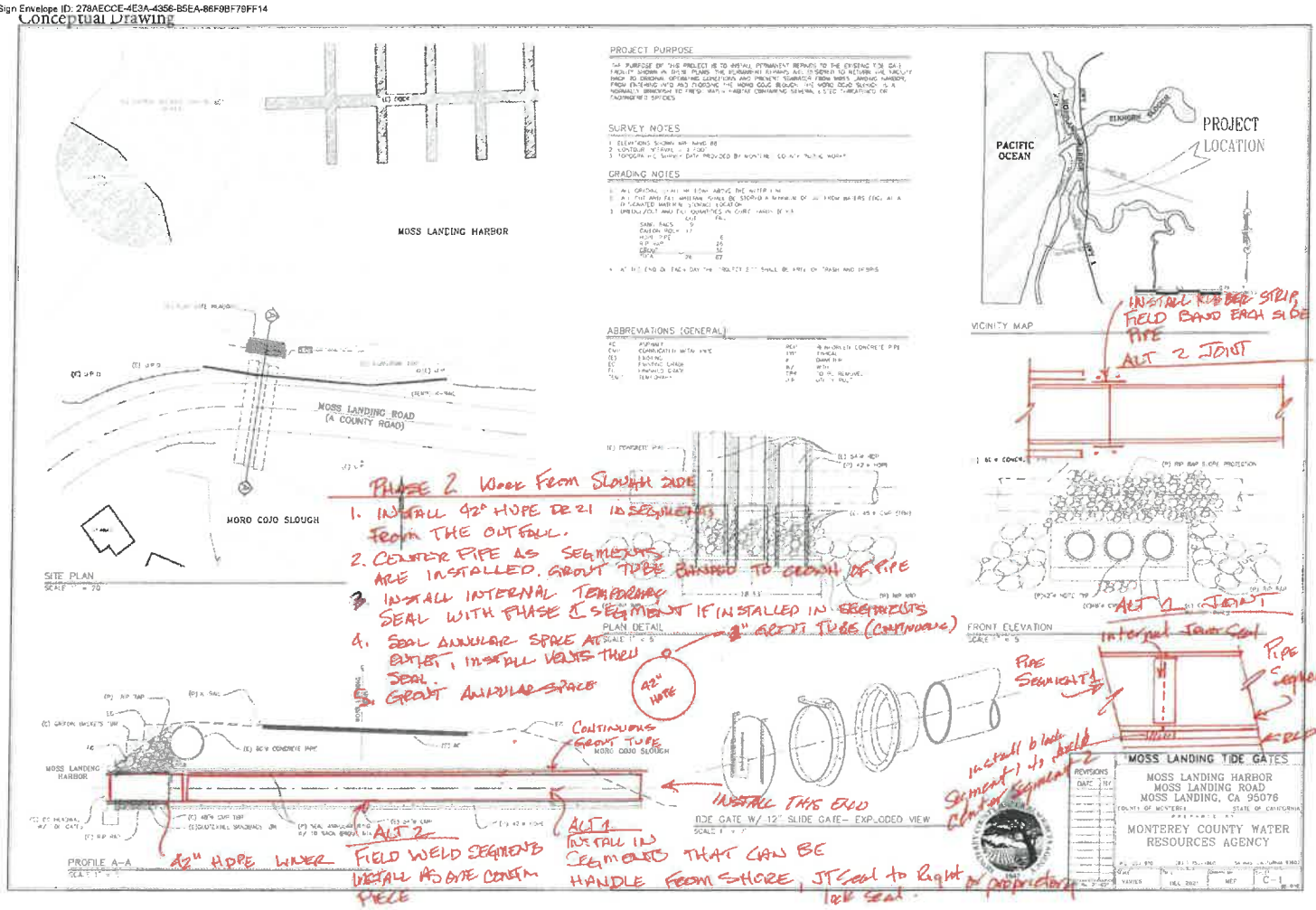
Conceptual Drawing

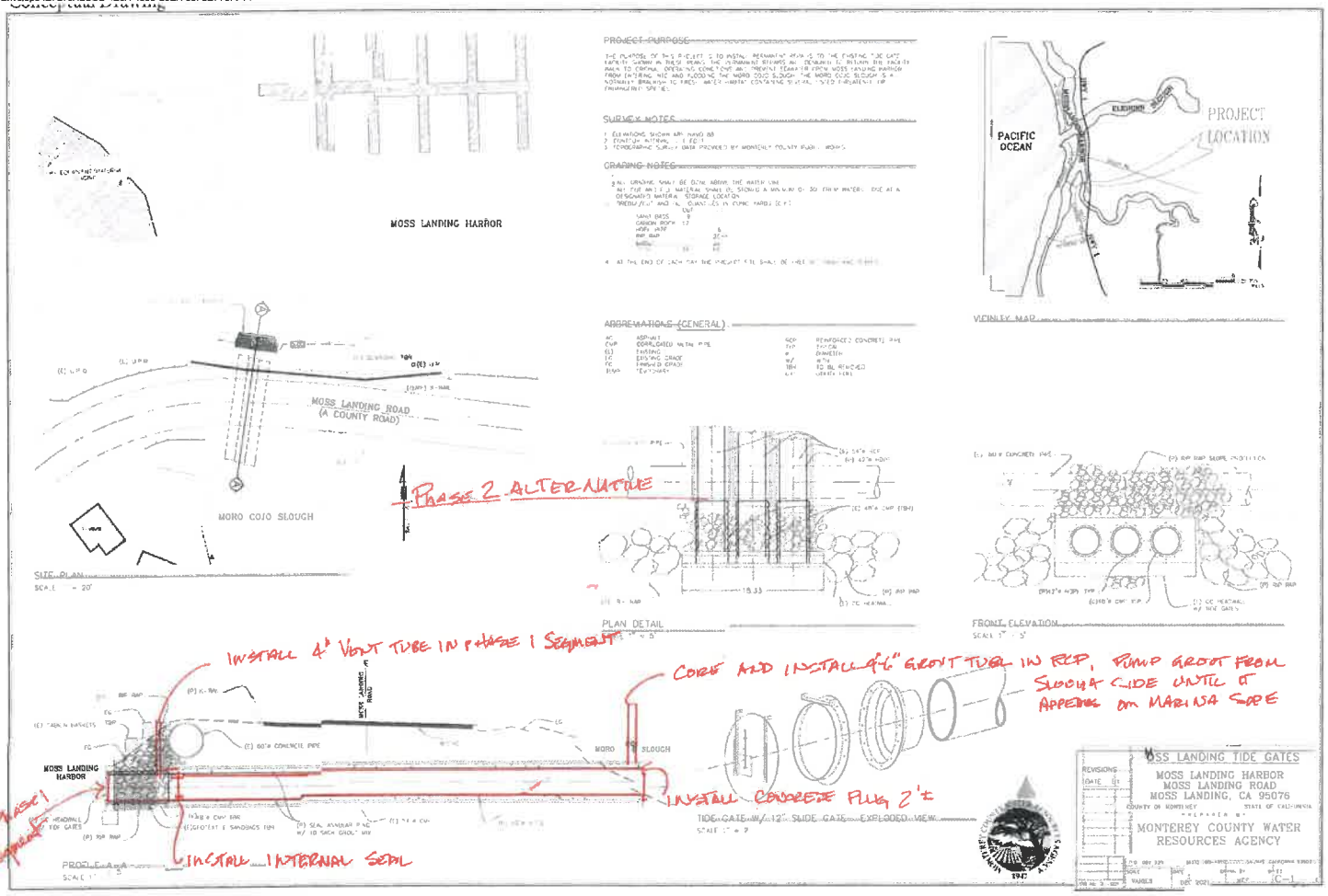


DocuSign Envelope ID: 278AECCE-4E3A-4356-B5EA-86F9BF78FF14

Conceptual Drawing



DocuSign Envelope ID: 278AECCE-4E3A-4356-B5EA-86F9BF79FF14



DocuSign Envelope ID: 278AECCE-4E3A-4356-85EA-86F9BF79FF14

Exhibit B
Payment Provisions

Monterey County Water Resources Agency
Labor and Direct Cost Estimate

Moss Landing Tide Gates

MCWRA - Moss Landing Tide Gates

Task No.	Description	Labor Estimates																		Total Estimate			
		Rettberg		Sansone		Fill		Martin		Hlain		Irving		Staff		Liu		Subconsultants		Admin					
		Principle-in-Charge Gr. 8		Engineering Support Gr. 8		Engineering Support Gr. 7		Environmental Support Gr. 7		Environmental Senior Professional Gr. 8		Environmental Senior Professional Gr. 8		Engineering Support Gr. 4		Engineering Support Gr. 3		N/A		Document Preparation					
		Hrs	$342	Hrs	$342	Hrs	$301	Hrs	$269	Hrs	$226	Hrs	$182	Hrs	$191	Hrs	$171	Hrs		Hrs	$127	Hrs	Labor	Per Diem	Total
1	Review Project Details and Project Management																					4	$1,296		$1,296
	Review Project Details and Coordinate Work	2	$684			2	$612															4	$1,296		$1,296
2	Develop Plans and Specifications for Construction Contract																					116	$25,978	$1,771	$27,749
	Develop Plans and Specifications for Construction Contract, including Site Visit			2	$684	14	$4,284	40	$10,760							50	$8,550			8	$1,016	114	$25,294	$1,771	$27,065
	QC/QA Review	2	$684																			2	$684		$684
3	Assist with Environmental Permitting																					4	$41,296		$41,296
	Assist with Environmental Permitting																		$40,000				$40,000		$40,000
	QC/QA Review	2	$684			2	$612															4	$1,296		$1,296
	HOURS Subtotal Tasks 1-4	6		2		18		40								50				8		124			
	Total Tasks 1-4		$2,053		$684		$5,508		$10,760								$8,550		$40,000		$1,016		**$68,570**	**$1,771**	$70,341

Notes and Assumptions:

General

1. Labor hour and grade and task distribution is for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered by MCWRA.
2. Per diem is estimated at 7% of labor for field tasks and will comply with MCWRA travel policies and procedures.

Task 1

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

Task 2

1. Develop Plans and Specifications for Construction Contract is anticipated for one construction manager for 12 hours, one senior engineer for 32 hours, and one CAD/Design Engineer for 40 hours for conceptual and final drawings in coordination with MCWRA engineer(s).
2. Site visit for Construction Manager and Engineer includes travel time from Oakland or Sacramento offices of GEI Consultants, Inc..
3. Task 2 assumes that existing MCWRA CAD files can be used for initial design layout and transfer into GEI CAD and drawing format.
4. Task 2 will be based on conceptual drawings provided to and discussed with Mark Foxworthy of MCWRA on 8/14/2023 (copy attached). Specifications will be included on the drawings and not in separate specification format.
5. Task 2 does not include an Opinion of Probable Cost Estimate from the design engineer.
6. Task 2 includes a contingency of one construction manager for 2 hours, one senior engineer for 8 hours, and one CAD/Design Engineer for 10 hours for design changes due to unanticipated permitting agency comments and requirements.

Task 3

1. Scope of Task 3 Assist with Environmental Permitting and Oversight and summary of cost by permit is included in attached document "MCWRA Moss Landing Culverts SOW_v2". Estimated costs are included and services will be performed only as approved by MCWRA.

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EXHIBIT C

DELIVERABLES

Required Document Formats

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

Plan set suitable for construction of repairs to Moss landing Tide Gate Culverts at Moss Landing Harbor. [one (1) set PDF format]

ACAD file used to generate plans (include all layers, surfaces, and topo). [.dwg format]

A completed permit application for all required permits necessary to implement the repair project at Moss landing Tide Gates. [PDF format]

All documents, plans and associated files shall be provided to the Agency in digital formats specified via a link to a cloud based file transfer service/app.

Docusign Envelope ID: 9241389A-0405-4C62-80FF-EB5662FB1884

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

THIS AMENDMENT NO. 1 is made to the PROFESSIONAL SERVICES AGREEMENT by and between **GEI CONSULTANTS, INC.,** hereinafter "CONTRACTOR", and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as "Agency".

WHEREAS, 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 June 30, 2028; and

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

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

   Term of Agreement. The term of this agreement shall begin on **August 21, 2023,** by CONTRACTOR and Agency, and will terminate on **June 30, 2028,** unless earlier terminated as provided herein.

2. 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.

3. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT dated August 21, 2023.

This space left blank intentionally

Docusign Envelope ID: 9241389A-0405-4C62-80FF-EB5662FB1884

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

MONTEREY COUNTY WATER RESOURCES AGENCY

DocuSigned by:
Ara Azhderian
1F182FF849A2435...
General Manager

7/1/2025 | 12:22 PM PDT
Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
Deputy Auditor/Controller

Dated: 7/1/2025 | 11:54 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Kelly L. Donlon
22D690CA05A940B...
Chief Assistant County Counsel

Dated: 7/1/2025 | 11:17 AM PDT

CONTRACTOR: GEI Consultants, Inc.

DocuSigned by:
By: William Rettberg
11E9B292EC63401...
Signature of Chair, President, or Vice-President

William Rettberg Sn. VP
Printed Name and Title

7/1/2025 | 9:59 AM PDT
Dated:

Signed by:
By: Mark Freitas
92D55070D9CC470...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Mark Freitas Vice President
Printed Name and Title

7/1/2025 | 11:06 AM PDT
Dated:

Signed by:
Trent Hill
30922505678A4ED...
Trent Hill SENIOR ADMINISTRATIVE ANALYST

7/1/2025 | 12:15 PM PDT

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

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

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

WHEREAS, CONTRACTOR entered into an Agreement for services with the Agency on August 21, 2023, and Amendment No. 1 on July 1, 2025; and

WHEREAS, the Parties wish to amend the Agreement by adding Exhibit A1 – Additional Scope of Work, adding Exhibit B1 – Additional Payment Provisions and increasing the dollar amount by $100,000.00 for a total contract amount not to exceed $200,000.00, to continue providing services identified in the Agreement; and

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

1. Amend Section 1, **"Employment of Contractor"**, to read as follows:

   Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A and Exhibit A1 – Additional Scope of Work, 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 – Scope of Work and Exhibit A1 – Additional Scope of Work.

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

   Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B and Exhibit B1 – Additional payment provisions. The maximum amount payable to CONTRACTOR under this contract is Two Hundred Thousand Dollars ($200,000.00).

Original	$100,000.00
Amendment No. 2	$100,000.00
Total	$200,000.00

3. 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.

4. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated August 21, 2023.

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

MONTEREY COUNTY WATER RESOURCES AGENCY

General Manager

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Chief Assistant County Counsel

Dated:

CONTRACTOR: GEI Consultants, Inc.

By:

Signature of Chair, President, or Vice-President

Printed Name and Title

Dated:

By:

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

Printed Name and Title

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 A1 – Additional Scope of Work

Scope of Work

Task 1 – Permitting Assistance

GEI previously assisted MCWRA with preparation of a Lake and Streambed Alteration Agreement (LSAA) application for the project. The California Department of Fish and Wildlife (CDFW) has since issued a draft LSAA to MCWRA based on that application. The draft LSAA includes measures (permit conditions) that may limit MCWRA's ability to implement the work due to the restrictive language. GEI will support MCWRA in resolving these challenges with CDFW by drafting proposed revised measures language, as well as rationale language, to submit to CDFW for consideration. The revised language will be developed by GEI to provide MCWRA with more flexibility in construction while protecting sensitive wildlife and resources. The draft language will be sent to MCWRA for review and comment. GEI will incorporate changes and edits, prepare the final revised measures, and enter them into CDFW's Environmental Permit Information Management System for review. This scope and cost proposal includes participation in two meetings with CDFW to discuss the proposed revised measures.

Assumptions

• GEI will upload and submit proposed revised measures via EPIMS to CDFW.

• This scope includes up to two (2) coordination meetings with CDFW. Additional meetings will require authorization.

Task 2 – Construction-phase Environmental Compliance Support

Per the requirements of the draft LSAA, GEI will support MCWRA with construction-phase environmental compliance support including providing worker environmental training (Measure 1.9), pre-construction surveys (Measures 2.3 and 2.4), and daily monitoring during construction (Measure 2.4). GEI biologists will cover pre-construction surveys and monitoring activities for white-tailed kite (*Elanus leucurus*), Southern sea otter (*Enhydra lutris nereis*), and Pacific harbor seal (*Phoca vitulina richardii*). Construction is assumed to take 20 days of work and would be continuous for 4 weeks. This scope and cost proposal includes time for preparation and submittal of reports as required by the draft LSAA.

Assumptions

• GEI monitoring consists of visual surveys; no in-water monitoring is included.

• Monitoring will occur 5 days per week for no more than 20 total days of work, with 10-hour workdays and approximately one hour of travel.

• This scope assumes one GEI biologist will be present. If construction activities require the presence of additional personnel, an addendum to the scope and cost proposal would be needed.

• This scope assumes that GEI biologists will be local (within one hour travel of the project), therefore no travel and lodging expenses are included.

Deliverables

- Worker environmental training documents
- Pre-construction survey reports
- Daily monitoring logs
- Final monitoring summary report

Exhibit B1 - Additional Payment Provisions

Moss Landing Culvert Replacement Project

Cost Estimate

GEI Consultants

4/24/2026

		Senior Permitting Specialist	Senior Environmental Scientist	Senior Biologist	Project Biologist	Biologist	Staff Biologist	Staff Professional	Total Hours	Total Dollars
		Grade 7	Grade 6	Grade 5	Grade 4	Grade 3	Grade 2	Grade 1		
Task	Task Name	$285	$235	$204	$172	$145	$131	$112		
1	**Permitting Assistance**									
1.1	Project Management	8		8					16	$ 3,912
1.2	Environmental support on CDFW Draft LSAA Permit	10		18					28	$ 6,522
	Subtotal Task 1	**18**	**0**	**26**	**0**	**0**	**0**	**0**	**44**	**$ 10,434**
2	**Construction-phase Environmental Compliance Support**									
2.1	Worker Environmental Training	2			9				11	$ 2,118
2.2	Pre-construction survey (within 14 days of work starting)	2			14				16	$ 2,978
2.3	Construction Monitoring and Reporting	4		20		300			324	$ 48,720
	Subtotal Task 1	**8**	**0**	**20**	**23**	**300**	**0**	**0**	**351**	**$ 53,816**
	Total	**26**	**0**	**46**	**23**	**300**	**0**	**0**	**395**	**$ 64,250.00**

April 24, 2026

VIA EMAIL:

Geotechnical
Environmental
Water Resources
Ecological

Mr. Mark Foxworthy, P.E.
Senior Engineer
Monterey County Water Resources Agency
1441 Schilling Place, North Bldg.
Salinas, CA 93901

Subject: Scope of Work and Cost Proposal for Permitting Assistance and Construction Monitoring for the Moss Landing Culvert Replacement Project

Dear Mr. Foxworthy:

GEI Consultants, Inc. (GEI) is providing a scope of work and cost proposal to support the Monterey County Water Resources Agency (MCWRA) with permitting assistance and construction monitoring for the Moss Landing Culvert Replacement Project.

Scope of Work

Task 1 – Permitting Assistance

GEI previously assisted MCWRA with preparation of a Lake and Streambed Alteration Agreement (LSAA) application for the project. The California Department of Fish and Wildlife (CDFW) has since issued a draft LSAA to MCWRA based on that application. The draft LSAA includes measures (permit conditions) that may limit MCWRA's ability to implement the work due to the restrictive language.

GEI will support MCWRA in resolving these challenges with CDFW by drafting proposed revised measures language, as well as rationale language, to submit to CDFW for consideration. The revised language will be developed by GEI to provide MCWRA with more flexibility in construction while protecting sensitive wildlife and resources. The draft language will be sent to MCWRA for review and comment. GEI will incorporate changes and edits, prepare the final revised measures, and enter them into CDFW's Environmental Permit Information Management System for review. This scope and cost proposal includes participation in two meetings with CDFW to discuss the proposed revised measures.

Assumptions

- GEI will upload and submit proposed revised measures via EPIMS to CDFW.
- This scope includes up to two (2) coordination meetings with CDFW. Additional meetings will require authorization.

Task 2 – Construction-phase Environmental Compliance Support

Per the requirements of the draft LSAA, GEI will support MCWRA with construction-phase environmental compliance support including providing worker environmental training (Measure 1.9),

GEI Consultants, Inc.
11010 White Rock Road, Suite 200, Rancho Cordova, CA 95670
916.631.4500 fax 916.634.4501

pre-construction surveys (Measures 2.3 and 2.4), and daily monitoring during construction (Measure 2.4). GEI biologists will cover pre-construction surveys and monitoring activities for white-tailed kite (*Elanus leucurus*), Southern sea otter (*Enhydra lutris nereis*), and Pacific harbor seal (*Phoca vitulina richardii*). Construction is assumed to take 20 days of work and would be continuous for 4 weeks. This scope and cost proposal includes time for preparation and submittal of reports as required by the draft LSAA.

Assumptions

- GEI monitoring consists of visual surveys; no in-water monitoring is included.
- Monitoring will occur 5 days per week for no more than 20 total days of work, with 10-hour workdays and approximately one hour of travel.
- This scope assumes one GEI biologist will be present. If construction activities require the presence of additional personnel, an addendum to the scope and cost proposal would be needed.
- This scope assumes that GEI biologists will be local (within one hour travel of the project), therefore no travel and lodging expenses are included.

Deliverables

- Worker environmental training documents
- Pre-construction survey reports
- Daily monitoring logs
- Final monitoring summary report

We appreciate the opportunity to continue supporting MCWRA on this critical project. Please contact us with any questions or to discuss this scope further.

Sincerely,

GEI Consultants, Inc.

Eric Htain
Senior Environmental Scientist

Len Sansone, P.E.
Senior Engineer/Project Manager

Enclosures
Attachment 1: Cost Estimate

ATTACHMENT 1:

Cost Estimate

Moss Landing Culvert Replacement Project

Cost Estimate

GEI Consultants

4/24/2026

		Senior Permitting Specialist	Senior Environmental Scientist	Senior Biologist	Project Biologist	Biologist	Staff Biologist	Staff Professional	Total Hours	Total Dollars
		Grade 7	Grade 6	Grade 5	Grade 4	Grade 3	Grade 2	Grade 1		
Task	Task Name	$285	$235	$204	$172	$145	$131	$112		
1	**Permitting Assistance**									
1.1	Project Management	8		8					16	$ 3,912
1.2	Environmental support on CDFW Draft LSAA Permit	10		18					28	$ 6,522
	Subtotal Task 1	**18**	**0**	**26**	**0**	**0**	**0**	**0**	**44**	**$ 10,434**
2	**Construction-phase Environmental Compliance Support**									
2.1	Worker Environmental Training	2			9				11	$ 2,118
2.2	Pre-construction survey (within 14 days of work starting)	2			14				16	$ 2,978
2.3	Construction Monitoring and Reporting	4		20		300			324	$ 48,720
	Subtotal Task 1	**8**	**0**	**20**	**23**	**300**	**0**	**0**	**351**	**$ 53,816**
	Total	**26**	**0**	**46**	**23**	**300**	**0**	**0**	**395**	**$ 64,250.00**

County of Monterey

Item No.10

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

Board Report

Legistar File Number: WRAG 26-151

May 18, 2026

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Board to consider nominations for Director and Alternate to serve on the Salinas Valley Basin Groundwater Sustainability Agency's Board of Directors. (Staff: Ara Azhderian)

County of Monterey

Board Report

Legistar File Number: WRAG 26-151

Item No.10

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

May 18, 2026

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Board to consider nominations for Director and Alternate to serve on the Salinas Valley Basin Groundwater Sustainability Agency's Board of Directors.

RECOMMENDATION:
Staff recommends the Monterey County Water Resources Agency Board of Directors:

Nominate Supervisor Glenn Church as the Primary Director, and Director John Baillie as the Alternate, to serve on the Salinas Valley Basin Groundwater Sustainability Agency's Board of Directors.

SUMMARY/DISCUSSION:
The Joint Exercise of Powers Agreement establishing the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) (excerpt attached) provides for a permanent Board of Directors and the nominating process for each Primary and Alternate Director. Section 6.5(c) provides representatives of the County of Monterey, the Monterey County Water Resources Agency, and the Monterey One Water Joint Powers Authority opportunity to nominate persons to serve as Primary and Alternate Directors to the SVBGSA. The SVBGSA's Board of Directors will then appoint from the nominees presented.

Supervisor Church and Director Baillie currently serve as Primary and Alternate Directors, respectively, to the SVBGSA and have demonstrated knowledge and commitment to the organization and its mission to protect and sustain groundwater resources that support the people, communities, and economy of Monterey County. On February 3, 2026, the County Board of Supervisors took action to re-approve the appointments of Supervisor Church and Director Baillie to the SVBGSA. Their current terms expire on June 30, 2026.

The SVBGSA is the process of formulating "portfolios" of projects based upon several recently completed feasibility studies to help inform potential future actions that will be described in updates to its six Groundwater Sustainability Plans, which are due to the Department of Water Resources in January 2027. To meet this deadline, the SVBGSA is engaged in an intense planning and decision-making effort, which will benefit from the specialized knowledge and experience that Supervisor Church and Director Baillie possess.

STRATEGIC PLAN ALIGNMENT:
The above staff recommendation aligns with the Board of Directors adopted 2020 Strategic Plan Goal B, Strategy 2.

OTHER AGENCY INVOLVEMENT:

County of Monterey Board of Supervisors; Monterey One Water Board of Directors

FINANCING:
This recommended action has no financial effect on the Agency.

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

JOINT EXERCISE OF POWERS AGREEMENT

establishing the

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

appointment to the Permanent Board set forth in Section 6.5, below. If such nominations are not received by the time specified, the Appointing Authority may make appointments to the Initial Board as it determines in its sole discretion.

The Initial Board shall serve only until September 30, 2017, at which time a Permanent Board shall be appointed as described below.

Section 6.3 – Permanent Board.

Subject to the Appointment and Nominating procedures set forth in Section 6.5, below, beginning on October 1, 2017, a Permanent Board shall be established consisting of the Director Positions with the qualifications and Appointing Authority as described in Exhibit B. With the exception of the CPUC Regulated Water Company Director Position, each Permanent Director Position shall have a term consisting of three (3) years and shall hold office until their successor is appointed by their Appointing Authority and the Agency has been notified of the succession. The terms of Permanent Director Positions shall be staggered, with Director Positions identified in rows (a), (c), (f), (h) and (j) of exhibit C serving three (3) year terms from initial appointment, and those identified in rows (b), (d), (g), (i), and (k) serving two (2) year terms from initial appointment, and thereafter serving three (3) year terms. The CPUC Regulated Water Company Director Position shall serve a term of two (2) years, and a Director shall hold office until their successor is appointed and the Agency has been notified of the succession. Notwithstanding the actual date of their initial appointment, for purposes of establishing the terms of Permanent Directors such initial appointment shall be deemed to have commenced on the July 1 preceding such initial appointment, and the terms of Directors shall thereafter commence on July 1 of the respective appointing year. Each Director Position shall require an affirmative appointment by the Appointing Authority for every term.

Section 6.4 – General Qualifications.

a) Each Director, whether on the Initial Board or Permanent Board, must have the following general qualifications:

i. General education and/or knowledge, interest in and experience relating to the control, storage, and beneficial use of groundwater.

ii. General understanding and knowledge of the Basin and all its beneficial users.

iii. Working knowledge and understanding of how to develop strategic plans, policies, programs, and financing/funding mechanisms.

iv. Genuine commitment to collaboratively work together to (i) achieve groundwater sustainability through the adoption and implementation of a GSP for the Basin, and all its beneficial uses; and (ii) provide for the ongoing sustainable management of the Basin.

v. General knowledge and understanding of one or more of the different facets

(administration, financial, legal, organizational, personnel, etc.) needed for a successful and productive organization.

vi. Ability to commit the time necessary, estimated at a minimum 15-20 hours per month, to responsibly fulfill their commitment to the organization. This includes, but is not limited to: (i) Board meetings, (ii) Board training, (iii) analyzing financial statements and technical reports, (iv) reviewing Board documents before Board meetings, (v) attending Board meetings, and (vi) serving on committees to which they are assigned.

vii. A permanent resident within the Basin, or a representative of an agency with jurisdiction, or a business or organization with a presence, within the Basin.

b) Nominating groups and Appointing Authorities, as described in Section 6.5, should endeavor to avoid nominating or appointing a person to a Director Position that, because of his or her employment or other financial interest, is likely to be disqualified from a substantial number of decisions to be made by the Board on the basis of conflict-of-interest requirements.

Section 6.5 – Appointments and Nominations for Director Positions on the Permanent Board.

The appointment and nominating process for each Primary and Alternate Director Positions on the Permanent Board shall be as follows:

a) City of Salinas Director Position.

The City of Salinas shall appoint the Director Position listed in Row (a) of Exhibit B, the specific qualifications of such Director Position to be at the discretion of the City of Salinas.

b) South County Cities Director Position.

The Director Position listed in Row (b) of Exhibit B shall be filled by a representative from one of the four cities listed therein. The City Selection sub-Committee shall determine which city shall be the Appointing Authority for each term of the Director Position. The specific qualifications of such Director Position shall be at the discretion of that city designated the Appointing Authority. If the City Selection sub-Committee cannot reach agreement on a city to be the Appointing Authority for this Director Position, the County Board of Supervisors shall decide which city shall be the Appointing Authority.

c) Other GSA Eligible Entity Director Position.

i. Representative of the entities listed on Exhibit C shall be eligible to participate in the nominating process for the Other GSA Eligible Entity Director Position listed in Row (c) of Exhibit B.

ii. The representatives collectively by agreement among themselves shall make nominations to the Appointing Authority for the persons to fill both the Primary and Alternate Director Positions when the term of such position are expiring or are vacant.

iii. The representatives shall nominate one or more persons to fill both the Primary and Alternate Director Positions. If more than one person is nominated the representatives shall indicate the preferred nominee.

iv The Appointing Authority shall appoint the nominee (if only one) or appoint from among the nominees; the Appointing Authority may reject a nominee only for Cause. If the representatives cannot or do not forward any nominations the Appointing Authority shall make the appointment based upon its own determination.

v. The representatives may also advise the Appointing Authority regarding the removal of their nominee from the Director Positions for Cause. If the Appointing Authority determines that Cause exists such Director shall be removed and a new Director appointed to fill out the remaining term of the removed Director. The representatives may also request that their nominee in the Director Position be removed for any reason or no reason. If such request is made the Appointing Authority shall remove the Director and a new Director appointed to fill out the remaining term of the removed Director.

vi. From time-to-time entities may ask to be removed from Exhibit C. If such request is made the Appointing Authority shall notify the other Members and the Board, and Exhibit C shall be modified accordingly.

vii. From time-to-time other entities may request to be included on Exhibit C. The then-existing representatives shall inform the Appointing Authority if such requests are acceptable. If accepted by the representatives the Appointing Authority shall notify the other Members and the Board, and Exhibit C shall be modified accordingly.

d) Disadvantaged Community, or Public Water System Systems, including Mutual Water Companies serving residential customers, Director Position.

i. Representative of the entities listed on Exhibit D shall be eligible to participate in the nominating process for the Disadvantaged Community, or Public Water System Systems, including Mutual Water Companies serving residential customers, Director Position listed in Row (d) of Exhibit B.

ii. The representatives by agreement among themselves shall collectively make nominations to the Appointing Authority for the persons to fill both the Primary and Alternate Director Positions when the term of such positions are expiring or are vacant.

EXHIBIT B

BOARD OF DIRECTORS

	Director	Representing	Specific Qualifications	Appointing Authority
a)	City of Salinas.	City of Salinas.	To be determined by the Appointing Authority.	Salinas City Council.
b)	South County Cities.	Cities of Gonzales, Soledad, Greenfield, and King City.	To be determined by the Appointing Authority.	Appropriate City Council as recommended by the City Selection sub-Committee.
c)	Other GSA Eligible Entity.	GSA Eligible Entities but not including the cities of Salinas, Gonzales, Soledad, Greenfield or King City.	Must be a representative of a GSA Eligible Entity but not including the cities of Salinas, Gonzales, Soledad, Greenfield or King City.	Monterey County Board of Supervisors.
d)	Disadvantaged Community, or Public Water System, including Mutual Water Companies serving residential customers.	Unincorporated Disadvantaged Communities, or Public Water Systems, including Mutual Water Companies serving residential customers only.	Must be a resident of a Disadvantaged Community in the unincorporated area, or a representative Public Water System, including Mutual Water Companies serving residential customers only.	Castroville Community Services District.
e)	CPUC Regulated Water Company.	CPUC Regulated Water Companies in the Basin.	Must be a representative of a CPUC Regulated Water	Salinas City Council.

EXHIBIT C

OTHER GSA ELIGIBLE ENTITY DIRECTOR POSITION NOMINATING GROUP

COUNTY OF MONTEREY

WATER RESOURCES AGENCY OF MONTEREY COUNTY

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY

County of Monterey

Item No.11

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

Board Report

Legistar File Number: WRAG 26-152

May 18, 2026

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

May 2026 Calendar
June 2026 Calendar

May 2026

MC Water

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 26	27	28	29	30 [redacted] 1:30 PM Water Resource	May 1	2
3	4	5	6 10 AM Planning Commit	7 [redacted]	8	9
10	11 1 PM Joint Water Resource	12	13 [redacted]	14 [redacted]	15	16
17	18 Board of Directors Meet 9:30 AM SGMA Workshop 12 PM WRA Board of Di	19	20	21 [redacted]	22	23
24	25 Memorial Day	26	27	28 [redacted] 1:30 PM Water Resource	29	30
31	Jun 1	2	3 10 AM Planning Commit	4 9 AM Manager's Meetin	5 9 AM Finance and Admi 11 AM SPECIAL MEETING-I	6

June 2026

MC Water

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 31	Jun 1	2	3 10 AM Planning Commit	4 [redacted]	5 9 AM Finance and Admi 11 AM SPECIAL MEETING-I	6
7	8	9	10	11 [redacted]	12	13
14	15 Board of Directors Meet 12 PM WRA Board of Di	16	17	18 [redacted]	19 Juneteenth	20
21	22	23	24	25 [redacted] 1:30 PM Water Resource	26	27
28	29	30	Jul 1 10 AM Planning Commit	2 [redacted] 2 PM Joint Water Resource	3 Independence Day (Obser	4

County of Monterey

Item No.12

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

Board Report

Legistar File Number: WRAG 26-162

May 18, 2026

Introduced: 5/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

1. Personnel
2. Agency Outreach
3. Strategic Plan Update
4. Legislative Update

Personnel:

Beginning with good news, please join me in welcoming Ernesto Velazquez-Mancilla who will be joining the Agency team on May 18th as a Water Resources Engineer focused on supporting the Agency's CSIP program work. For the Senior Account Clerk position, we have concluded interviews and are working with the County's Human Resources Department to produce an offer letter. Lastly, the application window for the Water Maintenance Worker II position for the dams has closed and the applicant screening process is underway.

Agency Outreach:

Beginning the week of May 18th, the Agency is engaged in several outreach efforts. On May 18th, the Agency is co-hosting a joint-boards workshop with the Salinas Valley Basin Groundwater Sustainability Agency to present findings from six technical studies performed by the SVBGSA, with technical support from the Agency, to help inform future decisions about potential projects and actions intended to meet the objectives of the SVBGSA's six Groundwater Sustainability Plans. The workshop is for members of the Agency's Board of Supervisors and Board of Directors, and the SVBGSA's Board of Directors, as well as members of the public, to ask questions of staff and consultants pertaining to the technical memos. On May 19th, the Agency is co-hosting a workshop with Supervisor Daniels and District 5 to present findings from the Carmel River – Paso Hondo Flood Study. The Study was made possible with funding made available by Senator Laird through the Budget Act of 2023 and administered by the California Department of Water Resources. Lastly, the Agency is co-hosting a Deep Aquifers Management Recommendations workshop with the SVB, the Marina Coast Water District GSA, and the County of Monterey. The focus of the workshop is to present the Management Recommendations to Deep Aquifers well owners and to discuss next steps. Funding for the DA Management Recommendations memorandum was provided through a grant awarded by the California Department of Water Resources to the Marina Coast WDGSA.

Strategic Plan Update:

The Agency's Strategic Plan Update is in full swing. The Agency has identified small stakeholder groups and our consultant, Jacob Green & Associates, has begun to schedule interviews and focus group meetings. We are also planning for a special Board of Directors meeting this July. To keep abreast of the Update, please follow the Planning Committee. Lastly, we have developed a survey for community members to express views regarding water management, flood protection, and long-term resource sustainability. We are encouraging the Agency's Supervisors, Directors, and stakeholders to share the following links on respective social media platforms so that we may maximize the opportunity for Monterey County residents to participate in this important planning effort.

Monterey County Water Resources Agency Strategic Plan Community & Stakeholder Survey

Agencia de Recursos Hídricos del Condado de Monterey Encuesta Comunitaria

Legislative Update:

FY2027 Interior Department Budget: In testimony before Congress, Interior Secretary Doug Burgum spent much of April defending the Trump Administration's proposed FY2027 Interior Department budget, which includes significant cuts to public lands, water, and conservation programs. The proposal would reduce Interior's overall discretionary budget by roughly 13%, including a Bureau of Reclamation budget of approximately $1.27 billion, while eliminating key western water programs such as WaterSMART and Title XVI water recycling grants – programs the Agency has and continues to rely upon for project funding and sources the SVBGSA is looking to for future projects. Additional proposed reductions affecting western water and natural resource interests include cuts to USGS. On a brighter note, Burgum strongly endorsed congressional efforts to advance permitting reform, arguing that laws such as NEPA and the Endangered Species Act have been "weaponized" and are slowing needed infrastructure and energy development.

EPA Water Reuse Action Plan 2.0: The EPA announced the launch of Water Reuse Action Plan (WRAP) 2.0, a renewed federal initiative focused on expanding water reuse to support agriculture, industry, energy production, and emerging technologies such as artificial intelligence and data centers. The plan emphasizes collaboration with states, local governments, and industry partners rather than new federal mandates, while promoting investments and best practices for recycled water use and water supply resilience. The initiative received support from the Congressional Western Caucus, which praised the effort as an important step toward strengthening long-term water reliability and economic growth in the West. This is all against the backdrop of the Administration's budget that, like other water programs, proposes to cut funding in these areas. How the balance between funding cuts and new initiatives is struck is "to be determined".

EPA FY 2027 Budget Proposes Cuts to SRF Water Infrastructure Funds: The Trump Administration's FY2027 budget request proposes cutting EPA's state revolving fund (SRF) programs by roughly 90 percent, a reduction of more than $2.5 billion, just as both the SRF programs and supplemental Bipartisan Infrastructure Law funding are set to expire at the end of this fiscal year. Water agencies are pushing back and remain cautiously optimistic that Congress will again reject the cuts, as it did in FY 2026. The Agency has been looking at SRF as one of the financing options to help fund future CSIP program costs.

Trump Administration's Expedited Permitting Agenda: Recent developments in Congress suggest that momentum for bipartisan permitting reform is continuing to build, although significant policy differences remain. Senate Environment and Public Works Committee leaders are reportedly working closely together on a broad package aimed at streamlining approvals for energy, infrastructure, and transmission projects. Negotiators are discussing faster environmental reviews, expanded electric transmission siting, litigation reforms, and greater certainty for already-issued permits. Senate leaders have indicated that draft legislation could emerge later this summer.

At the same time, the White House is pushing Congress to include reforms to Clean Water Act Section 401, which gives states authority to condition or block federally permitted projects based on water quality concerns. Separately, bipartisan House lawmakers introduced the "CERTAIN Act," which would provide greater protection for lawfully issued permits, establish clearer agency timelines, reduce duplicative reviews, and improve interagency coordination.

County of Monterey

Board Report

Item No.13

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

Legistar File Number: WRAG 26-153

May 18, 2026

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Committee Agenda's for May and June 2026.

- Water Resources Agency Water Resources Advisory Committee Agenda April 30, 2026
- Joint Water Resources/ Board of Supervisors Leadership Committee Agenda May 11, 2026
- Finance & Administration Committee Cancellation May 1, 2026
- Water Resources Agency Planning Committee Agenda May 6, 2026

County of Monterey

Schilling Government Center
1441 Schilling Place
Salinas, CA 93901

Meeting Agenda - Final

Saffron Room - 1441 Schilling Pl, Salinas CA 93901 or Via Zoom

Thursday, April 30, 2026
1:30 PM

SLO County Chair location: Old Courthouse Room 207
976 Osos St. San Luis Obispo, CA 93408

Water Resources Advisory Committee

For information on The Ralph M. Brown Act: Open Meetings, please click the link below:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5

COMMITTEE MEMBERS:
John Baillie, Chair
Jason Smith, Vice Chair
Ken Ekelund
Jon Conatser
Doug Scattini
David Bunn
Steve McIntyre
Grant Cremers
Dennis Lebow
Robin Lee
Patrick Breen
Nathan Merkel
Anna McKenna
Douglas Blois
Salinas Valley City - Vacant

How to participate in this meeting:
Via Zoom: Members of the public may participate in this meeting virtually via computer or smart device. To Join the Zoom Meeting, copy and paste the link into your browser: https://montereycty.zoom.us/j/94660417478?pwd=tPGpV3BHvH32Z9ikayGJjfjmaIifAT.1 - Meeting ID: 946 6041 7478 Password: 414544

To Participate via phone, you can call the number below and enter the webinar ID number and password when prompted: Phone Number: (669) 219 2599 Meeting ID: 946 6041 7478 Password: 414544

In-Person at the address listed above.

Public Comments: The following options are available to any member of the public participating virtually or in person who wishes to make any comments to the Water Resources Advisory Committee.

Before the Meeting via Email: Written comments can be emailed by 5:00 p.m. on the Wednesday prior to the Committee meeting, to WRAPubliccomment@countyofmonterey.gov,. Please indicate the Committee name, meeting date and agenda number in the subject. Comments received by the deadline will be distributed to the Committee and placed in the record.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak by raising their hand in person. On the Zoom application, click the “Raise Hand” button. On the phone, or press *9 on the phone. The Secretary to the Board Committee will call speaker names and un mute speaker mics. You will have 2 minutes to provide your comments. Please note, the time limit to speak for commenter's who have already submitted something in writing may be shortened.

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 Wednesday prior to the Committee meeting in order to provide time for the Agency to address the request.

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

Cómo participar en esta reunión:
De forma remota vía Zoom: Los miembros del público pueden participar en esta reunión de manera virtual a través de una computadora o dispositivo inteligente. Para unirse a la reunión de Zoom, copie y pegue el siguiente enlace en su navegador:
https://montereycty.zoom.us/j/94660417478?pwd=tPGpV3BHvH32Z9ikayGJjfjmaIifAT.1 - ID de la reunión: 946 6041 7478 Contraseña: 414544

Para participar por teléfono:Puede llamar al número que aparece a continuación e ingresar el ID de la reunión y la contraseña cuando se le solicite:
Número de teléfono: (669) 219 2599 ID de la reunión: 946 6041 7478 Contraseña: 414544

En persona: En la dirección indicada anteriormente.

Comentarios del público:Las siguientes opciones están disponibles para cualquier miembro del público que participe de forma virtual o en persona y desee hacer comentarios ante el Comité Asesor de Recursos Hídricos.

Antes de la reunión por correo electrónico:
Envíe sus comentarios por correo electrónico antes de las 5:00 p. m. del miércoles previo a la reunión a WRAPubliccomment@countyofmonterey.gov. Incluya en el asunto el nombre del Comité, la fecha de la reunión y el número del punto de la agenda. Los comentarios recibidos antes de la fecha límite serán distribuidos al Comité y archivados en el registro oficial.

Durante la reunión mediante comentarios orales: Cuando el Presidente solicite comentarios del público, los asistentes pueden hacer fila para hablar levantando la mano en persona. En la aplicación de Zoom, haga clic en el botón “Levantar la mano”. Por teléfono, presione *9.

El/la Secretario/a del Comité llamará a los oradores por nombre y activará sus micrófonos. Cada persona tendrá 2 minutos para presentar sus comentarios. Tenga en cuenta que el tiempo permitido para quienes ya hayan presentado comentarios por escrito puede ser reducido.

Las personas con discapacidades que necesiten una adaptación razonable para observar o participar en la reunión pueden solicitarla por correo electrónico a: WRApubliccomment@countyofmonterey.gov

La solicitud debe realizarse a más tardar al mediodía del miércoles previo a la reunión del Comité, para permitir que la Agencia tenga tiempo de atender la solicitud.

El Presidente y/o el Secretario podrán establecer reglas razonables según sea necesario para conducir la reunión de manera ordenada.

Call to Order

Roll Call

Public Comments

Committee Member Comments

Consent Calendar

1. Approve the Minutes of the Water Resources Advisory Committee meeting held on February 26, 2026.

   Attachments: draft WRAC Minutes Feb 26th 2026

Staff Reports

2. Water Year 2026 Quarter 2 Salinas Valley Quarterly Water Conditions Report. (Staff Presenting: Guillermo Diaz-Moreno.)

   Attachments: Final Quarterly Report – Q2 WY2026

3. Current Reservoir Conditions, Releases, and Downstream Flows. (Staff Presenting: Joey Klein & Casey DeLay.)

   Attachments: Current Reservoir Conditions & Releases Report

4. April 1 Water Year Type Forecast.(Staff Presenting: Joey Klein.)

   Attachments: Year Type Memo 2026

5. Boat Dock Program Update. (Staff Presenting: Mallory Roberts & Yolanda Maciel.)

Status Reports

6. · Reservoir Recreation and Parks Activities
   · County of San Luis Obispo Activities
   · Mussel Program Pre-Season Update

Calendar

7. Set the next meeting date and discuss future agenda items.

Adjournment

County of Monterey

Saffron Room
1441 Schilling Place, 1st Floor
Salinas, Ca 93901

Meeting Agenda - Final

Saffron Room 1441 Schilling Pl. Salinas Ca. 93901 or Via Zoom

Monday, May 11, 2026
1:00 PM

Monterey County District 3 to host public and participate via Zoom: Conference Room 1011 Broadway St. Suite C, King City Ca. 93930

Joint Water Resources/Board of Supervisors Leadership Committee

Supervisor Glenn Church, Chair - District 2
Supervisor Chris Lopez - District 3
Matthew Simis - Vice Chair
Jason Smith

For information on The Ralph M. Brown Act: Open Meetings, please click the link below:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5

To attend the Joint Water Resources/Board of Supervisors Leadership meeting by the following methods:

You may attend in person.

For ZOOM participation please join by computer audio at:
https://montereycty.zoom.us/j/91549122710, password 543389

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

PLEASE NOTE: IF ALL 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 MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

Enter this Meeting ID number: 915 4912 2710, PASSWORD: 543389.
Please note there is no Participant Code, you will just press # 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" by phone please push *9 on your keypad.

If you choose not to attend the Joint Board of Supervisors Leadership meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Friday before the meeting to the Secretary of the Board at WRApubliccomment@countyofmonterey.gov.

In order to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting date (i.e. JBL agenda) and item number (i.e. Item No.10). Your comment will be placed into the record at the Board meeting.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec.12132),and the federal rules and regulations adopted in implementation thereof.
Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Water Resources Agency Office the Friday prior to the Joint Board of Supervisors Leadership meeting.

Para participar en la Reunión de Liderazgo Conjunta de Recursos Hídricos/Junta de Supervisores:

Podra asistir personalmente a la reunion.

Para participacion via ZOOM, por favor únase por computadora:
https://montereycty.zoom.us/j/91549122710, Contrasena: 543389

O para participar for teléfono, llame a cualquiera de los números a continuación:
+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

POR FAVOR TENGA EN CUENTA: SI TODOS LOS MIEMBROS DEL COMITÉ ESTÁN PRESENTES EN PERSONA, EL ACCESO POR ZOOM ES SOLO POR CONVENIENCIA Y NO ES LEGALMENTE REQUERIDO. SI SE PIERDE LA SEÑAL DE ZOOM, LA REUNIÓN PUEDE PAUSARSE BREVE PERO PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

Cuando se le solicite, ingrese este número de reunión: 915 4912 2710, Contrasena: 543389.

Por favor tenga en cuenta no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.Se le colocará en la reunion como asistente; cuando deseé hacer un comentario público por la computadora utilize opción de "levantar la mano" en el chat de la pantalla; o por teléfono presione *9 en su teclado de telefono.

Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envie su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion. Envie su comentario a la Secretaria de la Junta al correo electronico WRApubliccomment@countyofmonterey.gov.

Para ayudar a la Secretaria a idenficar el artículo de la agenda relacionado con su comentario, por favor indique en la linea de asunto del correo electronico la fecha de la reunion (ejemplo, la Agenda de la Junta Directiva) y el número de artículo (ejemplo, el Artículo No. 10). Su comentario se colocará en el registro de esta Reunion.

Formatos Alternativos de Agenda: si se solicita, la agenda estar disponsible en formatos alternativos apropiados para personas con discapacidad, segun lo requerido por la Seccion 202 de la Ley de Estadounidense con Discapacidades de 1990 (42 USC Sec. 12132) y las normas y regulaciones federales adoptadas para su implementacion. Las personas con discapacidad que requieran una modificacion, adaptacion, includios ayudas o servicios auxiliares, para poder participar en la reunion publica pueden hacer estas solicitiaciones a la Agencia de Recursos Hidricos el Viernes antes de la reunion.

Call to Order

Roll Call

Public Comment

Approval of Action Minutes

1. Approve the Action Meetings March 30, 2026. **JBL 26-009**

Attachments: final JBL Minutes March 30, 2026

Regular Agenda

2. Overview of the Outreach and Development of the 2026 Updated Strategic Plan. **JBL 26-010**
(Staff: Shaunna Murray)

Attachments: Strategic Plan Update May 2026

3. Receive an update on the new Grazing Lease Cycle for November 2026. **JBL 26-011**

Attachments: Board Report

4. Summary of the Invasive Mussel Prevention Program activities at the Nacimiento and San Antonio Reservoirs. **JBL 26-012**

Attachments: Board Report

Committee Member Comments

Adjournment

WATER RESOURCES AGENCY

M E M O R A N D U M

Monterey County

DATE: April 27, 2026

PUBLIC MEETING CANCELLATION NOTICE

THE FINANCE AND ADMINISTRATION COMMITTEE MEETING SCHEDULED FOR

FRIDAY, MAY 1, 2026 @ 9:00 AM

HAS BEEN CANCELLED.

WATER RESOURCES AGENCY
1441 SCHILLING PLACE, N. BLDG
SALINAS, CA 93901

County of Monterey

Schilling Government Center
1441 Schilling Place
Salinas, CA 93901

Meeting Agenda - Final

Wednesday, May 6, 2026
10:00 AM

Saffron Conference Room
1441 Schilling Place, Salinas, CA 93901

Water Resources Agency Planning Committee

For information on The Ralph M. Brown Act: Open Meetings please click on the link below: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5

COMMITTEE MEMBERS:
Ken Ekelund, Chair
Deidre Sullivan, Vice Chair
Matt Simis
Mark Gonzalez

How to participate in this meeting: In-Person at the address listed above.

Via Zoom: Members of the public may participate in this meeting virtually via computer or smart device. To Join the Zoom Meeting, copy and paste the link into your browser: https://montereycty.zoom.us/j/92329693521?pwd=vi52WPz8baA3EL2FbIp05wM0awv5fv.1

Meeting ID: 923 2969 3521 Password: 901221
To Participate via phone, you can call the number below and enter the webinar ID number and password when prompted: Phone Number: (669) 219 2599 Meeting ID: 923 2969 3521 Password: 901221

Public Comments: The following options are available to any member of the public participating virtually or in person who wishes to make any comments to the Water Resources Advisory Committee.

Before the Meeting via Email: Written comments can be emailed by 5:00 p.m. on the Tuesday prior to the Committee meeting, to WRAPubliccomment@countyofmonterey.gov. Please indicate the Committee name, meeting date and agenda number in the subject. Comments received by the deadline will be distributed to the Committee and placed in the record.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak by raising their hand in person. On the Zoom application, click the "Raise Hand" button. On the phone, or press *9 on the phone. The Secretary to the Board Committee will call speaker names and unmute speaker mics. You will have 3 minutes to provide your comments.
Please note, the time limit for commenters who have already submitted something in writing may be shortened.

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 Tuesday prior to the Committee meeting in order to provide time for the Agency to address the request.
The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner

Cómo participar en esta reunión: En persona: En la dirección indicada anteriormente.

De forma remota vía Zoom: Los miembros del público pueden participar en esta reunión de manera virtual a través de una computadora o dispositivo inteligente. Para unirse a la reunión de Zoom, copie y pegue el siguiente enlace en su navegador: https://montereycty.zoom.us/j/92329693521?pwd=vi52WPz8baA3EL2FbIp05wM0awv5fv.1

ID de la reunión: 923 2969 3521 Contraseña: 901221
Para participar por teléfono:Puede llamar al número que aparece a continuación e ingresar el ID de la reunión y la contraseña cuando se le solicite:
Número de teléfono: (669) 219 2599 ID de la reunión: 923 2969 3521 Contraseña: 901221

Comentarios del público:Las siguientes opciones están disponibles para cualquier miembro del público que participe de forma virtual o en persona y desee hacer comentarios ante el Comité Asesor de Recursos Hídricos.

Antes de la reunión por correo electrónico: Los comentarios escritos pueden enviarse por correo electrónico hasta las 5:00

p. m. del martes previo a la reunión del Comité a: WRAPubliccomment@countyofmonterey.gov

Por favor, indique el nombre del Comité, la fecha de la reunión y el número del punto de la agenda en el asunto del correo electrónico. Los comentarios recibidos antes de la fecha límite serán distribuidos al Comité y archivados como parte del registro oficial.

Durante la reunión mediante comentarios orales: Cuando el Presidente solicite comentarios del público, los asistentes pueden hacer fila para hablar levantando la mano en persona. En la aplicación de Zoom, haga clic en el botón "Levantar la mano". Por teléfono, presione *9.

El/la Secretario/a del Comité llamará a los oradores por nombre y activará sus micrófonos. Cada persona tendrá 3 minutos para presentar sus comentarios. Tenga en cuenta que el tiempo permitido para quienes ya hayan presentado comentarios por escrito puede ser reducido.

Las personas con discapacidades que deseen solicitar una adaptación o modificación razonable para observar o participar en la reunión pueden hacerlo enviando un correo electrónico a: WRApubliccomment@countyofmonterey.gov
La solicitud debe realizarse a más tardar al mediodía del martes previo a la reunión del Comité, para permitir que la Agencia tenga tiempo de atender la solicitud.

El Presidente y/o el Secretario podrán establecer reglas razonables según sea necesario para conducir la reunión de manera ordenada.

Call to Order

Roll Call

Public Comment

Committee Member Comments

Consent Calendar

1. Approved the Action Minutes of the Planning Committee meeting held on April 1, 2026.

   Attachments: Draft Meeting Minutes April 1, 2026

Staff Reports

2. Overview of the Outreach and Development of the 2026 Updated Strategic Plan. (Staff: Shaunna Murray)

   Attachments: Strategic Plan Update May 2026

3. Receive an update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee. (Staff: Shaunna Murray)

   Attachments: Board Report

4. Receive an update on the new Grazing Lease Cycle for November 2026. (Staff: Jessell Fenley)

Attachments: Board Report

Scheduled Items

5. Annual General Manager Performance Evaluation Process. (Staff: Ara Azhderian)

Attachments: Annual General Manager Performance Evaluation Process

Calendar

6. Set the next meeting date and discuss future agenda items.
Next scheduled meeting is set for June 3, 2026.

Adjournment

County of Monterey

Item No.14

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

Board Report

Legistar File Number: WRAG 26-154

May 18, 2026

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Reservoir Storage and Release Update. (Staff: Joseph Klein)

Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Reservoir Storage and Release Update. (Staff: Joseph Klein)

SUMMARY/DISCUSSION:
The Board of Directors receives monthly updates on the status of Agency reservoirs.
RESERVOIR ELEVATION / STORAGE: As of May 11, San Antonio Reservoir has a water surface elevation of approximately 753.9 feet (NGVD 29), with 211,210 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 771.15 feet, with 243,715 acre-feet of water in storage. San Antonio Reservoir is currently at 63% of storage capacity and Nacimiento Reservoir is at 62% of capacity.

RAINFALL: There was no significant rain in late April or early May. Light rains have kept the Nacimiento River channel wetted above the reservoir, but flow is not significant.

SALINAS RIVER LAGOON: Following warm weather in March and startup of the Salinas River Diversion Facility (SRDF) in early April, the Salinas Lagoon closed to the ocean on April 10, 2026. The lagoon remains closed to the ocean.

RESERVOIR RELEASES: Releases of the 2026 conservation release season began from Nacimiento reservoir on March 26, 2026. Conservation releases began from San Antonio Reservoir on April 6, 2026. Due to warming weather, releases have been increasing throughout early May.

Releases as of May 11, 2026:

- Nacimiento Reservoir: 280 cfs
- San Antonio Reservoir: 130 cfs

Total releases from both reservoirs to the Salinas River are approximately 410 cfs. The following "provisional" flows have been recorded by the USGS:

- Nacimiento River below Nacimiento Dam: 258 cfs
- Salinas River near Bradley: 351 cfs
- Salinas River near King City: 269 cfs
- Salinas River at Soledad: 200 cfs
- Salinas River near Chualar: 91 cfs
- Salinas River near Spreckels: 59 cfs

Prepared by: Joseph Klein, Hydrologist (831) 755-4860

County of Monterey

Item No.15

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

Board Report

Legistar File Number: WRAG 26-147

May 18, 2026

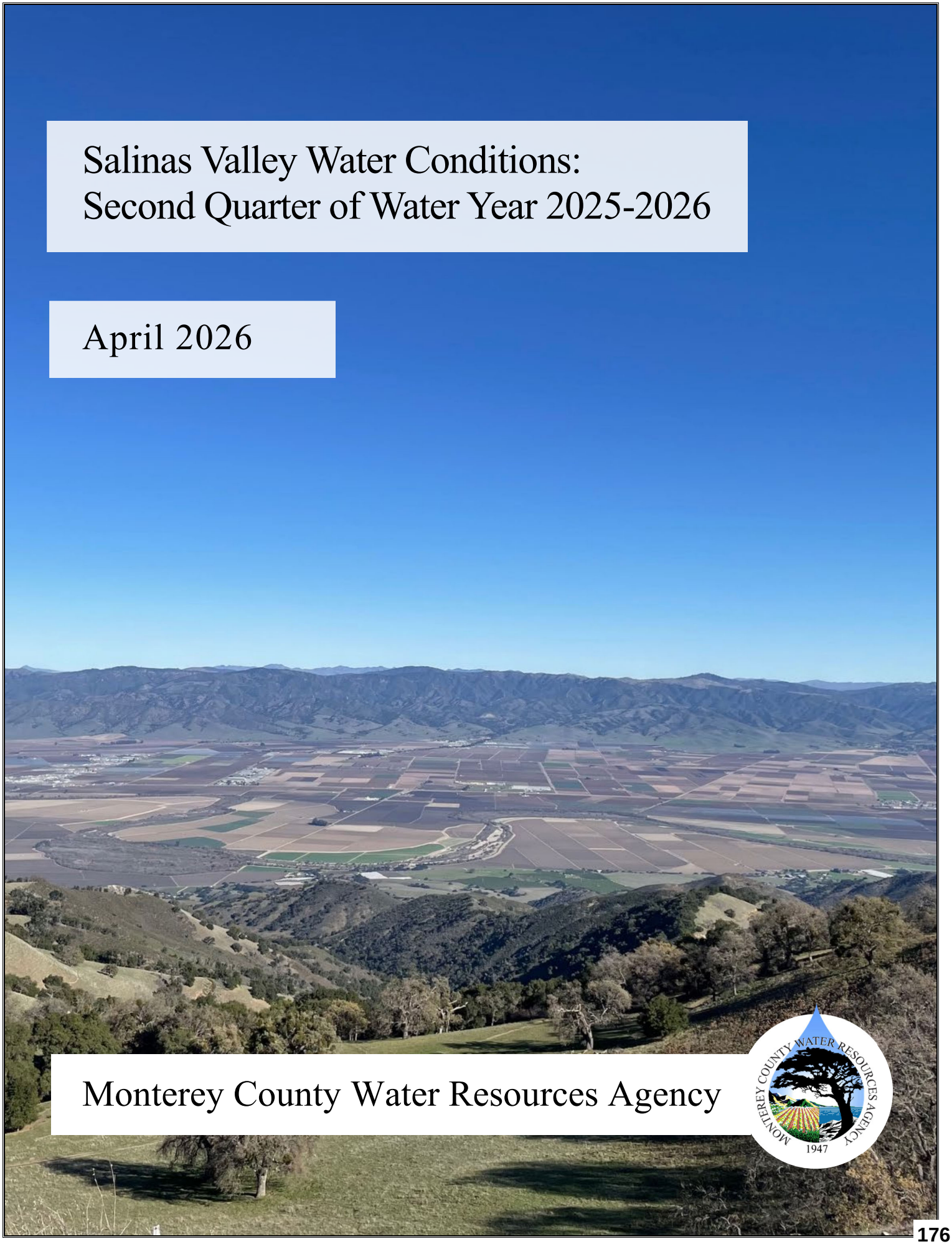
Introduced: 5/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Salinas Valley Water Conditions: Second Quarter of Water Year 2025-2026. (Staff: Amy Woodrow)

Salinas Valley Water Conditions: Second Quarter of Water Year 2025-2026

April 2026



Monterey County Water Resources Agency

MONTEREY COUNTY WATER RESOURCES AGENCY

Salinas Valley Water Conditions
Second Quarter of Water Year 2025-2026
April 2026

Prepared by Mac Pennington, Guillermo Diaz Moreno and Amy Woodrow

Table of Contents

Introduction 3
Precipitation 4
Reservoir Storage 5
Streamflow 7
Groundwater Elevations 8
180-Foot Aquifer 9
400-Foot Aquifer 10
Deep Aquifers 11
East Side Subarea 12
Forebay Subarea 13
Upper Valley Subarea 14
Depth to Groundwater vs Groundwater Elevation 16

List of Figures

Figure 1: Geographic extent of the area covered by this report and supporting data sources 3
Figure 2: Salinas Airport Rainfall for Water Year 2026 4
Figure 3: King City Rainfall for Water Year 2026 5
Figure 4: Nacimiento Reservoir Storage 6
Figure 5: San Antonio Reservoir Storage 6
Figure 6: Mean Daily Flow at Selected Stream Gages 7
Figure 7: Groundwater Elevation Trends for the 180-Foot Aquifer 9
Figure 8: Groundwater Elevation Trends in the 400-Foot Aquifer 10
Figure 9: Groundwater Elevation Trends in the Deep Aquifers 11
Figure 10: Groundwater Elevation Trends in the East Side Subarea 12
Figure 11: Groundwater Elevation Trends in the Forebay Subarea 13
Figure 12: Groundwater Elevation Trends in the Upper Valley Subarea 14
Figure 13: One-Year Groundwater Elevation Changes 15
Figure 14: Determining Depth to Groundwater 16
Figure 15: Depth to Groundwater in Wells Used for Quarterly Conditions Report, WY 2026 18

Introduction

This report covers the second quarter of Water Year 2025-2026 (WY26), consisting of January through March 2026. It provides a brief overview and discussion of hydrologic conditions in the Salinas Valley including precipitation, reservoir storage, streamflow, and groundwater level trends (Figure 1).

Data for the second quarter of WY26 indicates slightly below normal rainfall for Salinas to slightly above normal rainfall for King City based on precipitation totals for the quarter. Storage is lower in both Nacimiento Reservoir and San Antonio Reservoir compared to March 2025. Over the second quarter of WY26, groundwater elevations generally increased across all subareas and aquifers, which aligns with typical seasonal trends.

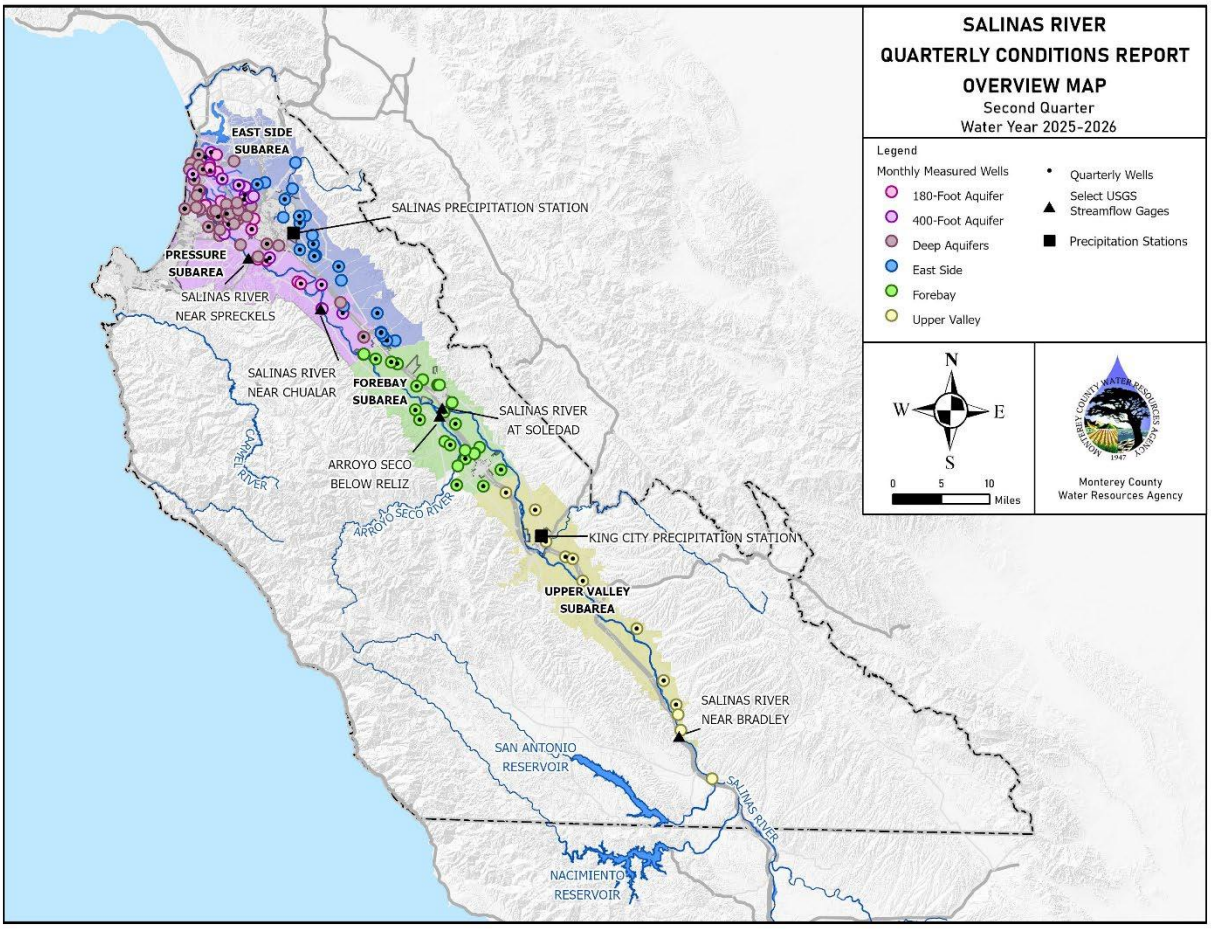
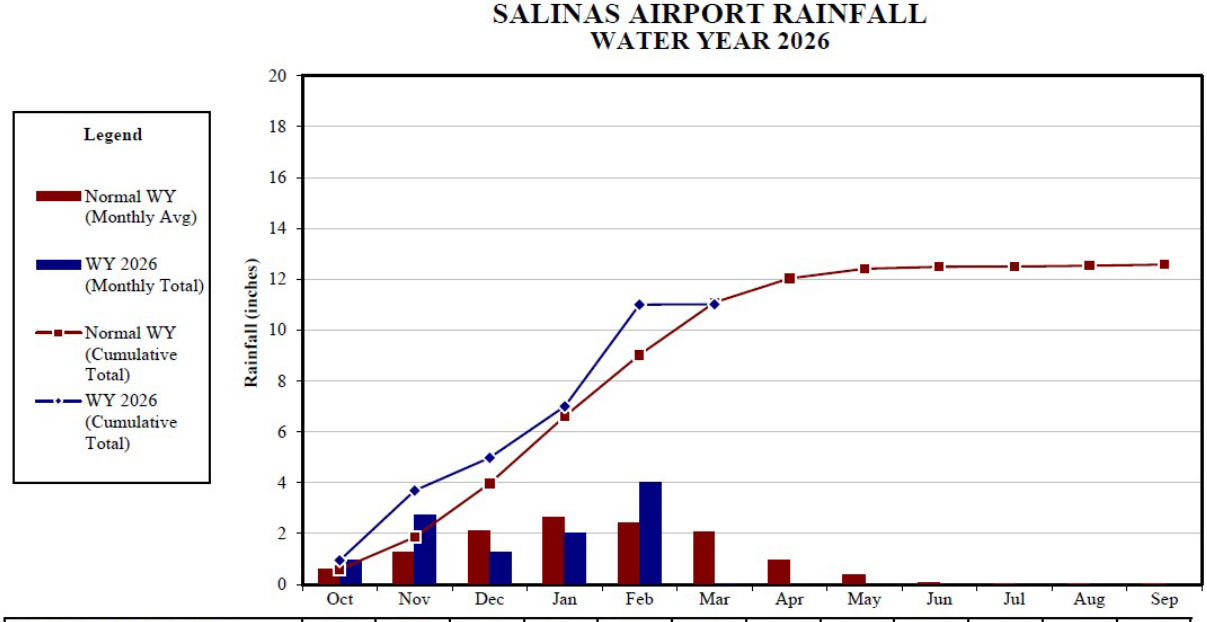


Figure 1: Geographic extent of the area covered by this report and supporting data sources.

Precipitation

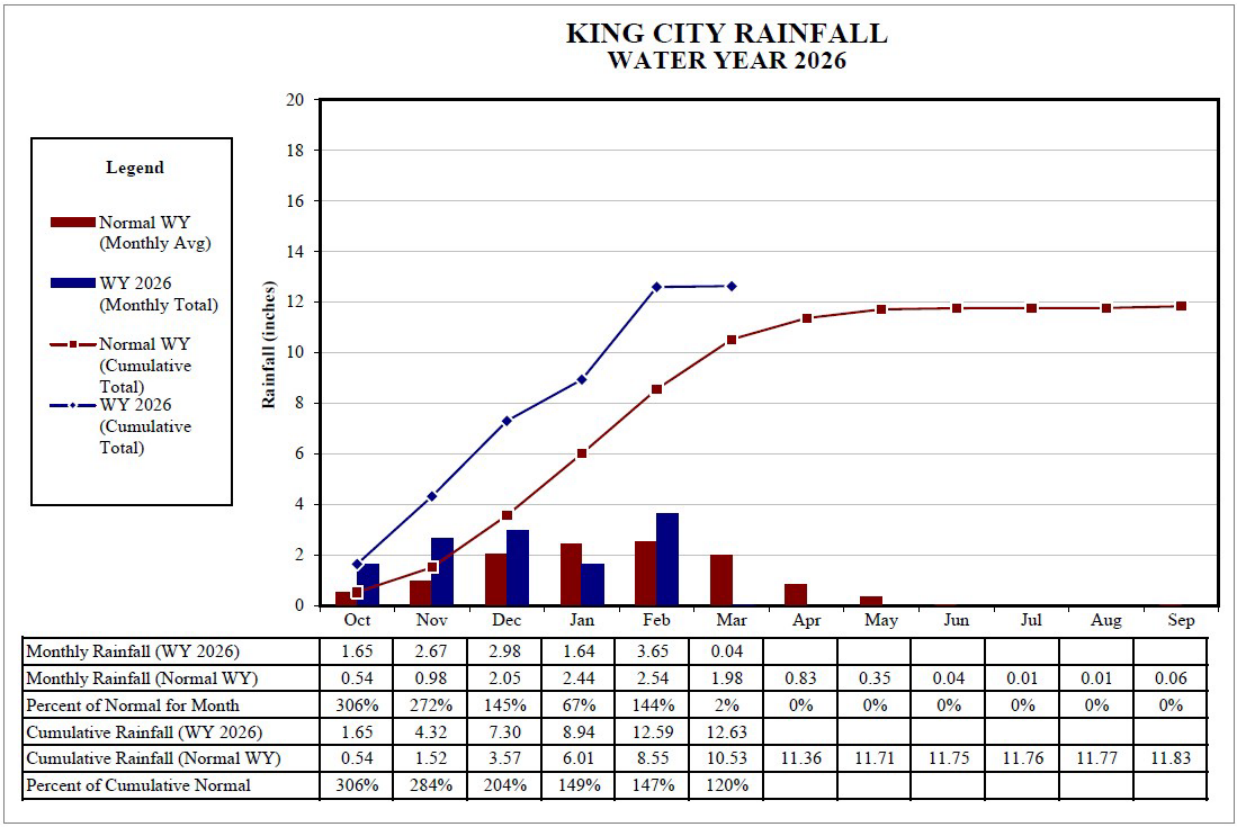
Preliminary National Weather Service rainfall data indicates that the second quarter of WY26 brought above normal rainfall to King City and above to slightly below average for Salinas. Totals for the quarter were 11.02 inches at the Salinas Airport (99% of normal rainfall of 11.09 inches for the quarter) and 12.63 inches in King City (120% of normal rainfall of 10.53 inches for the quarter).

Figure 2 and Figure 3 show monthly and cumulative precipitation data for the current water year and for a "normal" water year, based on long-term monthly precipitation averages, for the Salinas Airport and King City sites, respectively. Included below each graph is a table showing the numeric values for precipitation as well as percent of "normal" precipitation. For the purposes of these graphs, a "normal" water year is the average precipitation over the most recent 30-year period ending in a decade. Currently, the period from 1991 to 2020 is used for this calculation.



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Monthly Rainfall (WY 2026)	0.95	2.75	1.29	2.01	4.01	0.01						
Monthly Rainfall (Normal WY)	0.60	1.26	2.12	2.63	2.42	2.06	0.95	0.38	0.07	0.01	0.03	0.05
Percent of Normal for Month	158%	218%	61%	76%	166%	0%	0%	0%	0%	0%	0%	0%
Cumulative Rainfall (WY 2026)	0.95	3.70	4.99	7.00	11.01	11.02						
Cumulative Rainfall (Normal WY)	0.60	1.86	3.98	6.61	9.03	11.09	12.04	12.42	12.49	12.50	12.53	12.58
Percent of Cumulative Normal	158%	199%	125%	106%	122%	99%						

Figure 2: Salinas Airport Rainfall for Water Year 2026



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Monthly Rainfall (WY 2026)	1.65	2.67	2.98	1.64	3.65	0.04						
Monthly Rainfall (Normal WY)	0.54	0.98	2.05	2.44	2.54	1.98	0.83	0.35	0.04	0.01	0.01	0.06
Percent of Normal for Month	306%	272%	145%	67%	144%	2%	0%	0%	0%	0%	0%	0%
Cumulative Rainfall (WY 2026)	1.65	4.32	7.30	8.94	12.59	12.63						
Cumulative Rainfall (Normal WY)	0.54	1.52	3.57	6.01	8.55	10.53	11.36	11.71	11.75	11.76	11.77	11.83
Percent of Cumulative Normal	306%	284%	204%	149%	147%	120%						

Figure 3: King City Rainfall for Water Year 2026

Reservoir Storage

At the end of the second quarter of WY26, storage at Nacimiento Reservoir on March 31, 2026, was 249,780 acre-feet, which is 8,323 acre-feet lower than on the same day in March 2025. Storage in San Antonio Reservoir on March 31, 2026 was 212,588 acre-feet, which is 29,232 acre-feet lower than on the same day in March 2025.

Reservoir	**March 31, 2026 (WY26) Storage in acre-feet**	**March 31, 2025 (WY25) Storage in acre-feet**	**Difference in acre-feet**
Nacimiento	249,780	258,103	-8,323
San Antonio	212,588	241,820	-29,232

Graphs showing daily reservoir storage for the last five water years, along with 30-year average daily storage for comparison, are included as Figure 4 and Figure 5.

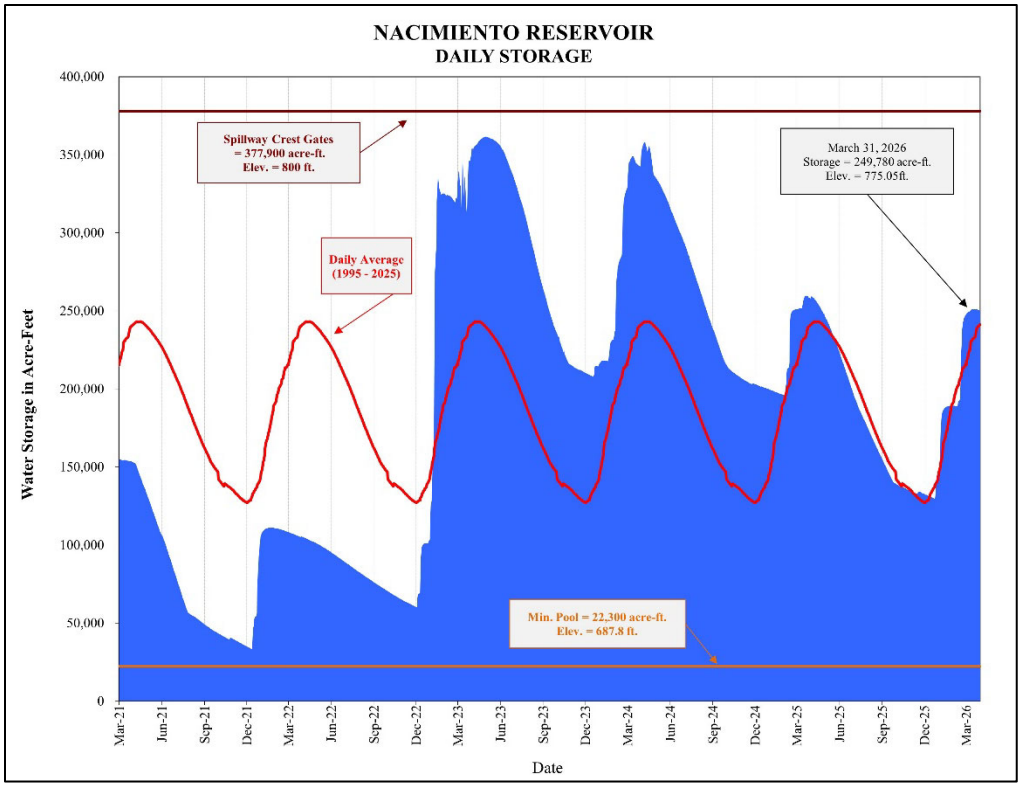


Figure 4: Nacimiento Reservoir Storage for Last Five Years

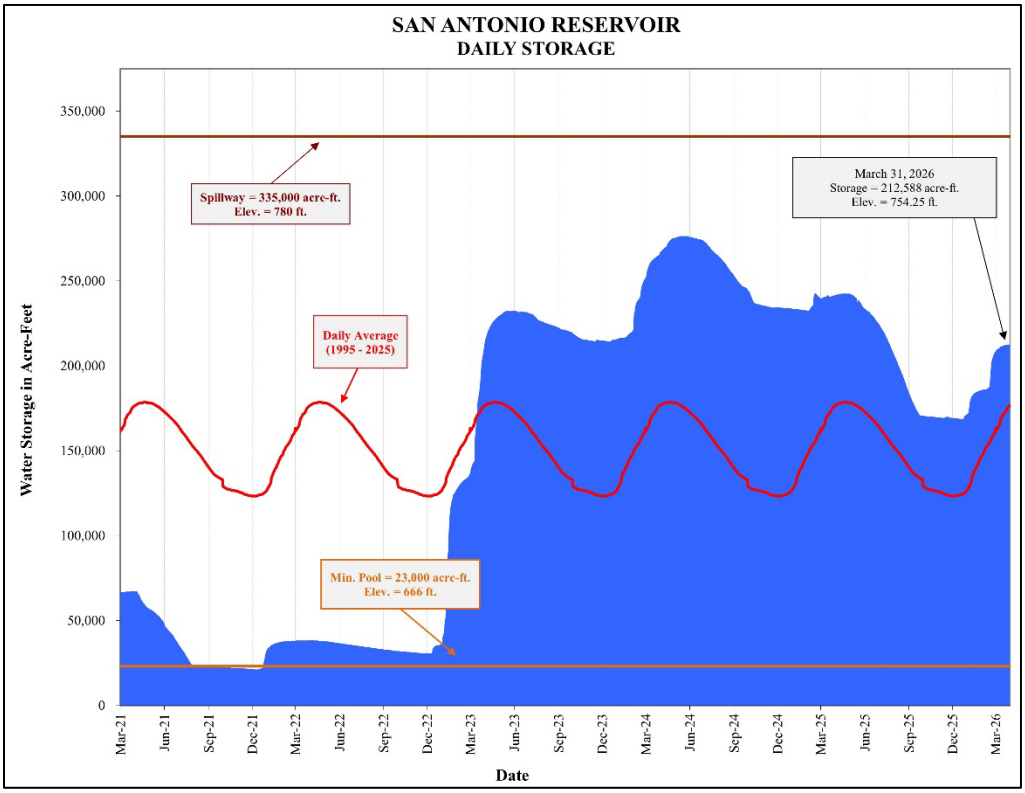


Figure 5: San Antonio Reservoir Storage for Last Five Years

Streamflow

The Salinas River is predominately a losing stream, meaning streamflow moves from the streambed into the underlying aquifers. The U.S. Geological Survey maintains several streamflow gages throughout the Salinas River watershed that continuously measure discharge or flow in the river (Figure 1). Figure 6 shows mean daily flow, in cubic feet per second, from select gages on the Salinas River and Arroyo Seco for the last five years (WY 2021-2026) and the current water year (WY26).

Streamflow recorded during the second quarter of WY26 can be attributed to a combination of managed reservoir releases and a rain event. Hydrographs from January to March showcase 3 peaks, which coincided with rainfall events. Between those rainfall events, releases were made from the Nacimiento and San Antonio reservoirs to support habitat downstream of the dams.

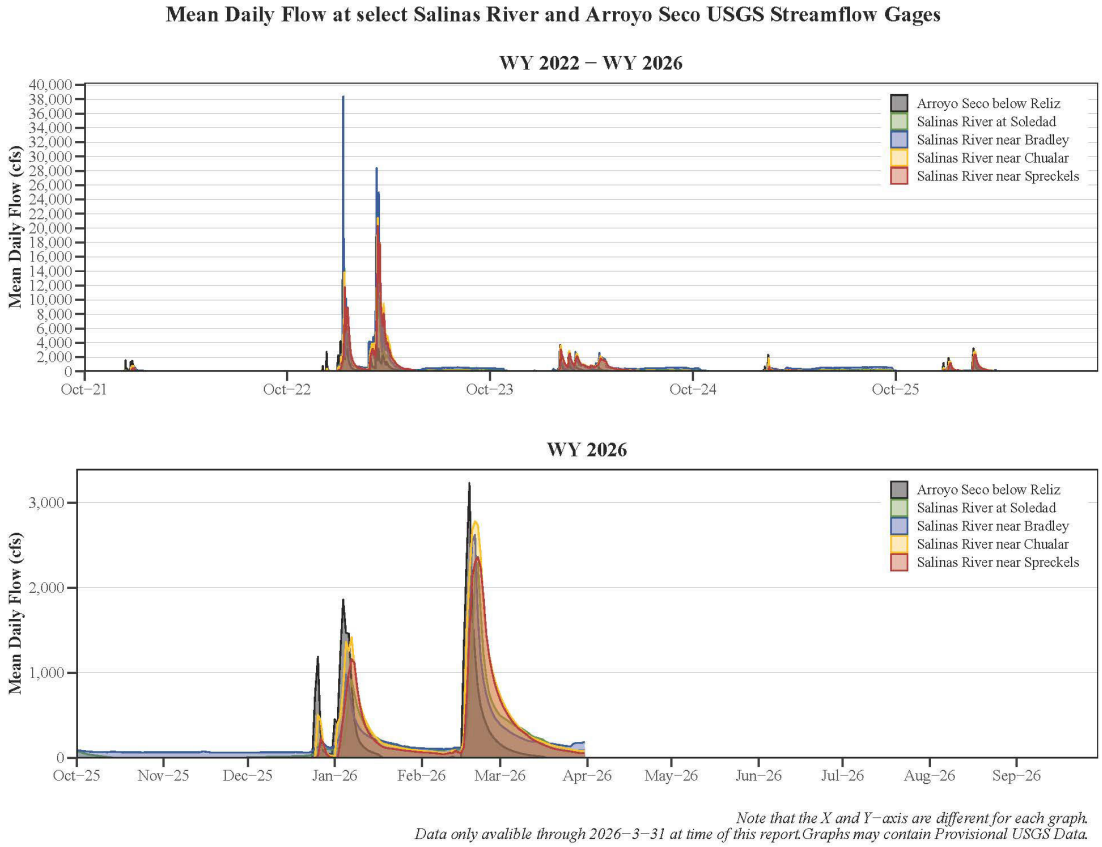


Figure 6: Mean Daily Flow at Selected Stream Gages

Groundwater Elevations

Groundwater elevation data provides insight into how an aquifer or subarea responds to hydrologic conditions over time, such as changes in precipitation and reservoir releases. A one-year comparison can show the short-term effects of a single wet or dry year while a long-term comparison will help provide information on general trends in groundwater storage and demonstrate effects that occur on a longer time scale as surface hydrology interacts with the underlying geology. Subareas or aquifers will respond differently to these hydrologic conditions. For example, groundwater elevations in shallower aquifers may respond more quickly to a wet season while aquifers that are confined, deeper, or more depleted may take longer to show a response to hydrologic conditions. Changes in groundwater elevations within a confined aquifer will also occur in response to groundwater pumping demands.

More than 130 wells are measured monthly by hand throughout the Salinas Valley to monitor seasonal groundwater elevation fluctuations. Additionally, continuous groundwater data are collected from pressure transducers installed in approximately 50 monitoring wells on a quarterly basis. Data from 65 of these wells are used in the preparation of this report (Figure 1). The measurements are grouped by hydrologic subarea, averaged, and a single groundwater elevation value for the wells within each subarea is graphed to compare current groundwater elevations (WY26) with past conditions. Graphs for individual subareas, showing the current year's groundwater elevation conditions, last year's conditions (WY25), and the range between wet conditions (WY99) and dry conditions (WY15) are found in the following sections. No groundwater elevation data are available for July 2025 due to funding constraints during that period that precluded data collection from occurring.

For comparison to long term conditions, a curve showing monthly groundwater elevations averaged over the most recent 30 years (WY95-WY25) is included on each graph. The Deep Aquifers graph (Figure 9) does not include a 30-year average because there is not yet a 30-year period of record to make that comparison. Table 1 provides a summary of the groundwater elevation trends for March 2026 in units of feet relative to mean sea level (ft-msl), with additional detail provided on Figures 7-12.

Table 1: Groundwater Elevation Trends Summary for March 2026

Subarea/Aquifer	March 2026 Groundwater Elevation (ft-msl)	Change during Second Quarter	One Year Change	Difference from 30-Year Average Elevation
180-Foot Aquifer	14 ft-msl	Up 1 foot	Down 3 feet	Up <1 foot
400-Foot Aquifer	6 ft-msl	Up <1 foot	Down 3 feet	Up 2 feet
Deep Aquifers	-19 ft-msl	Up 3 feet	Down 3 feet	Not applicable
East Side	1 ft-msl	Down 2 feet	Down 8 feet	Down 4 feet
Forebay	167 ft-msl	Up 4 feet	Down <1 foot	Up 4 feet
Upper Valley	319 ft-msl	No Change	Up <1 foot	Up 3 feet

180-Foot Aquifer

Over the last quarter, groundwater elevations increased one foot in the 180-Foot Aquifer (Figure 7). Groundwater elevations for March 2026 are down three feet compared to March 2025 and are up less than one foot from the 30-year average.

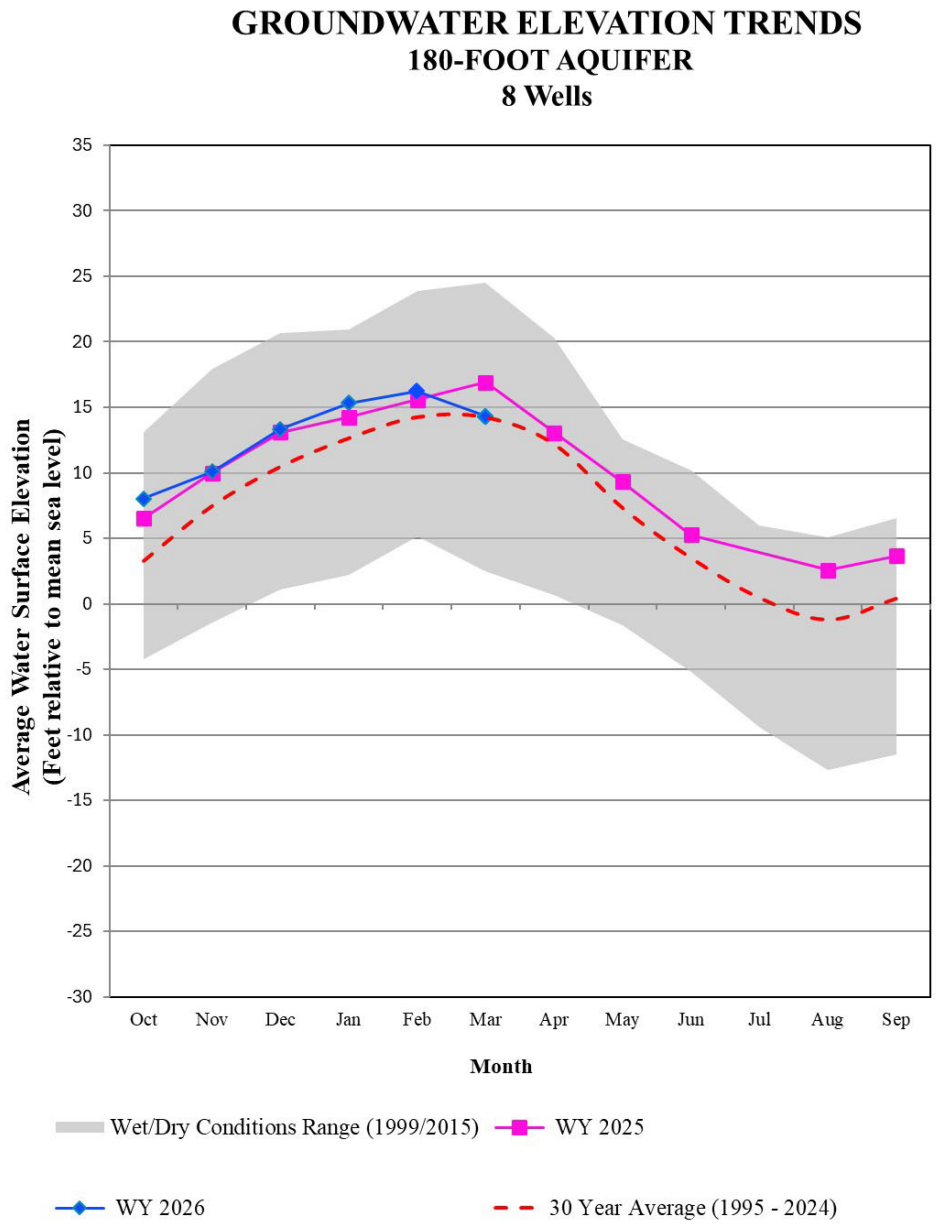


Figure 7: Groundwater Elevation Trends for the 180-Foot Aquifer

400-Foot Aquifer

Groundwater elevations in the 400-Foot Aquifer increased less than one foot over the past quarter (Figure 8). Groundwater elevations for March 2026 are down three feet compared to March 2025 and up two feet from the 30-year average.

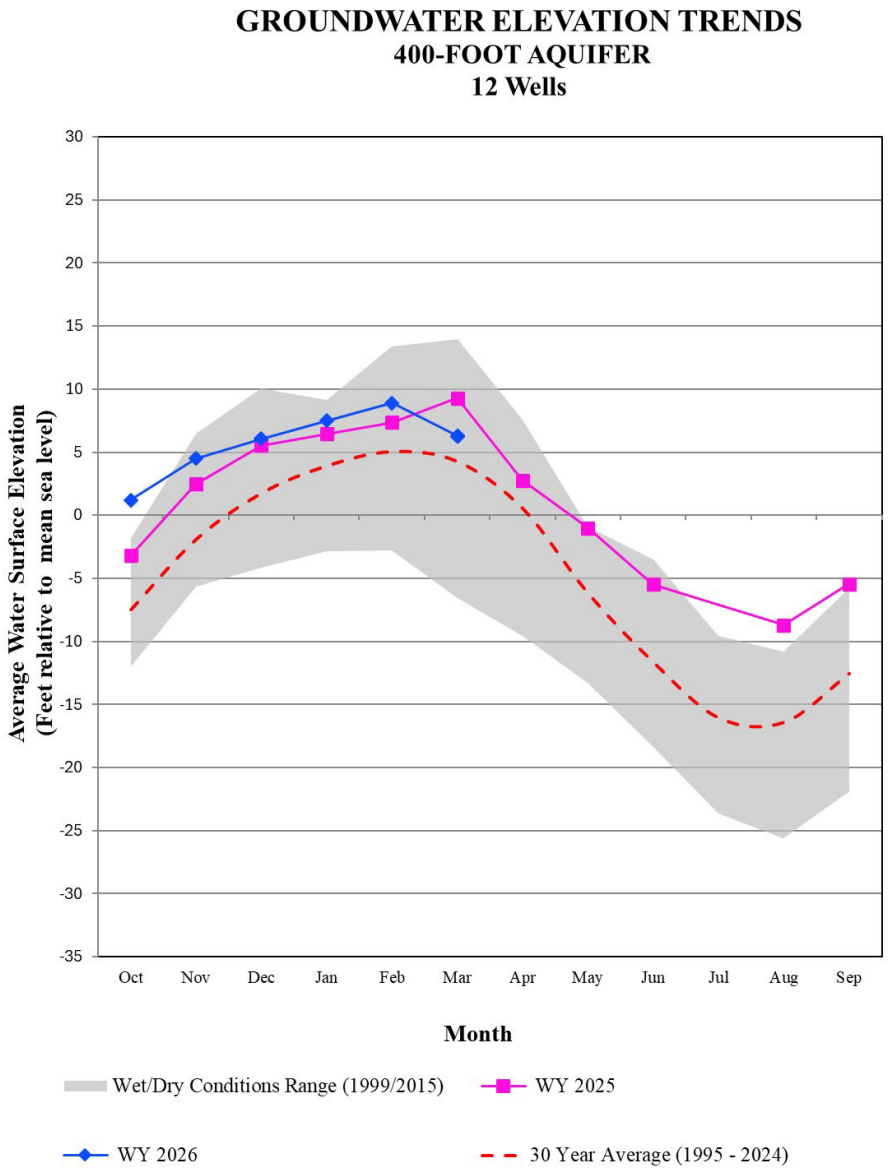


Figure 8: Groundwater Elevation Trends in the 400-Foot Aquifer

Deep Aquifers

Over the last quarter, groundwater elevations increased three feet in the Deep Aquifers. Groundwater elevations for March 2026 are down three feet compared to March 2025. Given the shorter period of record available for some of the wells monitored in the Deep Aquifers, a 30-year average cannot yet be calculated. In lieu of a long-term average, Figure 9 includes a 30-year time series graph with groundwater elevation data from the eleven Deep Aquifers wells that are utilized for this report to show the seasonal and long-term trends in these wells.

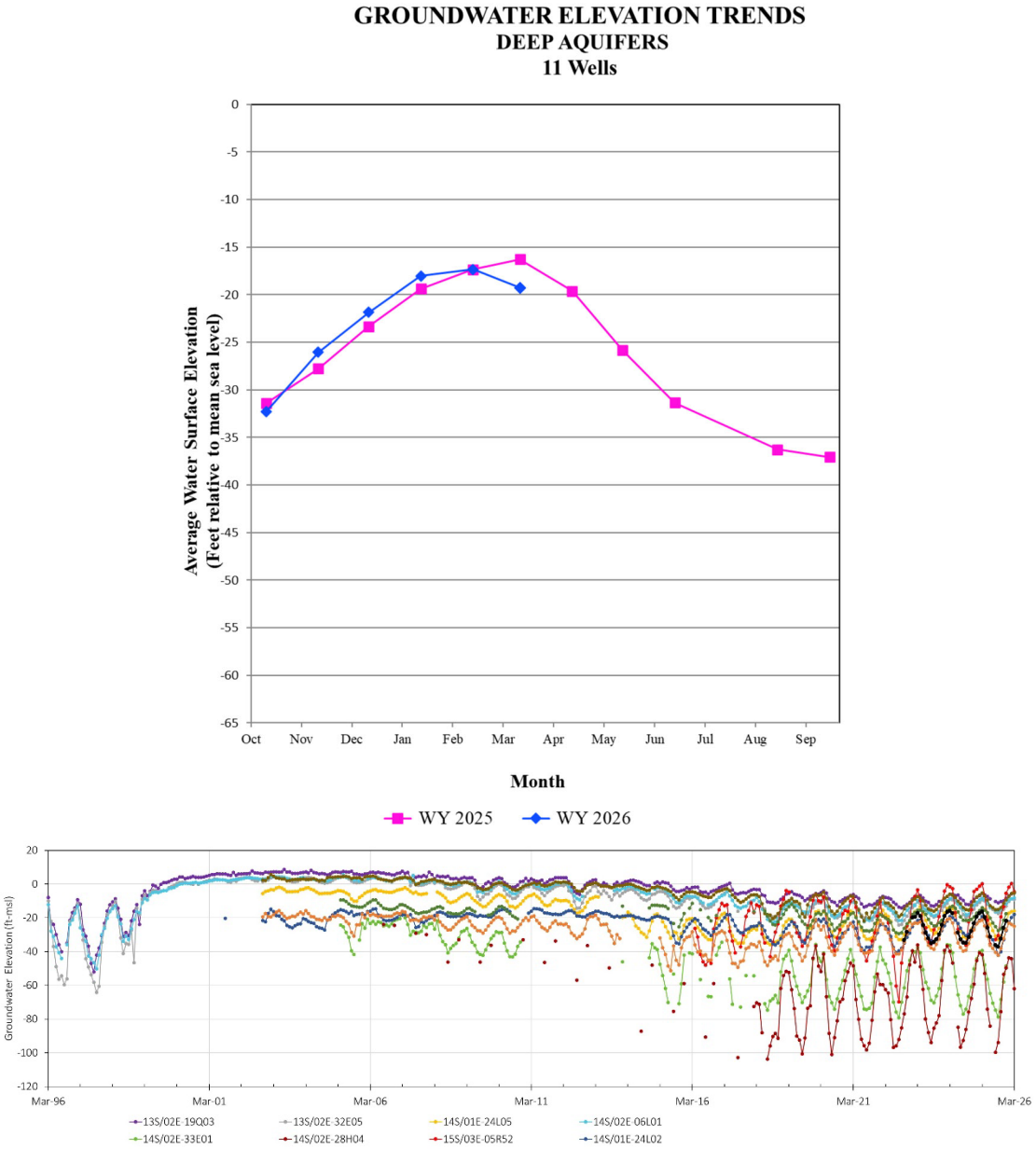


Figure 9: Groundwater Elevation Data from the Deep Aquifers Quarterly Report Wells

East Side Subarea

East Side groundwater elevations decreased by two feet over the last quarter (Figure 10). Groundwater elevations for March 2026 are down eight feet from March 2025 and down four feet from the 30-year average.

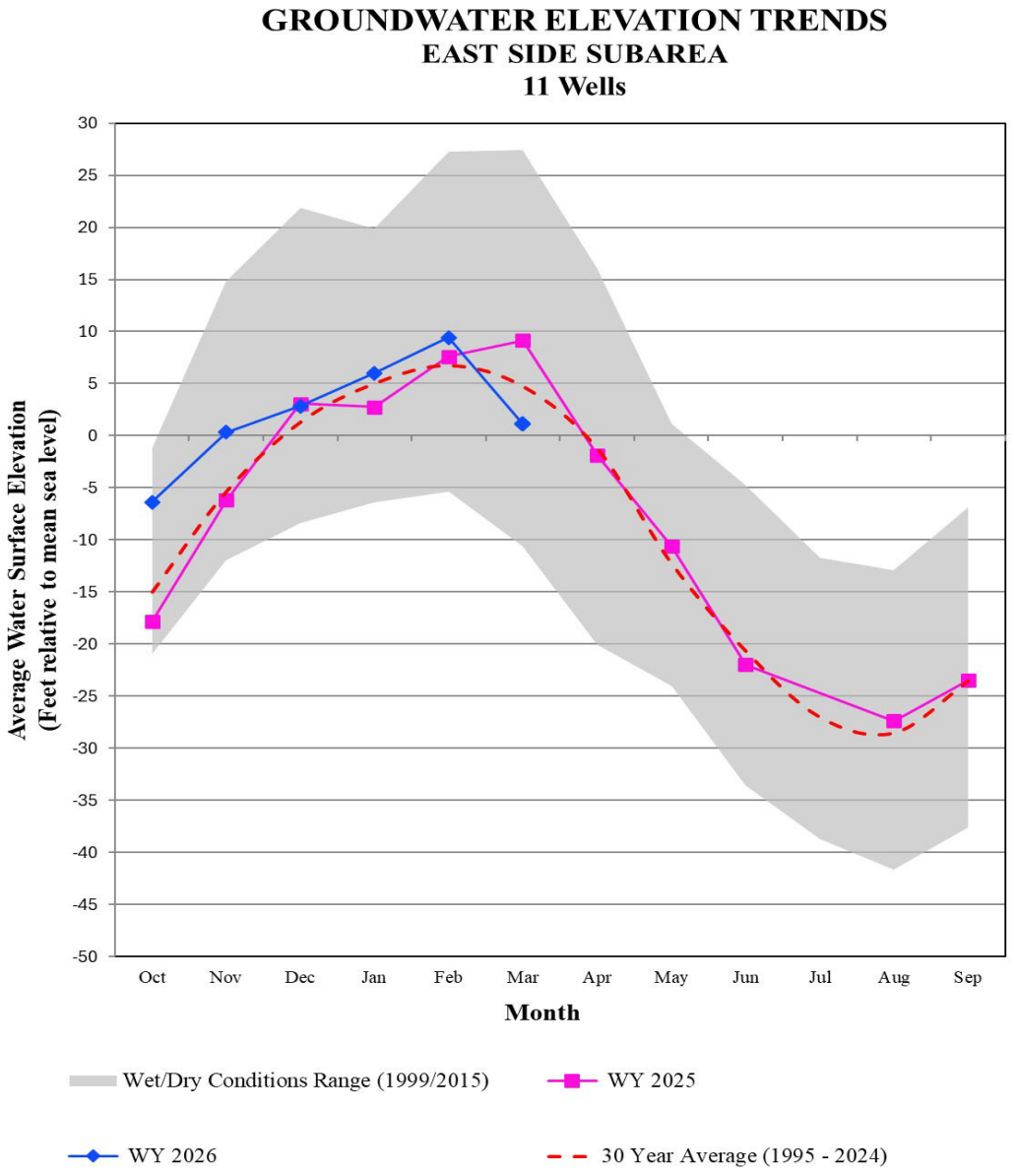


Figure 10: Groundwater Elevation Trends in the East Side Subarea

Forebay Subarea

Over the last quarter, groundwater elevations have increased four feet in the Forebay (Figure 11). Groundwater elevations for March 2026 are down less than one foot from March 2025 elevations and are up four feet from the 30-year average.

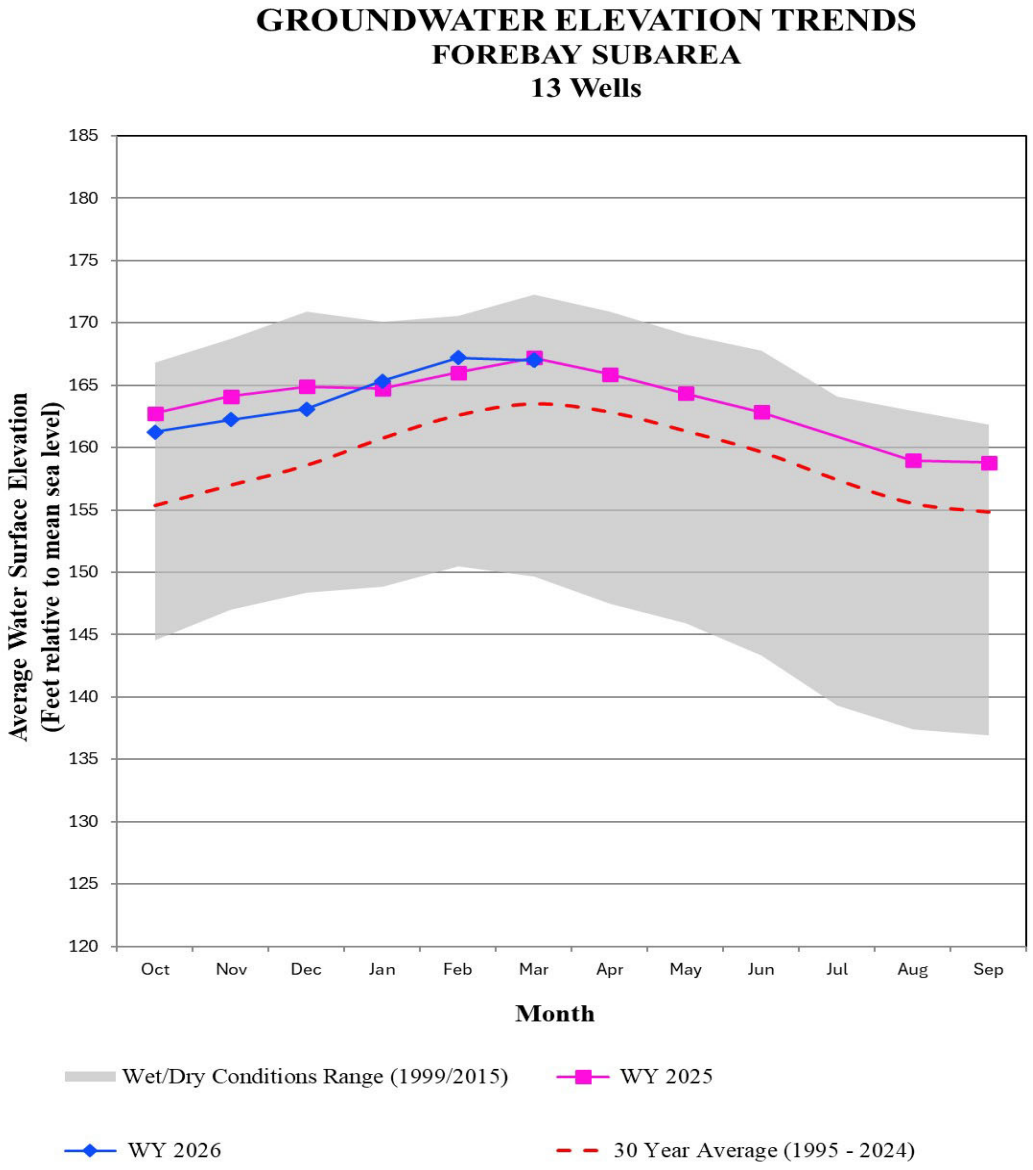


Figure 11: Groundwater Elevation Trends in the Forebay Subarea

Upper Valley Subarea

Upper Valley groundwater elevations did not change over the last quarter (Figure 12). Groundwater elevations for March 2026 are up less than one foot from March 2025 elevations and up three feet from the 30-year average.

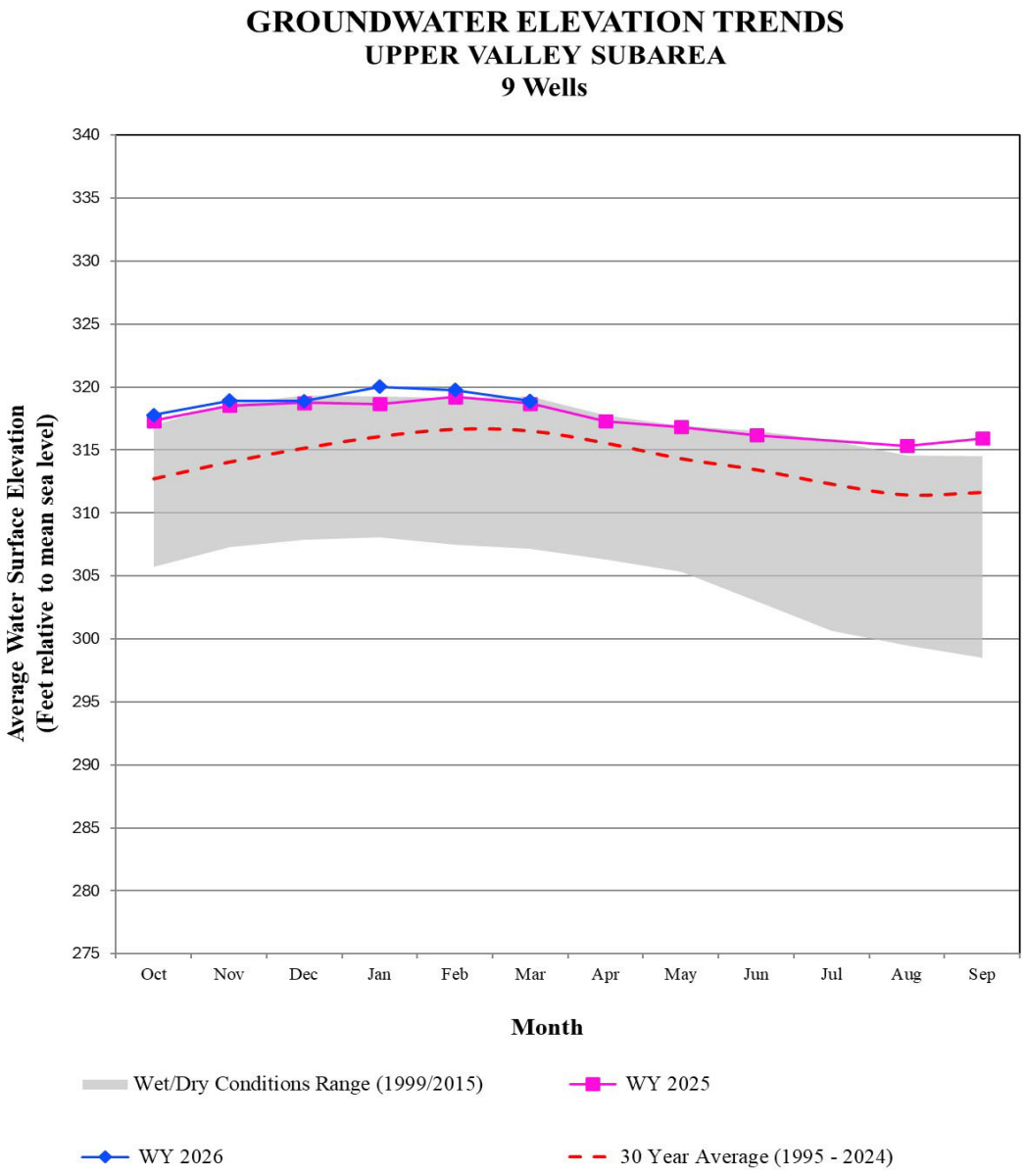


Figure 12: Groundwater Elevation Trends in the Upper Valley Subarea

Figure 13 shows the spatial distribution of changes in groundwater elevations from March 2025 to March 2026. Over the last water year, most of the monitored wells in all hydrologic subareas experienced no significant change in groundwater elevation, meaning that fluctuations were

within five feet of the prior year's value. However, some variation in groundwater elevation trends was observed, with three wells in the East Side subarea experiencing a decrease in elevation greater than 15 feet and three more wells experiencing the an elevation decrease between 5 and 15 feet. The Deep Aquifers had one well decrease between 5 and 15 feet in elevation and one well decrease greater than 15 feet. The 180- and 400-foot subarea each had two wells that decreased between 5 and 15 feet in elevation.

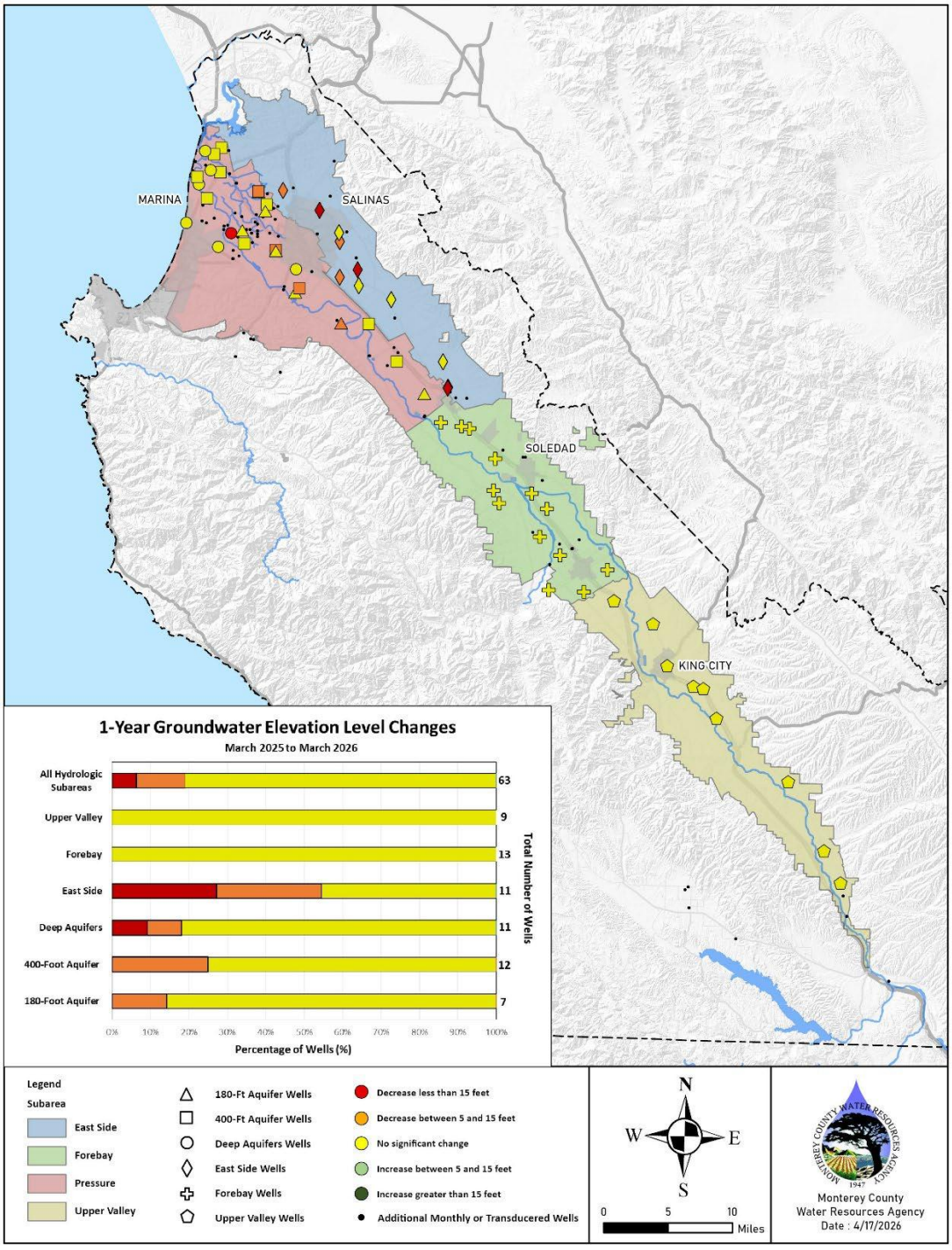


Figure 13: One-Year Groundwater Elevation Changes

Depth to Groundwater vs Groundwater Elevation

Most of the figures in this report use groundwater elevation as a means of describing where groundwater was observed in a well. Using groundwater elevation to describe and analyze the regional groundwater surface allows for comparison of data to determine things such as direction of groundwater flow and groundwater gradient while removing well-to-well variability introduced by topography and well construction design. By measuring the depth to groundwater from a known and consistently used elevation at each well, often referred to as a reference point, it is possible to compare data between wells or to other relevant metrics, such as sea level. Groundwater elevation is calculated from the measured depth to groundwater using the reference point elevation and ground surface elevation. Figure 14 shows the relationship between the reference point and measured depth to water, along with how groundwater elevation is calculated.

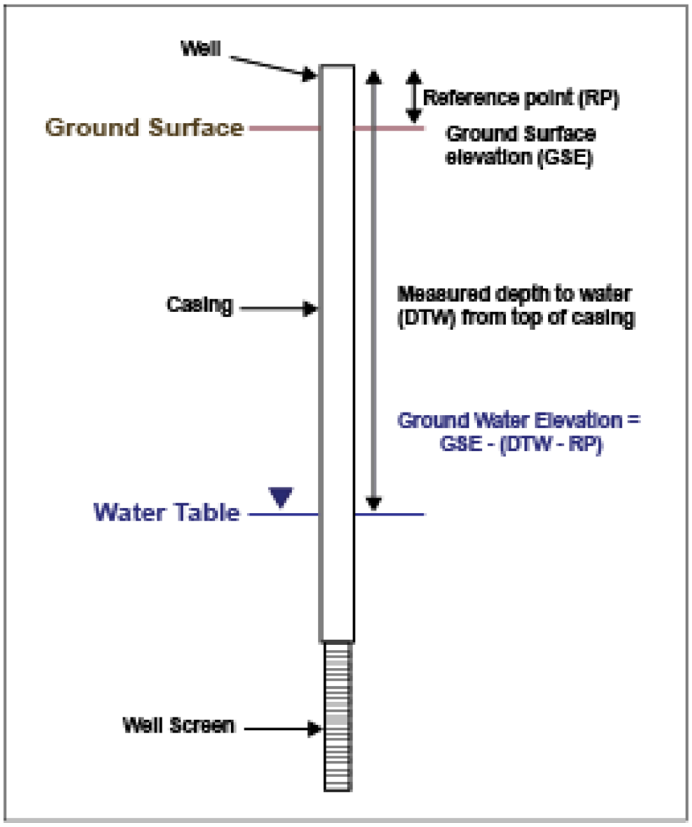


Figure 14: Relationship between Depth to Groundwater and Groundwater Elevation.

Figure 15 shows the depth to groundwater that was measured in each of the wells, within a given subarea, that is used for developing this quarterly water conditions report. As shown on Figure 15, there is a range of depth to water values within each subarea with some, like the East Side Subarea, having a wider range of measured values than others, like the 180-Foot Aquifer. The black line on each of the subarea graphs in Figure 15 is the average depth to groundwater for each set of wells. This value is converted from "depth to groundwater" to "groundwater elevation" by

accounting for the reference point and elevation of the ground surface and graphed as the blue "WY 2026" line on each of the preceding subarea-specific graphs (Figures 7-12). The range in depth to water values is the result of many factors (e.g., variations in topography, thickness of the aquifer, and the length of screen in the well) and illustrates the reason why groundwater elevation is the standard method for evaluating the groundwater system on a regional scale. However, the depth-to-water data have been included with this report as a means of demonstrating the methodology behind the groundwater elevation data that are used throughout the rest of the document.

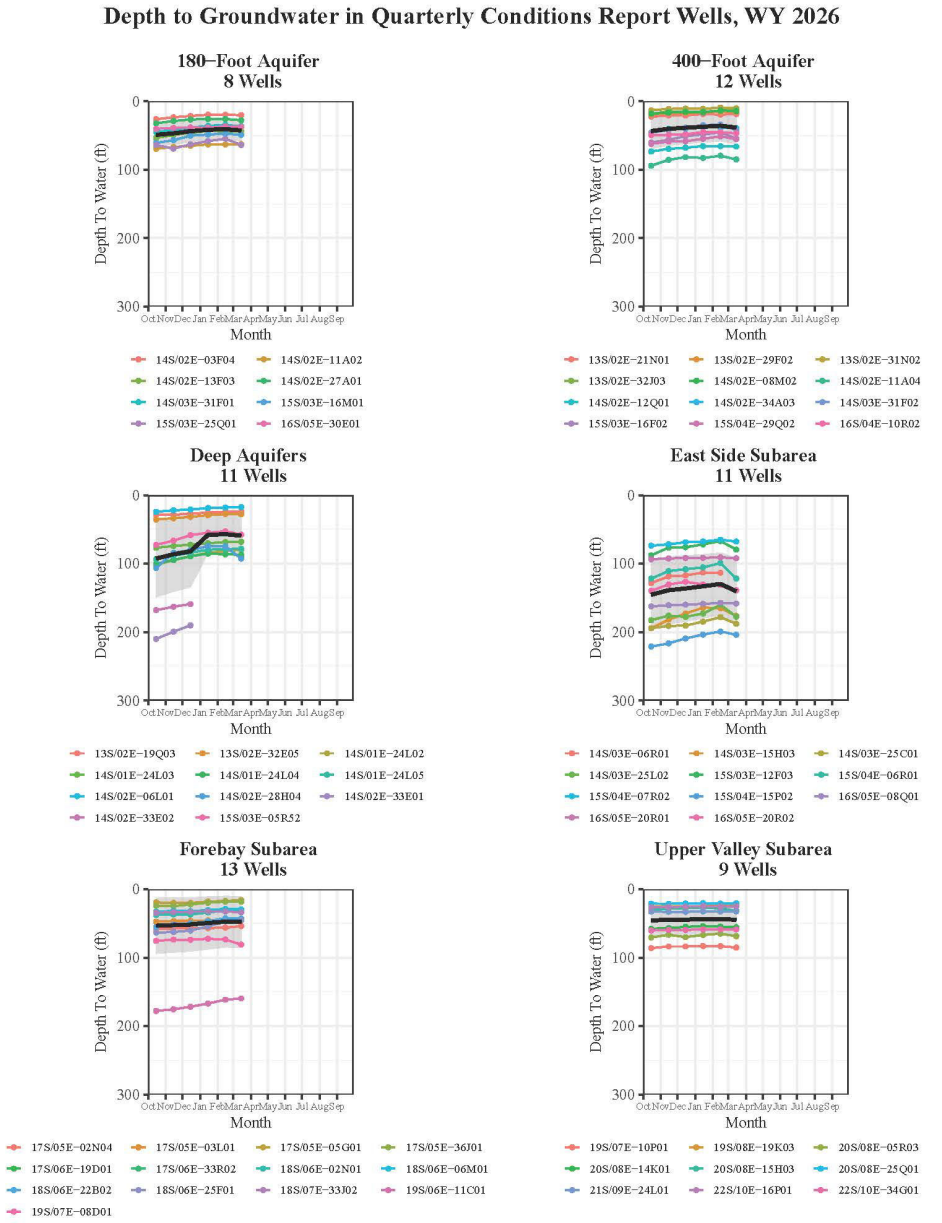


Figure 15: Depth to Groundwater in Wells Used for Quarterly Conditions Report, WY 2026

County of Monterey

Board Report

Legistar File Number: WRAG 26-155

Item No.16

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

May 18, 2026

Introduced: 5/11/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Staff update on the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee meetings in April. (Staff: Shaunna Murray)

Introduced: 5/11/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Staff update on the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee meetings in April. (Staff: Shaunna Murray)

SUMMARY/DISCUSSION:
The Board of Directors receives monthly updates on the status of Agency on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee.

Background
The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has an Advisory Committee which plays a key role in shaping groundwater management in the Salinas Valley by providing input and consensus-based recommendations to the SVBGSA Board of Directors. The Advisory Committee reflects a broad range of perspectives, representing agencies and groundwater users across the region. Members collaborate to support the implementation of the Sustainable Groundwater Management Act through the integrated execution of six Groundwater Sustainability Plans. The Monterey County Water Resources Agency (Agency) has a seat on the Advisory Committee and will provide periodic updates to the Agency BOD as it affects or is of interest to the Agency.

Summary
Staff participated in the Advisory Committee's regular meeting held on April 16, 2026, and the special meeting held on April 29, 2026.

The significant topics at the April 16th meeting were the Integrated Implementation Strategy Process Roadmap, the Baseline and No Action Alternative Simulation, Aquifer Storage and Recovery (ASR) Feasibility Study Overview, and the Castroville Seawater Intrusion Project (CSIP) Optimization Overview.

The Integrated Implementation Strategy (IIS) Process Roadmap reiterated the roles that the 6 subbasin committees have played and the current efforts of the Advisory Committee to get to a consensus-based recommendation for the SVBGSA Board of Directors. Now that the various feasibility studies have been completed, SVBGSA staff and consultants are currently developing portfolios that bring the various Project and Management Actions (PMAs) together to meet SGMA's Sustainable Management Criteria (SMC). These individual feasibility studies are being presented in numerous meetings, including this one, and portfolios will be forthcoming. The selection of PMAs are needed in October/November, and possibly sooner to meet the Department of Water Resources deadlines. There was a discussion about moving the Minimum Thresholds (MTs), which are the target for the PMAs to reach by 2040. It was clarified that action is outside of the Advisory Committee's

scope and to stay focused on recommending the PMAs to the Board.

Next was the Baseline and No Action Alternative Simulation. The Baseline is the status quo and the modeling results for all PMAs are evaluated against this simulation. The progression of SWI was modeled in 10-year time increments through 2070. In contrast, the No Action Alternative assumes no project implementation, no laws are violated and attempts to achieve the MT for SWI by 2040 using only pumping reductions. This is also referred to as Demand Management. They ran 6 scenarios but none of those achieve the MT by 2040. Additionally, the regional economic effects of agricultural pumping limits were evaluated resulting in a $1.845 Billion to $2.781 Billion reduction on annual economic output (based on 30-50% pumping reductions, respectively).

SVBGSA staff presented the Aquifer Storage and Recovery (ASR) Feasibility Study Overview. The ASR project addresses SWI in the 180/400-Foot Aquifer Subbasin by maximizing surface water diversion, injecting treated surface water to raise groundwater elevations, and reducing pumping. There were multiple scenarios developed that utilize stored reservoir water or winter flows to provide to CSIP. Multiple challenges with the current infrastructure and permitting were discovered and the projects did not stop SWI. An IIS Scorecard was developed to summarize the key criteria to evaluate each PMAs. Those criteria are: Effectiveness of meeting SWI and groundwater level MTs; Geographic reach; Timeline to SMCs; Reliability; Total Cost; and Adaptability/Scalability. The ASR project received mostly low scores on the IIS Scorecard.

Finally, Agency staff presented the Castroville Seawater Intrusion Project (CSIP) Optimization Overview. The CSIP Optimization project addresses seawater intrusion (SWI) in the 180/400-Foot Aquifer Subbasin by enhancing water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions. There are three Capital Improvement Projects that resulted from this study. Additional evaluation of this PMA is needed before the IIS Scorecard can be completed. That will be shared in a future agenda packet.

The significant topics at the April 29th meeting were the Brackish Groundwater Restoration (BGR) Feasibility Study Overview, Castroville & Eastside Canals and Alternatives (C&E) Feasibility Study Overview, New Seawater Intrusion Project (NSIP) Feasibility Study Overview, and the Integrated Implementation Strategy Portfolios Concept Overview.

The Brackish Groundwater Restoration Project (BGRP) installs a row of wells parallel to the coast to extract brackish water, treats it, and injects treated water into the 180 and 400-foot aquifers inland of the SWI front. The BGRP Injection Only was the preferred scenario selected by Board in October 2025. This scenario allows for existing agricultural and domestic wells to continue operating but does not include any direct delivery of treated water. BGRP Injection Only meets SWI MT and reduces chloride concentrations. The BGRP received mostly medium and high scores on the IIS Scorecard.

The Castroville & Eastside Canals and Alternatives (C&E) Project primarily uses MCWRA's Water Right Permit 11043, to divert Salinas River water, to address four groundwater sustainability goals: raise groundwater levels in the central and/or southern Eastside
and 180/400 Subbasins; raise groundwater levels in the northern Eastside Subbasin; slow or halt SWI

in the coastal aquifers; support groundwater recovery in the Deep Aquifers and seawater intruded area. The study found that diversion of Salinas River water, when paired with storage and recharge or injection, can meaningfully contribute to SGMA groundwater goals, but that no single project concept is sufficient on its own to fully resolve all groundwater challenges. The Eastside Recharge Basins provides the most cost effective and geographically widespread groundwater benefits. The C&E Project received mostly low and medium scores on the IIS Scorecard.

The New Seawater Intrusion Project (NSIP) proposes to serve existing agricultural users outside of the existing CSIP system and west of the City of Salinas to offset dependence on groundwater supplies. The source water supply portfolio includes numerous surface and recycled waters, in close proximity to the use area, which would be treated and stored or directly delivered, in the 180/400-Foot Aquifer Subbasin. The study found that available source supply is variable due to hydrologic conditions but that the Maximum NSIP scenario could be served in most years. Although the modeling showed groundwater levels rising in some areas, the SWI MT would not be met by 2040. The NSIP received mostly medium scores on the IIS Scorecard.

Staff then described the Integrated Implementation Strategy Portfolios Concept. No single project meets the SMCs in all four subbasins and therefore a portfolio of projects will be needed to meet them comprehensively. Staff are working on developing two portfolios, one that will be representative of a bare minimum approach and the other that covers all SMCs in the four subbasins. These will be presented to the Advisory Committee on May 15th for discussion as well as thoughts on additional portfolios in the future.

Additional information related to the Advisory Committee can be found on the SVBGSA's website: <https://svbgsa.org/about-us/board-and-committees/advisory-committee/>

The Advisory Committee has a special meeting tentatively scheduled for May 15, 2026 and the next regular meeting is scheduled for June 18, 2026.

Prepared by: Shaunna Murray, Deputy General Manager, (831) 755-4860

County of Monterey

Board Report

Legistar File Number: WRAG 26-158

Item No.17

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

May 18, 2026

Introduced: 5/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Staff update on the new Grazing Lease Cycle for November 2026. (Staff: Jessell Fenley)

Introduced: 5/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Staff update on the new Grazing Lease Cycle for November 2026.

SUMMARY/DISCUSSION:
The Monterey County Water Resources Agency receives an update on the new Grazing Lease cycle for November 2026.

Background
The Monterey County Water Resources Agency (Agency) manages a livestock grazing program on some of its properties in and around Nacimiento and San Antonio Reservoirs. The Agency administers eight grazing leases. The previous seven year lease terms have expired and the Agency has chosen to implement holdover language in the leases until October 31, 2026. Prior to October 31st, the leases will be made available to the public through a formal solicitation process.

The grazing program, which began in the 1960s, currently covers a total of 16,400 acres, including approximately 10,300 acres above the high-water mark. Cattle grazing is one of the land management tools the Agency uses to achieve goals such as protecting lands and preserving open space around the Nacimiento and San Antonio Reservoirs.

Summary
The Agency has revised and updated the current lease agreement to clarify previously unclear provisions and to streamline the associated terms and conditions. Some of the proposed updates include, but are not limited to, extending the lease term to ten years; establishing clear processes and guidelines; implementing fees for non-compliance; adding pre-bid qualification requirements; defining overgrazing and undergrazing conditions; reinvesting revenue into property improvements; identifying survey and protection areas; and introducing the Grazing Land Management Plan (GLMP) as a new strategic approach.

Building on these program improvements, the Agency is now preparing for the implementation phase to ensure a smooth transition to the new grazing leases. Several key next steps are required to meet the goal of having new grazing leases in place by November 1, 2026.

First, all relevant information will be made available on the Agency's website, on the Grazing Lease Program page, for potential bidders to review. This will include the lease agreement template, detailed descriptions of each lease, maps of the lease areas, minimum bid amounts, and a pre-qualification checklist. The target is to have all materials posted by the end of May.

To support an informed and competitive bidding process, staff will then work directly with potential bidders by offering site tours and responding to questions. A bidding auction will be held in July, with results to be certified by the Agency's Board of Supervisors in August. Following certification, the transition from existing leases to the new leases will begin, including land inspections, orientation and training for new lessees, and other necessary preparations throughout September and October.

Additional information related to the Grazing Program can be found on the Agency's website and will be updated periodically to reflect the upcoming bid cycle:

https://www.countyofmonterey.gov/government/government-links/water-resources-agency/programs/grazing-lease-program

OTHER AGENCY INVOLVEMENT:

FINANCING:
Staff participation in this program is included in the FY2025-26 Adopted Budget and the FY2026-2027 Recommended Budget.

Prepared by: Jessell Fenley, Administrative Services Assistant, (831) 755-4860
Approved by: Ara Azhderian, General Manager, (831) 755-4860

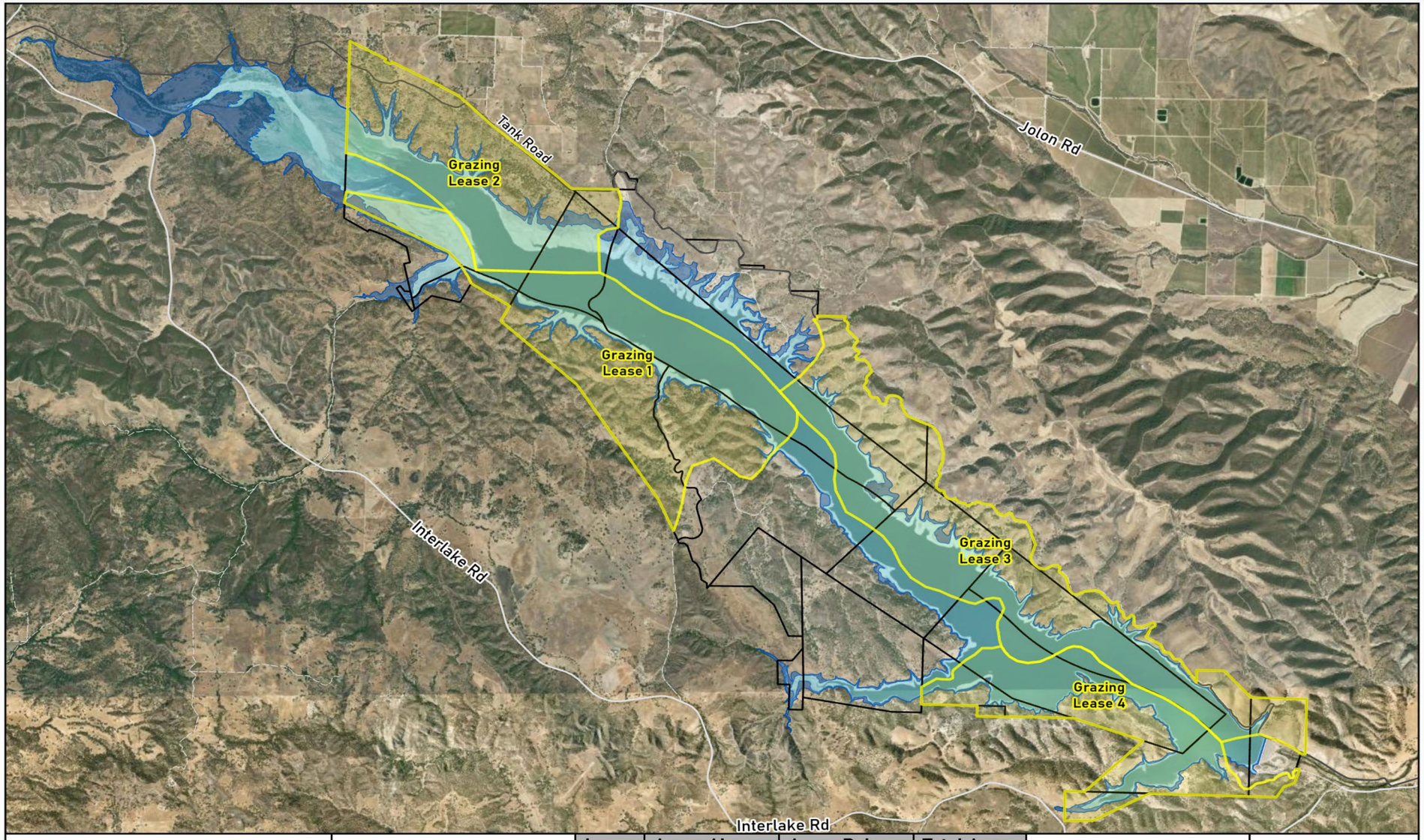
Grazing Lease Program

Agenda

1. Grazing Lease Overview
2. Update on program changes
3. Timeline
4. Questions

Grazing Lease Overview

- Grazing program began in the 1960's
- Total of 16, 400 acres, 10,300 acres above the high-water mark.
- San Antonio 4 leases
- Nacimiento 5 leases
- Management tool to protect lands and preserve the open space around Nacimiento and San Antonio



San Antonio Reservoir

Grazing Leases and MCWRA Owned Parcels

Legend

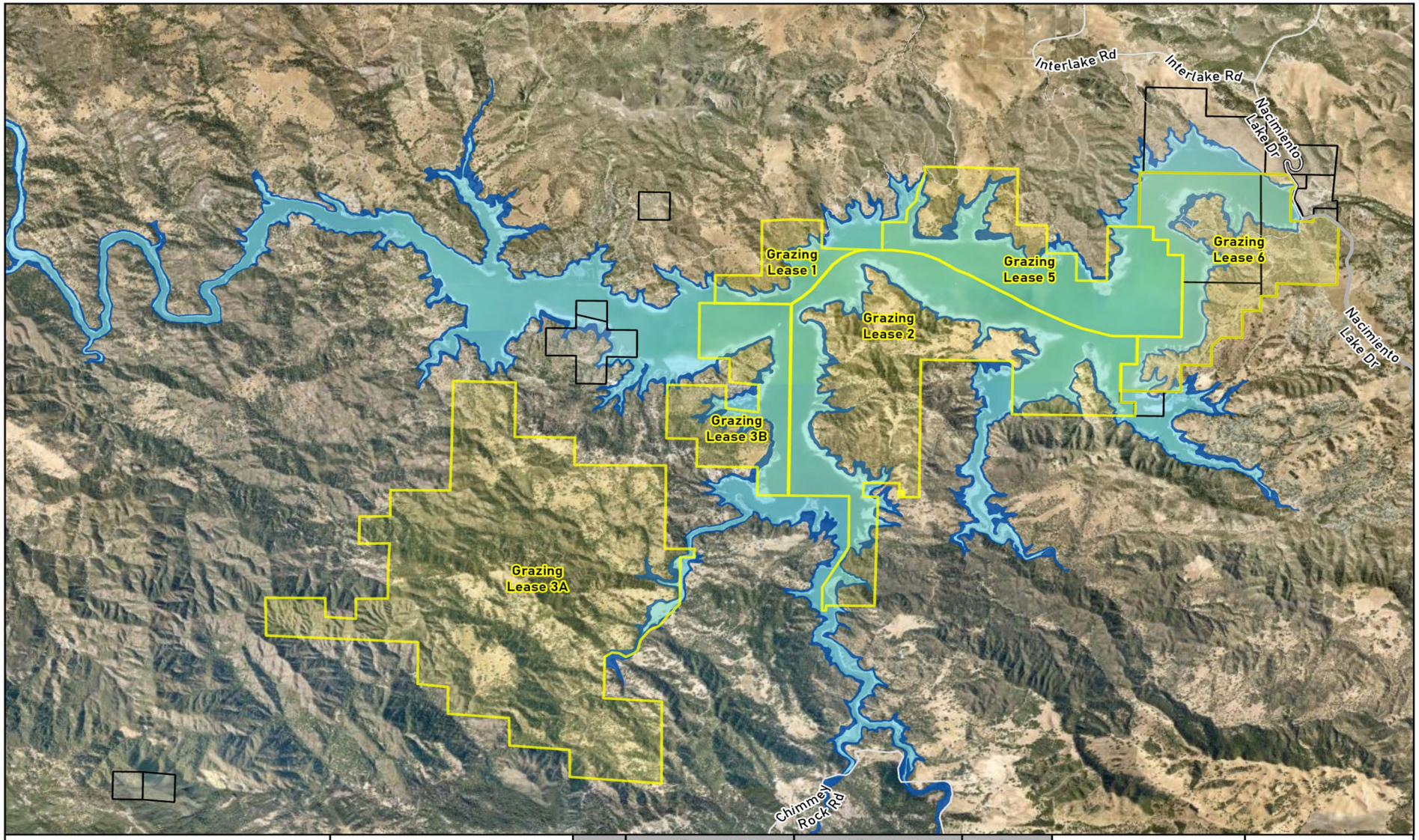
- Lease Boundary
- MCWRA Owned Parcels
- 780-Foot High Water Mark
- 800-Foot Floodage Easement

Lease	Acres Above HWM 780	Acres Below HWM 780	Total Acres
1	1240	1094	2334
2	999	719	1718
3	1509	1190	2699
4	664	683	1347

N W E S

0 0.25 0.5 0.75 1 Miles

Monterey County Water Resources Agency
Date : 3/30/2026



Nacimiento Reservoir

Grazing Leases and MCWRA Owned Parcels

Legend

- Lease Boundary
- MCWRA Owned Parcels
- 800-Foot High Water Mark
- 825-Foot Floodage Easement

Lease	Acres Above HWM 800	Acres Below HWM 800	Total Acres
1	168	141	309
2	1325	1202	2527
3A	3917	32	3949
3B	357	401	758
5	347	874	1221
6	699	534	1233

N W E S

0 0.25 0.5 0.75 1 Miles

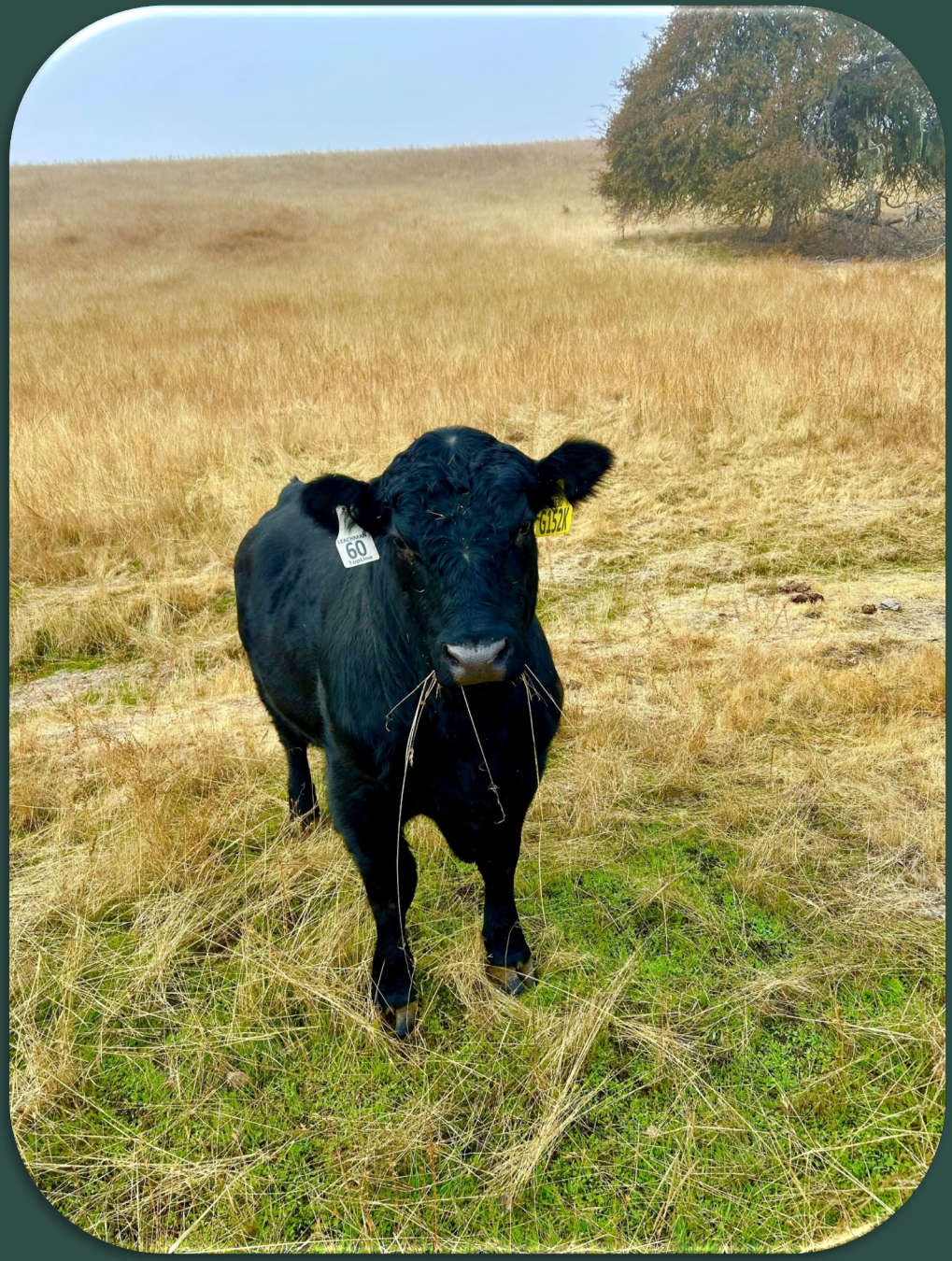
Monterey County Water Resources Agency
Date : 4/9/2026

Program updates & changes

- Revised and updated current lease to clarify unclear provisions
- Extending lease term to 10 years
- Combining leases (SA 1 & 2), (SA 4 & Naci 1)
- Establishing clear processes and guidelines
- Implementation of fees
- Pre-bid qualification requirements (competitive bid process)
- Goal to reinvest revenue into property improvements
- Identifying survey and protection areas
- Grazing Land Management Plan (GLMP)

Timeline

- Website program information – May 2026
- Onsite tours – June 2026
- Pre-certification/qualification – June 2026
- Bidding Auction – July 2026
- Award of lease – August 2026
- New term start – November 1, 2026



Questions

County of Monterey

Board Report

Legistar File Number: WRAG 26-159

Item No.18

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

May 18, 2026

Introduced: 5/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: WR General Agenda

Correspondence dated April 21, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency.
From Thomas S. Virsik, Attorney at Law.
Re: Board of Directors April 20 meeting, Item#7 One Water Econ

Thomas S.
Virsik
ATTORNEY AT LAW

21 April 2026
Via email: WRApubliccomment@countyofmonterey.gov

Mike LeBarre, Chair
Monterey County Water Resources
Board of Directors

Re: 20 April Board of Directors Meeting, Item 7 (Consent, One Water Econ)

Chair LeBarre:

This comment letter is an after-the-fact submission necessary due to the technical flubs of the meeting. As the MCWRA is aware, the incorrect Zoom credentials and then exceedingly poor audio prevented the public on Zoom from fully following the proceedings, albeit eventually the public could provide oral comments. I am unaware on when and how the consent calendar was addressed. Perhaps the video will inform the public about the consent agenda and the in-room discussions and statements on a variety of items, assuming the audio recording will be materially better than what the Zoom audio transmitted.

My clients are not objecting to the consent item. The comment they wished to provide in real time and are now putting in writing is related to the scope of work on pdf page 66 of the final agenda packet re "irrigator behavior" under certain assumptions. Their concern is the accuracy and lawfulness of whatever assumptions may be relied upon. Their very recent experience with the No Action Alternative (NAA) set of assumptions and economic analysis in the Brackish Groundwater Restoration Project study for the SVBGSA informs their caution. The SVBGSA's NAA report/analysis assumed circumstances not legally authorized by SGMA, i.e., that SWI exceedances could cause the "state" to curtail pumping throughout the Valley at the same time and to the same degree. The consultant who crafted the assumptions conceded the NAA circumstances were "unlikely" but as far as the public knows the NAA remains without correction or caveat, in DWR's hands and may be used to seek federal money premised on assumptions that are at least "unlikely" and more emphatically, legally unauthorized.[1]

With respect to the economic study the MCWRA seeks, under certain circumstances such as a theoretical absence of dams, "irrigator behavior" will depend on said irrigator's water rights. Those with preexisting or senior rights, i.e., rights predating the MCWRA's rights, can be expected to behave differently than those with no such rights. If the analysis paints all irrigators with too broad a brush, the accuracy and utility of the analysis may be undermined.

[1] My clients' April 7 and April 15 letters to the SVBGSA and DWR, respectively, detail the legal and factual fallacies. Both letters are public, of course.

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The lesson learned from the SVBGSA's NAA is that factual or economic assumptions that fail to follow basic legal tenants, while perhaps of theoretical, academic, or even grant oriented value, may be potentially harmful to any actual economic discussions to come by leading the target cohorts astray. My clients advocate for a careful economic analysis that respects facts and law, rather than assumes its way around them.

Very truly yours,

Thomas S. Virsik
Thomas S. Virsik

cc: Ara Azhderian, AzhderianA@countyofmonterey.gov
Kelly Donlon, DonlonKL@co.monterey.ca.us