

County of Monterey

*Saffron Room
1441 Schilling Place
Salinas, Ca 93901*



Meeting Agenda

Friday, August 1, 2025

8:30 AM

Saffron Room 1441 Schilling Place Salinas, Ca, 93901

Water Resources Agency Finance Committee

*John Baillie
Mark Gonzalez
Mike LeBarre
Matthew Simis*

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

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:
<https://montereycty.zoom.us/j/92403510520>
OR to participate by phone call any of these numbers below:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US

Enter this Meeting ID number: 924 0351 0520 PASSWORD: 404237 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push *9 on your keypad.

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

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

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

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

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

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

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

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

1. Puede asistir en persona,

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

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

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

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

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

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

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

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

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

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

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

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

Call to Order

Roll Call

Public Comment

Committee Member Comments

Consent Calendar

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

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

Scheduled Items

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

Attachments: [FY25 Monthly Reports](#)
[Financial FY2024-25 AP12 PPT](#)

3. Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with Fieldman, Rolapp and Associates, Inc., to extend

the term of the contract from August 3, 2028, to December 31, 2028, increase the dollar amount by \$75,000 for a total contract amount not to exceed \$165,000 for financial management services; and authorize the General Manager to execute the amendment. (Staff Presenting: Ara Azhderian)

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

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

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

Status Reports

5. Update on the development of a service agreement with the Salinas Valley Basin Groundwater Sustainability Agency. (SVBGSA) (Staff: Amy Woodrow)
6. Fiscal Year 2024-2025 Hydroelectric Revenue Summary. (Staff Presenting: Nora Cervantes)

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

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

Attachments: [May 2025 Expenditures Report](#)

Calendar

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

Adjournment



County of Monterey

Item No.1

Board Report

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

Legistar File Number: WRAFIN 25-057

August 01, 2025

Introduced: 7/25/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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

County of Monterey

*Saffron Room
1441 Schilling Place
Salinas, Ca 93901*



Meeting Minutes

Friday, June 6, 2025

8:30 AM

REVISED AGENDA - ADDENDUM/SUPPLEMENTAL

Saffron Room 1441 Schilling Place Salinas, Ca 93901.

Water Resources Agency Finance Committee

*John Baillie
Mark Gonzalez
Mike LeBarre
Matthew Simis*

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

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

Call to Order

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

Roll Call

Present: John Baillie (left meeting at 8:55 a.m.), Mark Gonzalez, Mike LeBarre, Matthew Simis
Absent: None

Public Comment

None

Committee Member Comments

John Baillie, Nan Kim

Presentations

Committee Member Comments: Mike LeBarre, Matthew Simis, John Baillie, Mark Gonzalez

Staff Comments: Peter Vannerus

Public Comments: None

1. Monterey One WaterWater Resources Agency program March 2025 Financial Report. (Presenters: M1W Cheri Freese and Lawrence Chiu)

Attachments: [M1W WRA program Financials](#)
 [M1W Year to Date Financials thru March 2025](#)

Consent Calendar

Upon the Motion by Mark Gonzalez, Second by Matthew Simis the committee approved the Consent Calendar of the Finance Committee meeting.

Ayes: Mark Gonzalez, Matthew Simis, John Baillie, Mike LeBarre,

Noes: None

Absent: None

Abstained: None

Committee Member Comments: None

Staff Comments: None

Public Comments: None

2. Approve the Minutes of the Finance Committee meeting on May 2, 2025.

Attachments: [draft Finance Minutes May 2, 2025](#)

Scheduled Items

3. Consider receiving the FY 25 AP10 Financials for All Agency Funds. (Staff Presenter: Nora Cervantes)

Attachments: [FY25 BoD Monthly Reports](#)

Upon the Motion by Mark Gonzalez, Second by Matthew Simis the committee received the Monterey County Water Resources Agency FY 2024-25 Financial Status Report through Period 10 - April 10, 2025.

Ayes: Mark Gonzalez, Matthew Simis, Mike LeBarre,

Noes: None

Absent: John Baillie

Abstained: None

Committee Member Comments: None

Staff Comments: None

Public Comments: None

4. Consider recommending approval of Amendment No. 2 to the Professional Services Agreement with JDH Corrosion Consultants, Inc., to increase the dollar amount by \$150,000 for a total contract amount not-to-exceed \$323,780 and extend the term of the Agreement to June 30, 2028, to provide cathodic protection engineering services for the Castroville Seawater Intrusion Project (CSIP); and authorize the General Manager to execute the Amendment. (Staff Presenter: Manuel Saavedra)

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

Upon the Motion by Mark Gonzalez, Second by Mike LeBarre the committee recommended approval of Amendment No. 2 to the Professional Services Agreement with JDH Corrosion Consultants, Inc., to increase the dollar amount by \$150,000 for a total contract amount not-to-exceed \$323,780 and extend the term of the Agreement to June 30, 2028, to provide cathodic protection engineering services for the Castroville Seawater Intrusion Project (CSIP); and authorize the General Manager to execute the Amendment.

Ayes: Mark Gonzalez, Matthew Simis, Mike LeBarre,

Noes: None

Absent: John Baillie

Abstained: None

Committee Member Comments: Mike LeBarre, Mark Gonzalez

Staff Comments: None

Public Comments: None

5. Consider recommending that the Board of Directors of the Monterey County Water Resources Agency approve Amendment No. 1 to the Joint Funding Agreement with United States Department of the Interior: United States Geological Survey to increase the dollar amount by \$19,030 for a new contract total not to exceed \$249,090 to accommodate installation of a stream gage on the Salinas River at King City and operation and maintenance of said gage for the remainder of the contract term; and authorize the General Manager to execute Amendment No. 1. (Staff Presenter: Joseph Klein)

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

Upon the Motion by Mark Gonzalez, Second by Mike LeBarre the committee recommended that the Board of Directors of the Monterey County Water Resources Agency approve Amendment No. 1 to the Joint Funding Agreement with United States Department of the Interior: United States Geological Survey to increase the dollar amount by \$19,030 for a new contract total not to exceed \$249,090 to accommodate installation of a stream gage on the Salinas River at King City and operation and maintenance of said gage for the remainder of the contract term; and authorize

the General Manager to execute Amendment No. 1.

Ayes: Mark Gonzalez, Matthew Simis, Mike LeBarre,

Noes: None

Absent: John Baillie

Abstained: None

Committee Member Comments: Matthew Simis, Mark Gonzalez, Mike LeBarre

Staff Comments: None

Public Comments: None

Calendar

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

Adjournment

The meeting adjourned at 9:33 a.m.

7. Water Resources Agency Finance Committee Addenda/Revisions to Scheduled Item #3 on June 6, 2025:

1. Receive the Monterey County Water Resources Agency FY 2024-25 Financial Status Report through Period 10 - April 10, 2025.

Attachments: [WRA Financial FY2024-25 AP10 PPT](#)

8. Water Resources Agency Finance Committee Addenda/Revisions to Status Reports on June 6, 2025:

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

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



County of Monterey

Item No.2

Board Report

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

Legistar File Number: WRAFIN 25-058

August 01, 2025

Introduced: 7/25/2025

Current Status: Agenda Ready

Version: 1

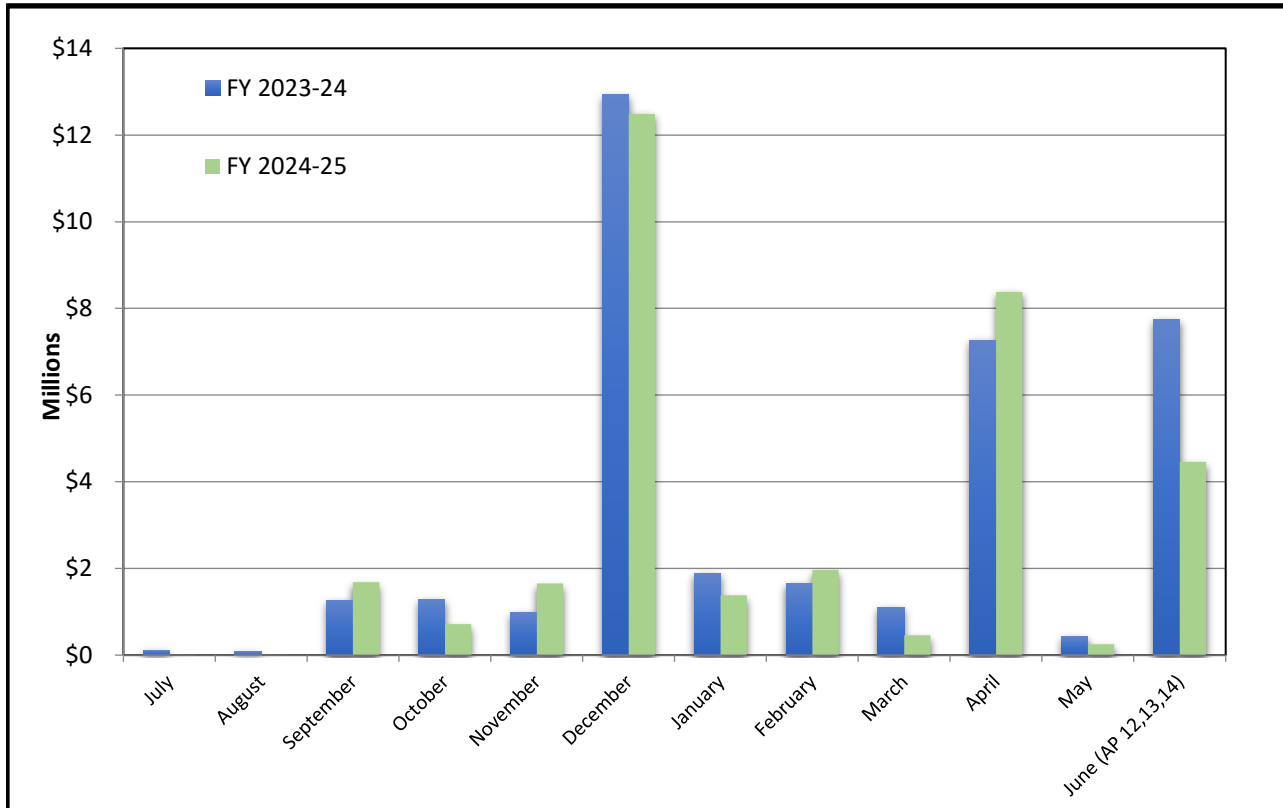
Matter Type: WRA Finance Item

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

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

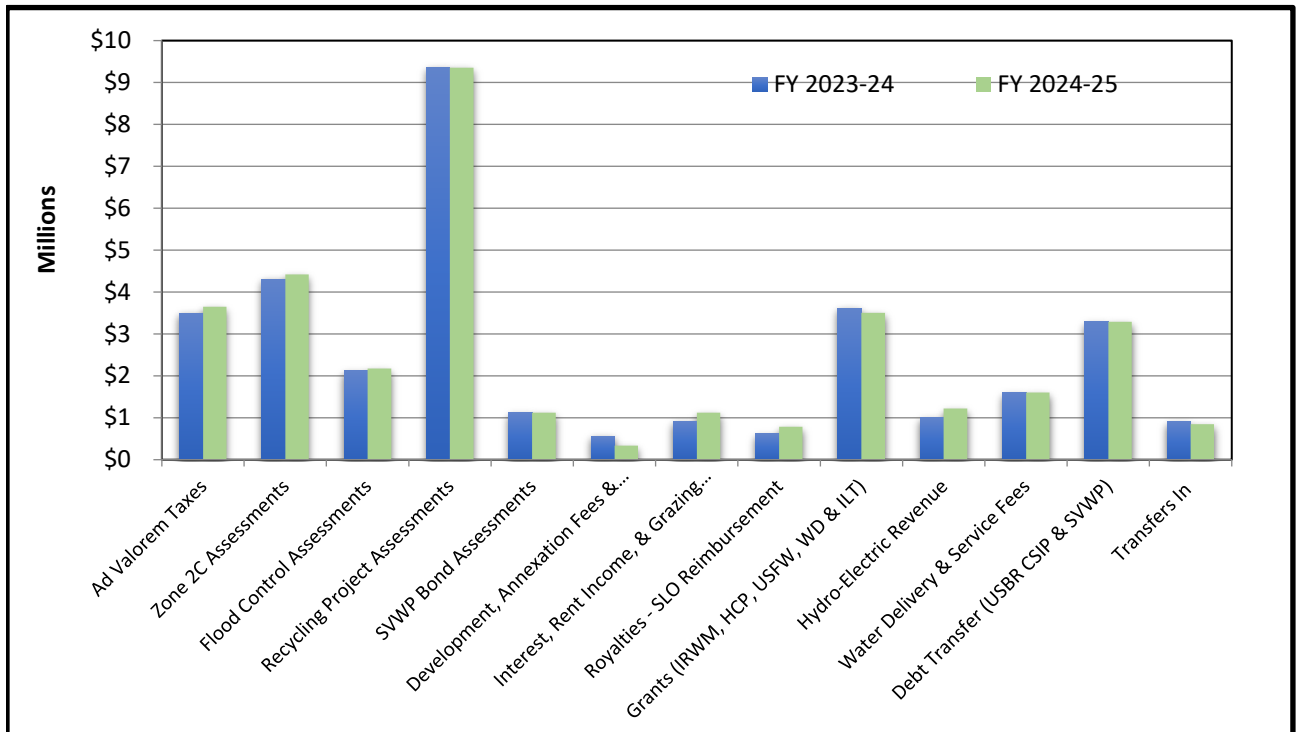
YTD Actual Revenues

Month By Month Revenues				
	FY 2023-24	% Received	FY 2024-25	% Received
July	114,716	0.2%	7,045	0.0%
August	83,663	0.4%	4,028	0.0%
September	1,270,376	2.9%	1,681,142	4.0%
October	1,286,447	5.5%	715,871	5.7%
November	983,161	7.5%	1,652,130	9.6%
December	12,927,380	33.3%	12,483,369	39.2%
January	1,892,375	37.0%	1,382,720	42.5%
February	1,654,655	40.3%	1,962,815	47.2%
March	1,109,794	42.6%	458,368	48.3%
April	7,270,605	57.1%	8,382,106	68.2%
May	429,258	57.9%	251,016	68.7%
June (AP 12,13,14)	7,746,346	73.4%	4,461,088	79.3%
YEAR TO DATE ACTUAL:	36,768,776	73.4%	33,441,697	79.3%
Budgeted Amount	50,097,830		42,154,850	



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

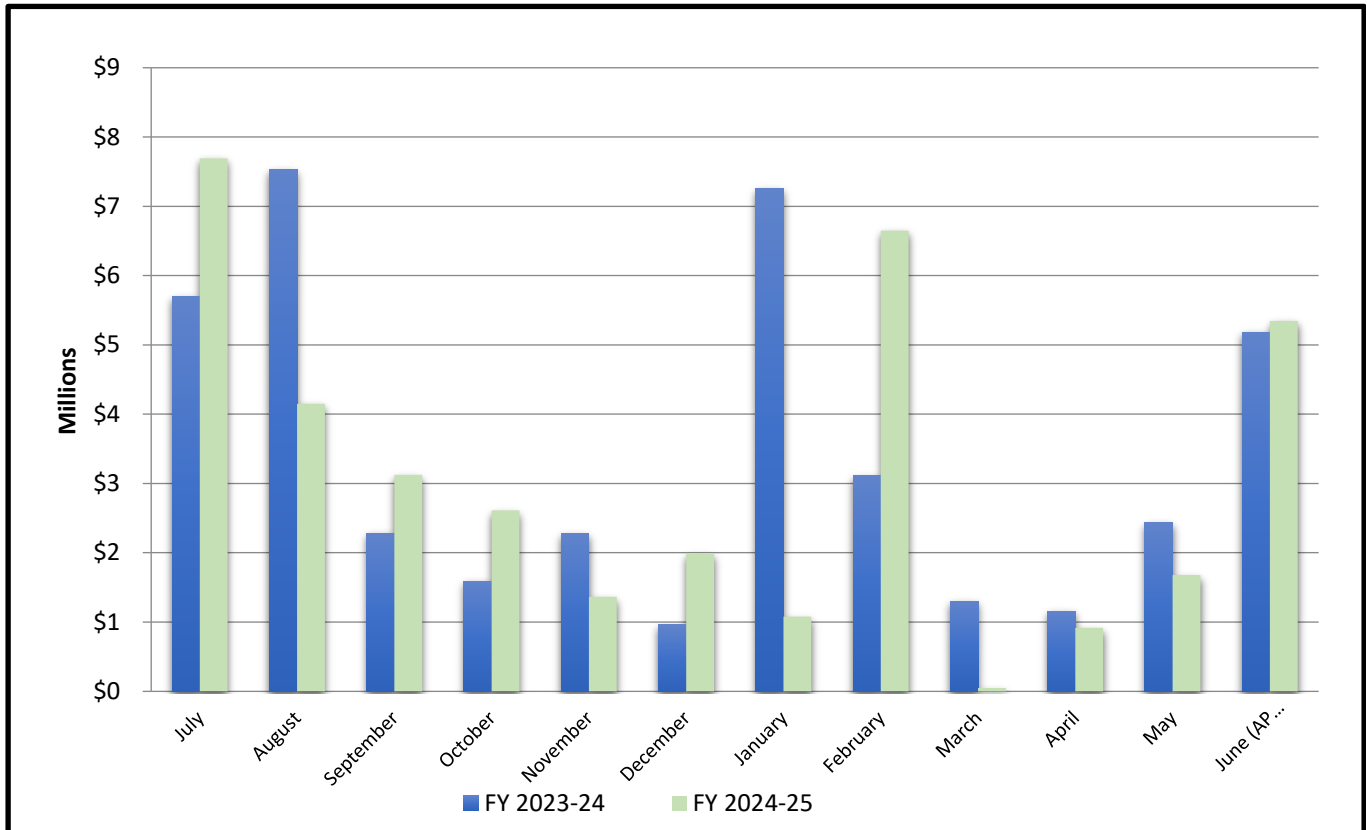
Through Accounting Period 12 - Jun 30		
	FY 2023-24	FY 2024-25
Ad Valorem Taxes	3,495,925	3,649,744
Zone 2C Assessments	4,310,887	4,421,896
Flood Control Assessments	2,123,297	2,172,789
Recycling Project Assessments	9,360,890	9,353,965
SVWP Bond Assessments	1,118,977	1,119,601
Development, Annexation Fees & Other	563,045	339,480
Interest, Rent Income, & Grazing Leases	918,902	1,123,853
Royalties - SLO Reimbursement	614,071	786,699
Grants (IRWM, HCP, USFW, WD & ILT)	3,618,896	3,505,767
Hydro-Electric Revenue	1,007,356	1,223,316
Water Delivery & Service Fees	1,596,582	1,605,319
Debt Transfer (USBR CSIP & SVWP)	3,292,467	3,289,268
Transfers In	900,000	850,000
YEAR TO DATE TOTAL:	32,921,296	33,441,697



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

YTD Actual Expenditures

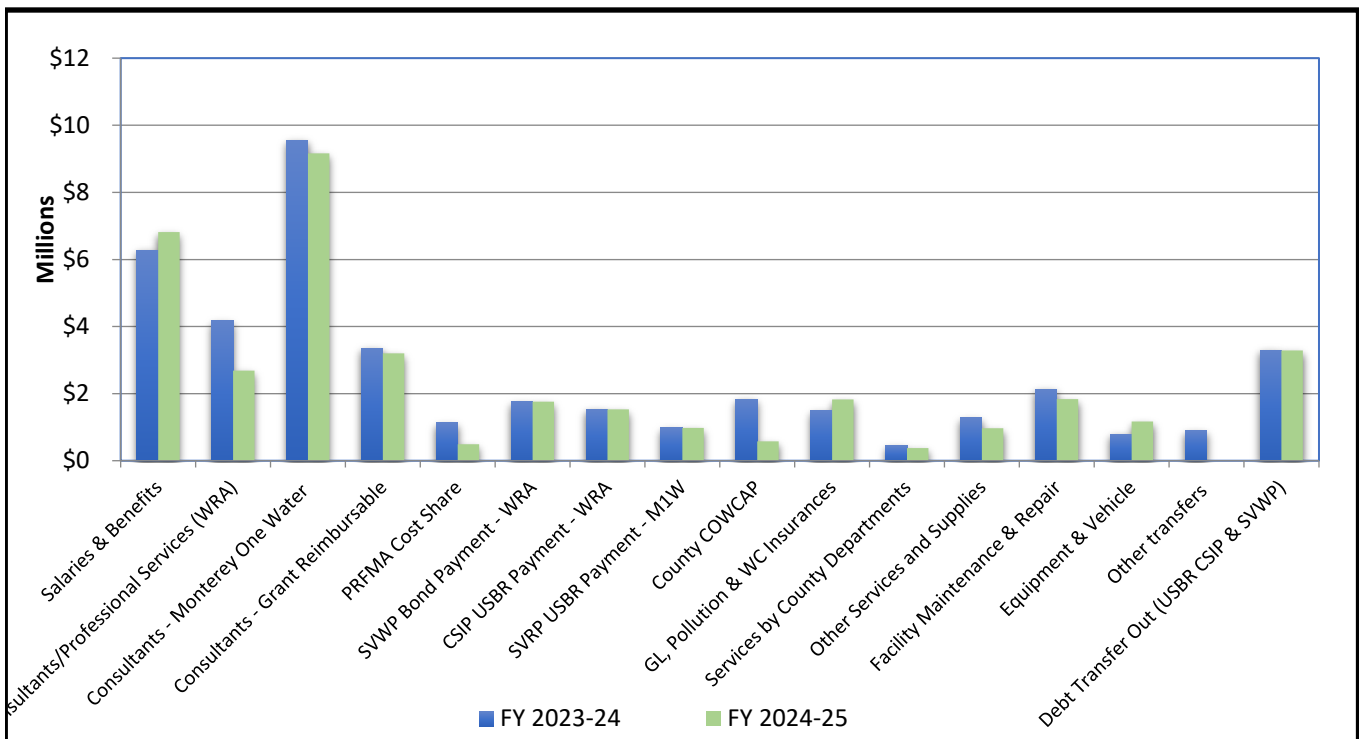
Month By Month Expenditures				
	FY 2023-24	% Expended	FY 2024-25	% Expended
July	5,695,222	10.4%	7,692,836	15.8%
August	7,527,945	24.1%	4,149,850	24.3%
September	2,284,563	28.3%	3,125,338	30.7%
October	1,587,257	31.2%	2,612,806	36.1%
November	2,274,369	35.3%	1,364,959	38.9%
December	959,125	37.1%	1,996,632	43.0%
January	7,252,017	50.3%	1,076,537	45.2%
February	3,111,824	55.9%	6,650,206	58.8%
March	1,301,308	58.3%	49,849	58.9%
April	1,153,394	60.4%	918,854	60.8%
May	2,431,439	64.9%	1,681,153	64.2%
June (AP 12,13,14)	5,185,761	74.3%	5,345,019	75.2%
YEAR TO DATE ACTUAL:	40,764,223	74.3%	36,664,040	75.2%
Budgeted Amount	54,860,209		48,759,795	



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

YTD Expenditures by Type

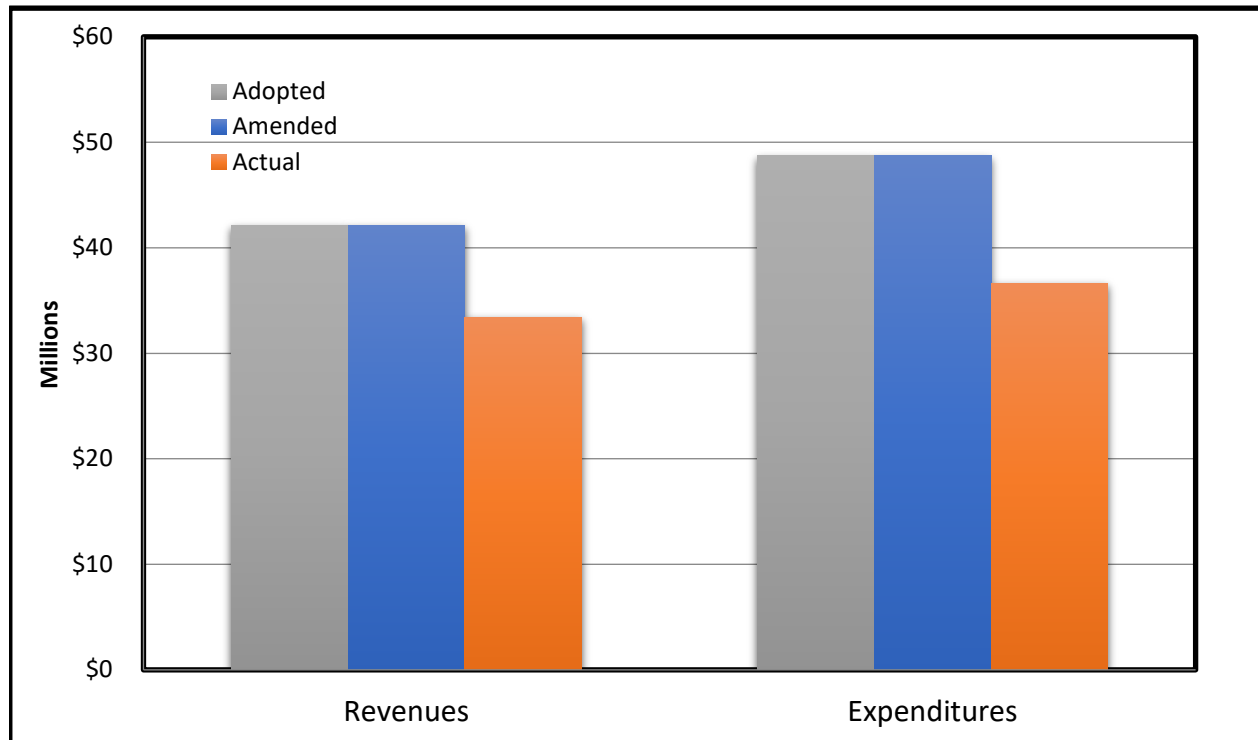
Through Accounting Period 12 - Jun 30		
	FY 2023-24	FY 2024-25
Salaries & Benefits	6,277,347	6,815,589
Consultants/Professional Services (WRA)	4,167,570	2,684,815
Consultants - Monterey One Water	9,557,314	9,163,033
Consultants - Grant Reimbursable	3,345,910	3,199,863
PRFMA Cost Share	1,125,272	491,511
SVWP Bond Payment - WRA	1,755,338	1,756,213
CSIP USBR Payment - WRA	1,537,129	1,535,726
SVRP USBR Payment - M1W	979,419	974,765
County COWCAP	1,829,892	573,662
GL, Pollution & WC Insurances	1,500,908	1,825,227
Services by County Departments	450,889	381,094
Other Services and Supplies	1,274,444	967,927
Facility Maintenance & Repair	2,124,628	1,832,037
Equipment & Vehicle	794,206	1,173,310
Other transfers	900,000	0
Debt Transfer Out (USBR CSIP & SVWP)	3,292,467	3,289,268
YEAR TO DATE TOTAL:	40,912,733	36,664,040



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

For Month Ending: June 30, 2025

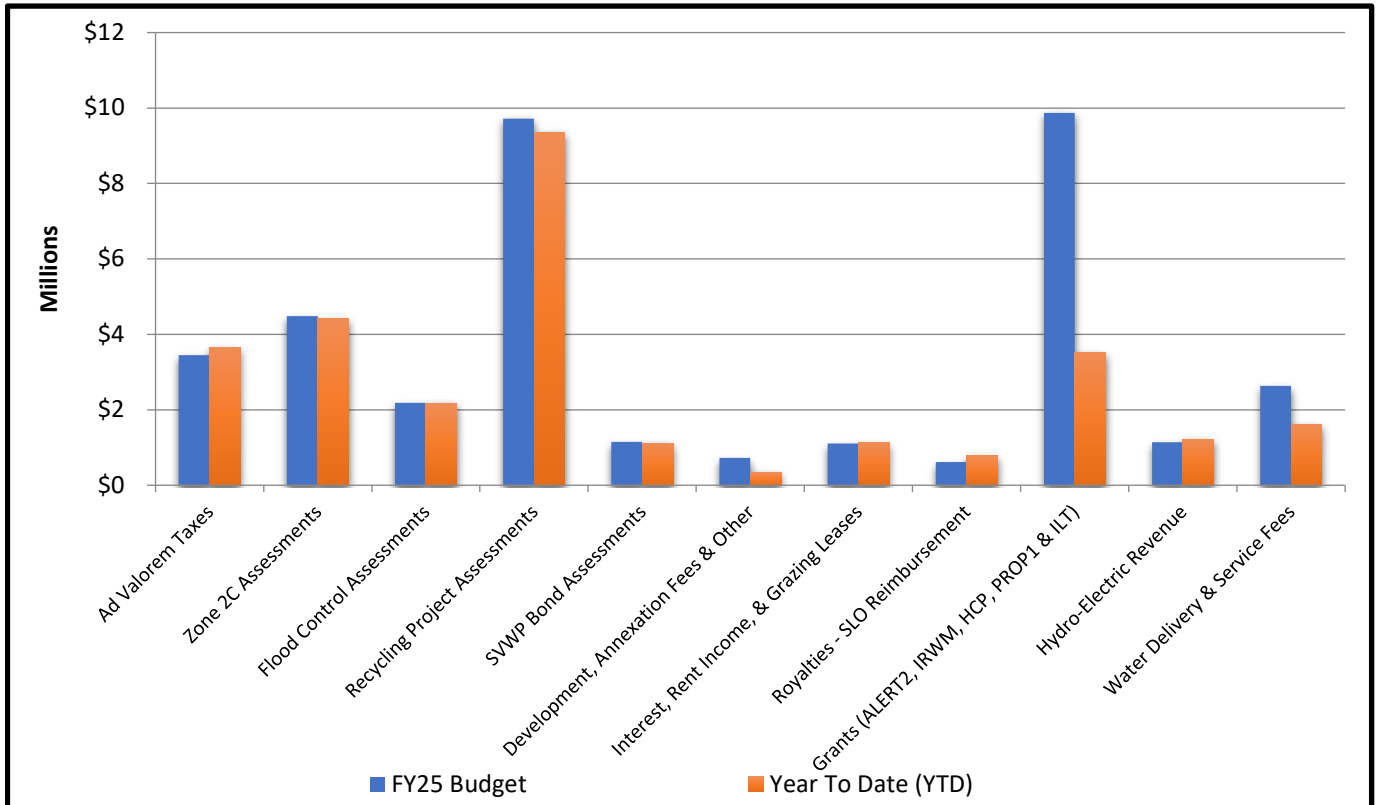
Budget Variance Analysis		
Category	Approved Budget	YTD Actual
Beginning Available Fund Balance	20,816,729	20,816,729
Revenues	42,154,850	33,441,697
Expenditures	48,759,795	36,664,040
Ending Available Fund Balance	14,211,784	17,594,386



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

Revenue Variance

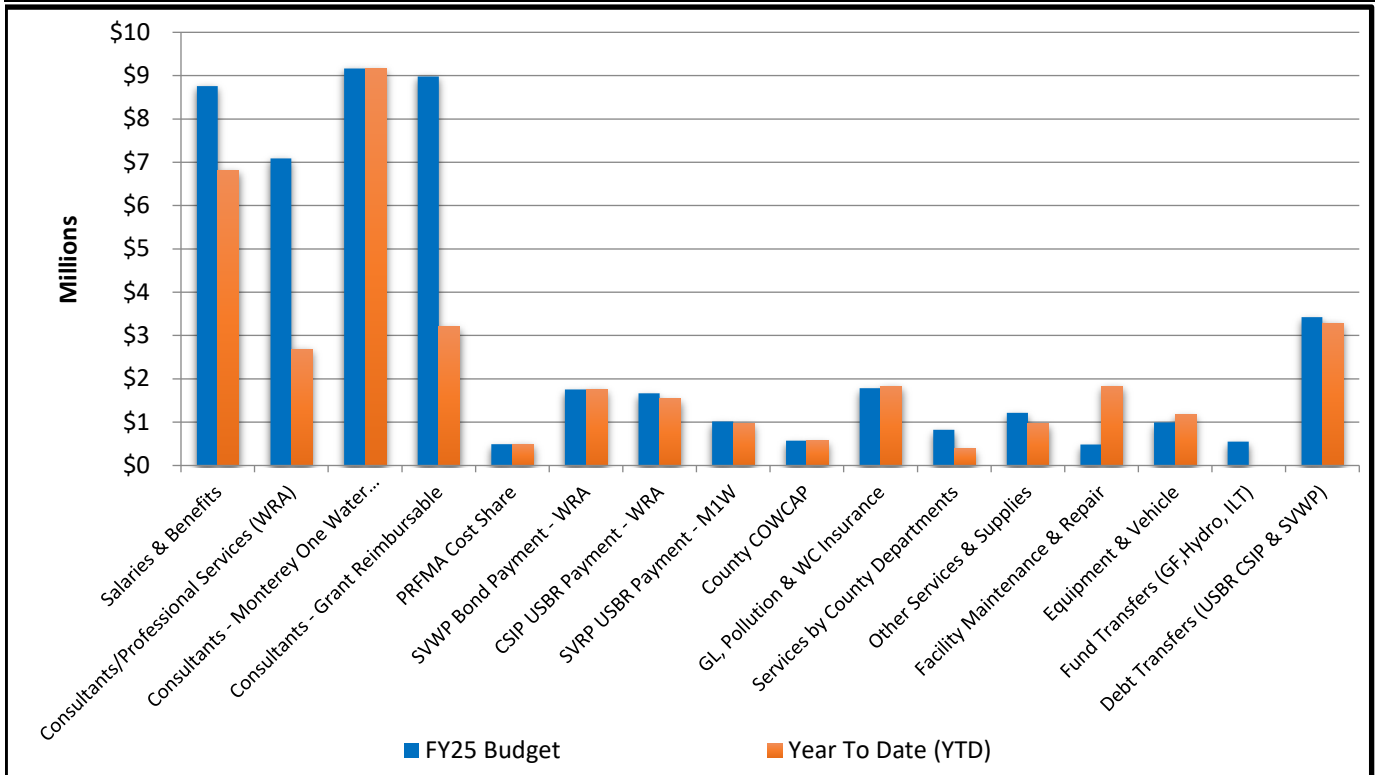
Revenue Variance by Source				
	FY25 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Ad Valorem Taxes	3,447,294	8.2%	3,649,744	105.9%
Zone 2C Assessments	4,485,633	10.6%	4,421,896	98.6%
Flood Control Assessments	2,187,167	5.2%	2,172,789	99.3%
Recycling Project Assessments	9,717,747	23.1%	9,353,965	96.3%
SVWP Bond Assessments	1,145,102	2.7%	1,119,601	97.8%
Development, Annexation Fees & Other	721,489	1.7%	339,480	47.1%
Interest, Rent Income, & Grazing Leases	1,107,175	2.6%	1,123,853	101.5%
Royalties - SLO Reimbursement	614,070	1.5%	786,699	128.1%
Grants (ALERT2, IRWM, HCP, PROP1 & ILT)	9,869,900	23.4%	3,505,767	35.5%
Hydro-Electric Revenue	1,140,961	2.7%	1,223,316	107.2%
Water Delivery & Service Fees	2,629,626	6.2%	1,605,319	61.0%
Transfers In (from other Agency Funds)	1,664,474	3.9%	850,000	51.1%
Debt Transfer (USBR CSIP & SVWP)	3,424,213	8.1%	3,289,268	96.1%
TOTAL:	42,154,850	100.0%	33,441,697	79.3%



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

Expenditure Variance

Expenditure Variance by Type				
	FY25 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Salaries & Benefits	8,755,473	18.0%	6,815,589	77.8%
Consultants/Professional Services (WRA)	7,089,275	14.5%	2,684,815	37.9%
Consultants - Monterey One Water Contract Fee	9,163,033	18.8%	9,163,033	100.0%
Consultants - Grant Reimbursable	8,980,000	18.4%	3,199,863	35.6%
PRFMA Cost Share	494,778	1.0%	491,511	99.3%
SVWP Bond Payment - WRA	1,756,213	3.6%	1,756,213	100.0%
CSIP USBR Payment - WRA	1,668,000	3.4%	1,535,726	92.1%
SVRP USBR Payment - M1W	1,016,000	2.1%	974,765	95.9%
County COWCAP	573,662	1.2%	573,662	100.0%
GL, Pollution & WC Insurance	1,781,691	3.7%	1,825,227	102.4%
Services by County Departments	823,171	1.7%	381,094	46.3%
Other Services & Supplies	1,212,157	2.5%	967,927	79.9%
Facility Maintenance & Repair	481,315	1.0%	1,832,037	380.6%
Equipment & Vehicle	991,340	2.0%	1,173,310	118.4%
Fund Transfers (GF,Hydro, ILT)	549,474	1.1%	0	0.0%
Debt Transfers (USBR CSIP & SVWP)	3,424,213	7.0%	3,289,268	96.1%
TOTAL:	48,759,795	100.0%	36,664,040	75.2%



FY 2024-25 WRA Fund Balances

For Month Ending: June 30, 2025

% Monthly Time Elapsed: 100.00%

			FY2024-25 BUDGET				YEAR-TO-DATE Actual					
Fund	Unit	Fund Name	Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration	4,241,073	6,962,120	5,286,612	2,565,565	4,720,679	67.8%	5,160,637	97.6%	4,681,031	111
112	8484	Pajaro Levee	963,440	1,045,000	1,040,356	958,796	816,262	78.1%	1,157,021	111.2%	1,304,199	112
116	8485	Dam Operations	1,700,407	15,877,607	12,984,201	(1,192,999)	8,838,720	55.7%	8,396,243	64.7%	1,257,930	116
121	8486	Soledad Storm Drain	303,708	129,292	108,542	282,958	41,224	31.9%	96,215	88.6%	358,699	121
122	8487	Reclamation Ditch	1,301,112	1,968,504	2,040,285	1,372,893	1,942,939	98.7%	1,439,067	70.5%	797,240	122
124	8488	San Lorenzo Creek	36,598	254,482	246,811	28,927	36,159	14.2%	37,943	15.4%	38,382	124
127	8489	Moro Cojo Slough	411,271	582,491	322,261	151,041	210,560	36.1%	107,250	33.3%	307,960	127
130	8490	Hydro-Electric Ops	2,077,882	1,104,323	1,177,727	2,151,286	966,623	87.5%	1,280,461	108.7%	2,391,720	130
131	8491	CSIP Operations	2,439,324	7,133,033	6,163,072	1,469,363	5,843,743	81.9%	4,798,273	77.9%	1,393,854	131
132	8492	SVRP Operations	2,655,387	6,187,071	5,726,571	2,194,887	6,147,430	99.4%	5,529,780	96.6%	2,037,737	132
134	8493	SRDF Operations	2,669,678	3,717,282	3,595,965	2,548,361	3,499,029	94.1%	2,124,790	59.1%	1,295,439	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	1,535,726	92.1%	1,535,726	92.1%	770,672	303
313	8494	Debt Services	1,036,746	1,756,213	1,756,213	1,036,746	1,756,213	100.0%	1,756,213	100.0%	1,036,746	313
426	8495	Interlake Tunnel	209,431	374,377	38,234	(126,712)	308,733	82.5%	22,079	57.7%	(77,223)	426
TOTAL:			20,816,729	48,759,795	42,154,850	14,211,784	36,664,040	75.2%	33,441,697	79.3%	17,594,386	





TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
FY 2024-25 Financial Status Report
through Period 12 - June 30, 2025.



YTD Total Revenues - FY25

As of June 30, 2025

33,441,697

Revenue Source	Amount	% Received
Ad-Valorem	3,649,744	10.9%
Assessments	17,068,251	51.0%
Permits, Fees and Other Fees	225,537	0.7%
Interest, Rent Income, & Grazing Leases	1,123,853	3.4%
Royalties - SLO Reimbursement	786,699	2.4%
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	3,505,767	10.5%
Hydro-Electric Revenue	1,223,316	3.7%
Water Delivery & Service Fees	1,605,319	4.8%
Fund Transfers In	850,000	2.5%
Other Revenue	113,943	0.3%
Fund Transfer (Debt Payments)	3,289,268	9.8%
Total	33,441,697	

FY24 vs FY25 Actual Revenues

Revenue as of June 30, 2024	32,921,296
As of June 30, 2025	33,441,697
Difference (Increase)	\$520,401

Revenue Source	Amount
Ad-Valorem	153,819
Assessments	154,199
Permits, Fees and Other Fees	15,591
Interest, Rent Income, & Grazing Leases	204,951
Royalties - SLO Reimbursement	172,628
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	(113,129)
Hydro-Electric Revenue	215,960
Water Delivery & Service Fees	8,737
Fund Transfers In	(50,000)
Other Revenue	(239,157)
Fund Transfer (Debt Payments)	(3,198)
Total	520,401

Revenue Variance

Budgeted Revenue
As of June 30, 2025
Variance (Shortage)

\$42,154,850
\$33,441,697
(\$8,713,153)

Revenue Source	Amount	Reason
Ad-Valorem	202,450	105.87% received
Assessments	(467,398)	97.33% received
Permits, Fees and Other Fees	(35,586)	86.37% received
Interest, Rent Income, & Grazing Leases	16,678	101.51% received
Royalties - SLO Reimbursement	172,629	128.11% received
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	(6,364,133)	35.52% received
Hydro-Electric Revenue	82,355	107.22% received
Water Delivery & Service Fees	(1,024,306)	61.05% received
Fund Transfers In	(814,474)	51.07% received
Other Revenue	(346,423)	24.75% received
Fund Transfer (Debt Payments)	(134,945)	96.06% received
Total	(8,713,153)	79.33% budgeted

Year To Date Expenditures - FY25

As of June 30, 2025

\$36,664,040

Expenditure Source	Amount	% Expended
Salaries & Benefits	\$6,815,589	18.6%
Consultants/Other Professional Services	\$2,684,815	7.3%
Monterey One Water Contract Fee	\$9,163,033	25.0%
GRANT - Consultants/Professional Services	\$3,199,863	8.7%
PRFMA Cost Share	\$491,511	1.3%
SVWP Bond Payment - WRA	\$1,756,213	4.8%
CSIP USBR Payment - WRA	\$1,535,726	4.2%
SVRP USBR Payment - M1W	\$974,765	2.7%
Other Charges - COWCAP	\$573,662	1.6%
GL & Pollution Insurance	\$1,825,227	5.0%
County Department Charges	\$381,094	1.0%
Other Services and Supplies	\$967,927	2.6%
Facility Maintenance & Repair	\$1,832,037	5.0%
Equipment & Vehicle -All	\$1,173,310	3.2%
Fund Transfer Out	\$0	0.0%
Transfer - Debt Payments	\$3,289,268	9.0%
Total	\$36,664,040	

FY24 vs FY25 Comparison

YTD Expenditures as of June 30, 2024	\$40,912,733
YTD Expenditures as of June 30, 2025	\$36,664,040
Difference (Decrease)	(\$4,248,693)

Expenditure Source	Reason	Amount
Salaries & Benefits	Increase	538,242
Consultants/Other Professional Services	Decrease	(1,482,756)
Monterey One Water Contract Fee	Decrease	(394,281)
GRANT - Consultants/Professional Services	Decrease	(146,047)
PRFMA Cost Share	Decrease	(633,761)
SVWP Bond Payment - WRA	Increase	875
CSIP USBR Payment - WRA		(1,403)
SVRP USBR Payment - M1W		(4,653)
Other Charges - COWCAP	Decrease	(1,256,230)
GL & Pollution Insurance	Increase	324,318
County Department Charges	Decrease	(69,795)
Other Services and Supplies	Decrease	(306,517)
Facility Maintenance & Repair	Decrease	(292,592)
Equipment & Vehicle -All	Increase	379,104
Fund Transfer Out	Decrease	(900,000)
Transfer - Debt Payments		(3,198)
Total	Decrease	(4,248,693)

Expenditure Variance

Budgeted Expenditures	\$48,759,795
YTD Expenditures as of June 30, 2025	\$36,664,040
Difference (Shortage)	(\$12,095,755)

Expenditure Source	Amount	Note
Salaries & Benefits	(1,939,884)	77.8% budgeted
Consultants/Other Professional Services	(4,404,460)	37.9% budgeted
Monterey One Water Contract Fee	(0)	100.0% budgeted
GRANT - Consultants/Professional Services	(5,780,137)	35.6% budgeted
PRFMA Cost Share	(3,267)	
SVWP Bond Payment - WRA	(1)	100% budgeted
CSIP USBR Payment - WRA	(132,274)	
SVRP USBR Payment - M1W	(41,235)	
Other Charges - COWCAP	0	100.0% budgeted
GL & Pollution Insurance	43,536	102.4% budgeted
County Department Charges	(442,077)	46.3% budgeted
Other Services and Supplies	(244,230)	79.9% budgeted
Facility Maintenance & Repair	1,350,722	380.6% budgeted
Equipment & Vehicle -All	181,970	
Fund Transfer Out	(549,474)	remaining Year End transfer
Transfer - Debt Payments	(134,945)	
Total	(12,095,755)	75.2% Budgeted

Notable Expense

For Consultants/Other Professional Services

Expenditures as of June 30, 2024	\$4,167,570
Total YTD Expenditures as of June 30, 2025	\$2,684,815
Difference (Decrease)	(\$1,482,756)

Expenditure Source	FY 2024	FY 2025	Variance	Note
FUND 111	\$470,834	\$420,283	(50,552)	FY24 Gonzalez Slough & Lower Merrit repair complete.
FUND 112	\$174,304	\$10,309	(163,995)	FY24 reimbursement exp for Pajaro Force Main Relocation
FUND 116	\$1,946,425	\$1,161,501	(784,924)	FY25 Decrease Aecom SA/Naci seismic stability;
FUND 121	\$155	\$153	(2)	Property Tax Admin Fees
FUND 122	\$179,638	\$73,564	(106,074)	FY25 Decrease in Industrial supply-Santa Rita pump repairs complete
FUND 124	\$21,071	\$4,634	(16,437)	FY25 Decrease in US Geology Survey
FUND 127	\$82,886	\$61,200	(21,686)	FY25 decrease in Moss landing tide consulting & design svc.
FUND 130	\$198,135	\$156,842	(41,293)	FY25 decrease in encumbrance JDI Electrical & Power systems
FUND 131	\$444,014	\$538,120	94,106	FY24 payment to Cty of Salinas for delivery of water IWTF
FUND 132	\$30,224	\$7,640	(22,585)	FY25 decrease in Auditing Svc
FUND 134	\$619,883	\$250,570	(369,313)	FY25 decrease in E2 Consulting SRDF hydraulic modeling
Total	\$4,167,570	\$2,684,815	(1,482,756)	

Notable Expense

Fund 111

Total YTD Expenditures as of June 30, 2025

\$3,050,849

Expenditure Source	Amount	Note
Salaries and Benefits	\$1,327,548	Alert Monitoring, Annexation, Carmel River, Groundwater programs, O&M, GSA Support, SVB.
Consultant/Other Professional Services	\$420,283	Baker Tilly- Strategic Planning, Don Chapin- Blanco Culvert, US Geological Survey-SVIHM Modeling
Grant Consultants	\$104,792	Balance Hydrologics for Carmel River Study Grant, Lechowiz & Tseng - SVBGSA GEM Expansion
Other Charges-COWCAP	\$104,405	
GL Pollution & WC Insurances	\$192,493	PRISM GL & Pollution coverage premium \$106,797
County Department Charges	\$292,934	Courier Svc, Mail handling, Records retention, ITD, legal svc
Other Services and Supplies	\$100,715	
Equipment & Vehicle	\$329,694	Industrial Supplies for Upper & Lower Merritt equipment maintenance
Facility Maintenance & Repair	\$177,985	Don Chapin -Aggregate materials for agency & winterstorms (Salinas River lagoon)
Total	\$3,050,849	

Notable Expense (over \$50K) Cont'd

Fund 111

YTD Encumbrances & Expenditures as of June 30, 2025

Vendor Name	YTD Encumbrances	YTD Expenditures	Note
BAKER TILLY US	\$95,000	\$89,942	Strategic Planning Services
BALANCE HYDROLOGICS	\$90,000	\$26,228	Carmel River Study - Grant Related
CA WILSON INC	\$162,000	\$151,497	Upper/Lower Merritt-machining, fabrication, equipment maintenance
DON CHAPIN	\$75,000	\$316	Recycle clean material and aggregate materials
DON CHAPIN	\$65,040	\$65,040	Blanco Drain Culver: Labor, equipment, materials
US GEOLOGICAL SURVEY	\$52,693	\$52,693	SVIHM Modeling
Total	\$539,733	\$385,715	

Fund 111 – Vendors with \$5000 +

Vendor Legal Name	Encumbrances	Expenditures	Balance
ASSURED AGGREGATES COMPANY INC	40,000.00	32,064.60	7,935.40
BAKER TILLY US LLP	95,000.00	89,942.00	5,058.00
BALANCE HYDROLOGICS INC	90,000.00	26,227.50	63,772.50
CA WILSON INC	162,000.00	151,497.09	10,502.91
CIT BANK NA	19,828.83	19,828.83	-
CIT BANK NA	7,500.00	7,426.91	73.09
DOWNEY BRAND	20,000.00	11,974.20	8,025.80
ENTERPRISE FM TRUST	14,000.00	14,000.00	-
FIELDMAN ROLAPP & ASSOCIATES	29,084.00	19,630.50	9,453.50
HENNINGSEN CONSTRUCTION CO INC	25,000.00	10,959.98	14,040.02
JENSCO INC	6,800.00	3,175.48	3,624.52
LECHOWICZ & TSENG MUNICIPAL CONSULTANTS	11,765.00	11,086.35	678.65
MBK ENGINEERS	15,000.00	8,818.22	6,181.78
MONTEREY BAY OFFICE PRODUCTS INC	14,200.00	14,099.69	100.31
OFFICE DEPOT BUSINESS SOLUTIONS LLC	15,157.01	4,696.89	10,460.12
RAFTELIS FINANCIAL CONSULTANTS INC	20,825.00	18,731.25	2,093.75
SHAPE INC	6,083.83	6,083.83	-
SOLINST CANADA LTD	5,508.76	-	5,508.76
SOMACH SIMMONS & DUNN A PROFESSIONAL CORPORATION	15,000.00	12,273.35	2,726.65
THE DON CHAPIN CO INC	75,000.00	315.55	74,684.45
THE DON CHAPIN CO INC	8,750.00	-	8,750.00
THE DON CHAPIN CO INC	40,000.00	38,250.12	1,749.88
THE DON CHAPIN CO INC	65,040.26	65,040.26	-
US GEOLOGICAL SURVEY	20,591.72	20,591.72	-
US GEOLOGICAL SURVEY	52,693.00	52,693.00	-
US GEOLOGICAL SURVEY	29,332.65	19,555.10	9,777.55
WESTERN OILFIELDS SUPPLY COMPANY	15,000.00	-	15,000.00
WESTERN OILFIELDS SUPPLY COMPANY	5,000.00	491.60	4,508.40
WW GRAINGER INC	7,000.00	1,002.98	5,997.02

Notable Expense Homeless Encampment Fund 112/122

YTD Encumbrance & Expenditures as of June 30, 2025

Vendor Name	YTD Encumbrance	YTD Expenditures	Note
ALLIED WASTE SERVICE -FUND 122	\$9,408	\$9,408	Rec Ditch, Homeless Encampments Cleanup, Trash & Debris
MRWMD -FUND 122	\$38	\$38	Garbage - Lake St
PROBUILD COMPANY - FUND 122	\$49	\$49	Hardware, lumber, related supplies
SMITH & ENRIGHT LANDSCAPE FUND 122	\$116,296	\$22,315	Homeless encampment - landscaping services
US BANK-FUND 122	\$782	\$782	Fencing material for Moffett/rec ditch
GRAINGER- FUND 122	\$88	\$88	Rec Ditch, Homeless Encampments supplies
STAFF TIME (Fund 112/122)	\$22,013	\$20,358	Homeless encampment Staff Time
Total	\$148,675	\$53,039	

FEMA Project Cost Status

As of June 30, 2025 - Winter Storm

\$3,578,447

As of June 30, 2025 - March Storm

\$2,665,415

Total YTD (Storm Activities)

\$6,243,863

Fund	Project 4683 January Storm	Est./Actual	Cost Submitted	Disallowance by FEMA	FEMA Cost to Award	FEMA Status
127	WRA.San Lorenzo Creek	Actual	205,879		154,409	Obligated
116	WRA.Salinas River Lagoon Levee Rd	Estimated	1,208,084		906,063	Pending EHP Review
116	WRA.Nacimiento Plunge Pool (100% cost-share)	Actual	588,552		588,552	Pending Final FEMA Review
116	WRA.Nacimiento Plunge Pool (75% cost-share)	Actual	1,038,503		778,877	Pending Final FEMA Review
130	WRA.Nacimiento Hydroplant Access Rd	Estimated	1,013,844		760,383	Pending Amendment Request Approval
111	WRA.Gonzales Slough	Actual	165,681		124,261	Obligated
various	WRA.AgencyWide Pump Station	Actual	57,414		43,061	Obligated
various	WRA - Emergency Protective Measures (County--Wide) (75% C	Actual	91,732	5,190	87,839	Pending EHP Review
various	WRA - Emergency Protective Measures (County--Wide) (100 %	Actual	908,925	123,830	785,095	Pending FEMA Final Review
various	Water Resources Agency (WRA) - Debris Removal (75% federal	Actual	52,876		39,657	Obligated
various	Water Resources Agency (WRA) - Countywide debris removal (1	Actual	76,647	5,483	71,163	Pending PDMG Project Review
	Subtotal		5,408,136	134,503	4,339,360	

Fund	Project 4699 March Storm	Est./Actual	Cost Submitted	Est. Cost (-) Markup cost	FEMA Cost to Award	FEMA Status
112	WRAM. Pajaro Levee	n/a	0	0	0	Removed: not eligible
134	WRAM. Debris Removal (Salinas River Diversion Facility)	Actual	101,416	18,216	87,755	Pending EHP Review
various	WRAM. Agency Wide Emergency Response	Actual	1,393,022	116,606	1,305,567	Pending EHP Review
111	WRAM Fairview Ditch Channel	n/a	8,058	0	0	Removed: Agency withdrew project
111	County Wide Water Control Facilities	Actual	249,482	0	187,112	Pending EHP Review
	Subtotal		1,751,978	134,822	1,580,433	
	Total		7,160,114	269,325	5,919,793	

Grants Revenue & Expenditures

Adopted vs YTD Revenue and Expenditures as of June 30, 2025

Grant Name	Rev Budget	Actual Rev	YTD Rev Total	Variance %	Exp Budget	Actual Exp	YTD Exp Total	Variance %
SVBGSA GRANT	1,890,000	396,548	1,293,055	68.4%	1,604,000	36,254	979,060	61.0%
Carmel River Flood Study	230,000			0.0%	230,000	35,000	90,123	39.2%
San Antonio Dam-\$16.1M	1,717,500	81,977	191,024	11.1%	1,650,000	75,340	121,964	7.4%
Nacimiento Dam -\$6M	2,961,400		278,278	9.4%	2,520,000	61,946	968,313	38.4%
IRWM	280,000	61,331	296,028	105.7%	280,000	41,509	246,103	87.9%
2019 Section 6 HCP	0		312,898	0.0%	0			0.0%
2021 Section 6 HCP	501,000	46,621	281,633	56.2%	441,000	27,543	273,007	61.9%
FIRO Grant	230,000			0.0%	170,000			0.0%
Weather Modification	170,000			0.0%	160,000			0.0%
Flood inundation mapping	180,000			0.0%	275,000		20,000	7.3%
PROP 1 Well Destruction	810,000		337,840	41.7%	750,000		236,706	31.6%
Federal Aid (FEMA,EPA CSIP, etc)	900,000			0.0%	900,000	5,046	31,720	3.5%
Interlake Tunnel	0			0.0%	0	668	233,044	0.0%
CITY OF SALINAS (ERF)	0		8,281	0.0%	0		(177)	0.0%
NFWF Grant	0		22,730	0.0%	0			0.0%
Pajaro Coastal Watershed & Subventions	0		484,000	0.0%	0			0.0%
Total	9,869,900	586,477	3,505,767	35.5%	8,980,000	283,306	3,199,863	35.6%

FY 2024-25 WRA Fund Balances

For Month Ending: June 30, 2025

% Monthly Time Elapsed: 100.00%

			FY2024-25 BUDGET				YEAR-TO-DATE Actual					
Fund	Unit	Fund Name	Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration	4,241,073	6,962,120	5,286,612	2,565,565	4,720,679	67.8%	5,160,637	97.6%	4,681,031	111
112	8484	Pajaro Levee	963,440	1,045,000	1,040,356	958,796	816,262	78.1%	1,157,021	111.2%	1,304,199	112
116	8485	Dam Operations	1,700,407	15,877,607	12,984,201	(1,192,999)	8,838,720	55.7%	8,396,243	64.7%	1,257,930	116
121	8486	Soledad Storm Drain	303,708	129,292	108,542	282,958	41,224	31.9%	96,215	88.6%	358,699	121
122	8487	Reclamation Ditch	1,301,112	1,968,504	2,040,285	1,372,893	1,942,939	98.7%	1,439,067	70.5%	797,240	122
124	8488	San Lorenzo Creek	36,598	254,482	246,811	28,927	36,159	14.2%	37,943	15.4%	38,382	124
127	8489	Moro Cojo Slough	411,271	582,491	322,261	151,041	210,560	36.1%	107,250	33.3%	307,960	127
130	8490	Hydro-Electric Ops	2,077,882	1,104,323	1,177,727	2,151,286	966,623	87.5%	1,280,461	108.7%	2,391,720	130
131	8491	CSIP Operations	2,439,324	7,133,033	6,163,072	1,469,363	5,843,743	81.9%	4,798,273	77.9%	1,393,854	131
132	8492	SVRP Operations	2,655,387	6,187,071	5,726,571	2,194,887	6,147,430	99.4%	5,529,780	96.6%	2,037,737	132
134	8493	SRDF Operations	2,669,678	3,717,282	3,595,965	2,548,361	3,499,029	94.1%	2,124,790	59.1%	1,295,439	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	1,535,726	92.1%	1,535,726	92.1%	770,672	303
313	8494	Debt Services	1,036,746	1,756,213	1,756,213	1,036,746	1,756,213	100.0%	1,756,213	100.0%	1,036,746	313
426	8495	Interlake Tunnel	209,431	374,377	38,234	(126,712)	308,733	82.5%	22,079	57.7%	(77,223)	426
TOTAL:			20,816,729	48,759,795	42,154,850	14,211,784	36,664,040	75.2%	33,441,697	79.3%	17,594,386	





TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
FY 2024-25 Financial Status Report
through Period 12 - June 30, 2025.







County of Monterey

Item No.3

Board Report

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

Legistar File Number: WRAFIN 25-059

August 01, 2025

Introduced: 7/25/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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

RECOMMENDATION:

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

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

SUMMARY/DISCUSSION:

On August 3, 2023, the Monterey County Water Resources Agency (Agency) entered into an Agreement with Fieldman, Rolapp and Associates, Inc. to provide financial management services including development and maintenance of a Long Range Financial Plan Model and identification of potential funding strategies to support development of the Agency's Dam Safety & Operations Financial Strategy. Fieldman has presented the Long Range Financial Plan Model and potential funding strategies

Amendment No. 1 seeks to expand Fieldman's Scope of Services to complete Phase I of the original Agreement, maintaining the Long Range Financial Plan Model and supporting development of a long-range financial plan, and to implement Phase II, Analysis of Funding Options and Implementing the Funding Strategy.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Funds for this Amendment are budgeted in Fund 111 - Administration, in the adopted FY2025-2026 Budget. Other Funds may also be identified in future fiscal years.

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 1
3. Revised Scope of Services



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
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SUMMARY/DISCUSSION:

On August 3, 2023, the Monterey County Water Resources Agency (Agency) entered into an Agreement with Fieldman, Rolapp and Associates, Inc. to provide financial management services including development and maintenance of a Long Range Financial Plan Model and identification of potential funding strategies to support development of the Agency's Dam Safety & Operations Financial Strategy. Fieldman has presented the Long Range Financial Plan Model and potential funding strategies

Amendment No. 1 seeks to expand Fieldman's Scope of Services to complete Phase I of the original Agreement, maintaining the Long Range Financial Plan Model and supporting development of a long-range financial plan, and to implement Phase II, Analysis of Funding Options and Implementing the Funding Strategy.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Funds for this Amendment are budgeted in Fund 111 - Administration, in the adopted FY2025-2026 Budget. Other Funds may also be identified in future fiscal years.

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 1
3. Revised Scope of Services

**MONTEREY COUNTY WATER RESOURCES AGENCY
AND FIELDMAN, ROLAPP AND ASSOCIATES, INC.
AGREEMENT FOR SERVICES**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Fieldman, Rolapp & Associates, 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:

Creating a 10-year financial forecasting model and financial plan.
 - (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 3, 2023 by CONTRACTOR and Agency, and will terminate on August 3, 2028, unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is ninety thousand dollars _____,

(\$ 90,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us and to the Contract Administrator listed in Section 26.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.
15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

CONTRACTOR's designated principal responsible for administering
CONTRACTOR's work under this Agreement shall be
Robert A. Porr, Executive Vice President

Agency’s designated administrator of this Agreement shall be
Ara Azhedrian, General Manager

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: Ara Azhedrian, GM	Name: Robert A. Porr, EVP
Address: 1441 Schilling Place - North	Address: 19900 MacArthur Irvine, CA 92612
Telephone: 831.755.4860	Telephone: 949.660.7323
Fax: 831.424.7935	Fax:
E-Mail: AzhedrianA@co.monterey.ca.us	E-Mail: rporr@fieldman.com

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

**MONTEREY COUNTY WATER RESOURCES AGENCY
AND FIELDMAN, ROLAPP & ASSOCIATES, 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

Date: 8/17/2023 | 8:34 AM PDT

CONTRACTOR:

BY: 

Type Name: Robert A. Porr

Title: Executive Vice President

Date: August 2, 2023

BY: 

Type Name: Lora A Nichols

Title: Vice President

Date: August 2, 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.


(_____)
Agreement/Amendment No # (_____)

Approved as to form ¹:

Approved as to fiscal provisions:

DocuSigned by:


22D690CA05A940B...
Assistant County Counsel

DocuSigned by:

A59152F49ADC476...
Administrative Analyst

Dated: 8/16/2023 | 8:19 AM PDT

Dated: 8/16/2023 | 1:36 PM PDT

County Counsel – Risk Manager:

DocuSigned by:

E79EF64E57454E6...

Auditor-Controller ²:

Dated: _____

Dated: 8/16/2023 | 1:20 PM PDT

¹ Approval by County Counsel is required, and/or when legal services are rendered
² Approval by Auditor-Controller is required

EXHIBIT A - SCOPE OF WORK

Scope of Services

A. Phase I – Development of Financial Model and Funding Strategy. Completion within 6 months of contract execution.

Financial Review

- a. Review and analysis of historical financial results;
- b. Review of the current year adopted budget (capital and operations) and amendments, if any;
- c. Review of the Agency's CIP;
- d. Review of fund balances and investments along with expected expenses to determine liquidity levels and amounts available to meet capital expenditures, if any;
- e. Review the Agency's reserve and debt management policies;
- f. Developing a debt capacity analysis; and
- g. Evaluating opportunities to refinance outstanding debt.
- h. Other tasks as directed by the Agency.

Financial Model and Long-Range Financial Plan

- (i) Create a financial model that will be an aggregation of the revenues, operational expenses, and capital expenditures of the Agency and its funds to produce a customary revenue-supported cash flow with key credit criteria, such as days cash and debt service coverage as outputs. The model permits us to advise the Agency in connection with (a) revenue requirements, (b) potential sources of capital funding, (c) possible credit rating outcomes, and (d) timing for the execution of debt. The financial model will meet the requirements of WIFIA and credit rating agencies.
- (ii) Incorporate debt structures into the financial model, including but not limited to traditional municipal securities, loans through the California State Water Resources Control Board, loans through the Water Infrastructure and Finance Innovation Act ("WIFIA") program and cash from reserves or from future cash flow. Our analysis will examine the benefits and drawbacks of each of the municipal securities.
- (iii) Develop an overview of a financial plan that will provide approximate timing and amounts to be borrowed and identify the securities to be used to generate proceeds for the CIP.
- (iv) Create, or revise as necessary, debt management and reserve policies that provide a practical approach to supporting the implementation of the long-range financial plan.
- (v) Working with the Agency's legal team to develop financial covenants which will be intended to optimize the Agency's credit rating, if possible.
- (vi) If directed by the Agency, draft a long-range financial plan ("LRFP") document in addition to the financial model, that accurately reflects the LRFP.
- (vii) Recommend a specific course of action to secure the funding of the CIP.
- (viii) Other tasks as directed by the Agency.

EXHIBIT B - FEE SCHEDULE

The table below shows our current hourly rates.

Personnel	Hourly Rate
Executive Officer	\$395.00
Principal	\$385.00
Executive / Senior Vice President	\$375.00
Vice President	\$320.00
Assistant Vice President	\$295.00
Senior Associate	\$265.00
Associate	\$235.00
Analyst	\$130.00
Administrative Assistant	\$95.00

Expenses

Expenses will be billed separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference calls, and computer charges. Advances made on behalf of the District for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the District upon prior authorization. For Robert and Lora to attend a meeting at the Agency's offices in Monterey we estimate the cost to the Agency would be approximately \$6,500, which includes airfare, meals and travel time.

Costs Sheets and Rates

Please refer to the cost sheet below for our estimate of fees and expenses in connection with the creation of a financial model and plan. If directed by Staff, Consultant will incorporate the LRFP and financial model into a separate detailed document. Our fees and expenses will be invoiced monthly, but they are not contingent.

Our travel expenses are estimated at \$6,420, based on Robert and Lora attending a single meeting in Monterey. Expenses include airfare (assuming ticket prices of \$700 per passenger), transportation to and from airports, travel time for each passenger and meals. We will work with Agency Staff to do our best to minimize travel and travel-related expenses.

Financial Model and Plan						
SERVICES	PORR EXECUTIVE VP	NICHOLS VICE PRESIDENT	REDMON ASSISTANT VP	MARC INTERN/ANALYST	BENNETT ADMIN. ASSISTANT	TOTAL
Hourly Rate	\$375	\$320	\$295	\$130	\$95	
Financial Review - Review overall financial status of the Agency; review budgets, audits and Strategic Plan and other relevant planning documents	10	10	0	12	1	33
Finance Plan - provide financing options by conducting studies and analyses determining the appropriate and cost-effective financing methods, terms, security, and repayment structures relative to the Agency's current finances	4	8	0	16	1	29
Finance Plan - provide debt affordability/capacity analysis in relation to existing debt. Evaluate the feasibility of utilizing existing revenue sources and the need for additional revenue sources	4	8	0	8	1	21
Finance Plan - develop a pro-forma financial model and prepare a capital financing plan for the Agency's 10-year Water System CIP	12	84	0	62	1	159
Quality control review	6	4	6	3	1	20
Recommendation - advice on the amount, type of financing vehicle, maturity structure and market timing of the transaction, as well as the credit structure, call provisions, and repayment terms to obtain the lowest practical interest cost	4	8	0	8	0	20
Recommendation - develop a funding strategy in the form of a memo and PowerPoint presentation	4	5	0	5	4	18
Prepare for and attendance at meetings as requested, including Finance and Board Agency meetings (will vary depending upon scope, nature of matter). Excludes travel time.	8	8	0	4	4	24
Memo Highlighting Funding Strategy	4	2		1	3	10
Total Hours	56	137	6	119	16	324
TOTAL ESTIMATED HOURLY COST	\$21,000	\$43,840	\$1,770	\$15,470	\$1,496	\$83,576
Travel, if required, estimated per trip						\$6,420
TOTAL ESTIMATED COSTS INCLUDING 1 TRIP						\$89,996

EXHIBIT C

DELIVERABLES

Required Document Formats

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

Long-Range Financial Model in excel

Memorandum highlighting funding strategy

**AMENDMENT NO. 1
TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
FIELDMAN, ROLAPP & 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 Fieldman, Rolapp & 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 August 3, 2023 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to extend the term of the Agreement from August 3, 2028, to December 31, 2028.

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$75,000.00, for a total contract amount not to exceed \$165,000.00 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 August 3, 2023, by CONTRACTOR and Agency, and will terminate on December 31, 2028, 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 **One Hundred and Sixty-Five Thousand Dollars (\$165,000)**.

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: FIELDMAN, ROLAPP
& ASSOCIATES, INC.**

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.

Amendment No. 1 Fieldman, Rolapp & Assoc.

EXHIBIT A – Scope of Services

Monterey County Water Resources Agency - Scope of Services

A. Phase I – Development of Financial Model and Funding Strategy

Financial Review

- (i) Review and update analysis of historical financial results;
- (ii) Review of the current year adopted budget (capital and operations) and amendments, if any;
- (iii) Review of the Agency’s CIP;
- (iv) Review of fund balances and investments along with expected expenses to determine liquidity levels and amounts available to meet capital expenditures, if any;
- (v) Review the Agency’s reserve and debt management policies;
- (vi) Developing a debt capacity analysis; and
- (vii) Evaluating opportunities to refinance outstanding debt.
- (viii) Other tasks as directed by the Agency.

Financial Model and Long-Range Financial Plan

- (i) Update the financial model that reflects an aggregation of the revenues, operational expenses, and capital expenditures of the Agency and its funds to produce a customary revenue-supported cash flow with key credit criteria, such as days cash and debt service coverage as outputs. The model permits us to advise the Agency in connection with (a) revenue requirements, (b) potential sources of capital funding, (c) possible credit rating outcomes, and (d) timing for the execution of debt. The financial model will meet the requirements of WIFIA and credit rating agencies.
- (ii) Review the debt structures incorporated into the financial model, including but not limited to traditional municipal securities, loans through the California State Water Resources Control Board, loans through the Water Infrastructure and Finance Innovation Act (“WIFIA”) program and cash from reserves or from future cash flow. Our analysis will examine the benefits and drawbacks of each of the municipal securities.
- (iii) Develop an overview of a financial plan that will provide approximate timing and amounts to be borrowed and identify the securities to be used to generate proceeds for the CIP.
- (iv) Create, or revise as necessary, debt management and reserve policies that provide a practical approach to supporting the implementation of the long-range financial plan.
- (v) If directed by the Agency, draft a long-range financial plan (“LRFP”) document in addition to the financial model, that accurately reflects the LRFP.
- (vi) Recommend a specific course of action to secure the funding of the CIP.
- (vii) Other tasks as directed by the Agency.

B. Phase II – Analysis of Funding Options

- (i) Work with the Agency’s legal team to develop financial covenants which will be intended to optimize the Agency’s credit rating, if possible.
- (ii) Work with the Agency’s legal team to develop a revenue pledge for a proposed issuance of debt.
- (iii) Obtain indicative credit ratings for multiple funding options.
- (iv) Assist with outreach committees or discussion pertaining to public sentiment for implementation of new taxes and assessments.
- (v) Attend any committee or board meetings, as requested.

C. Phase IIIA – Implementing the Funding Strategy -WIFIA Loan

- (i) Prepare and file with US Environmental Protection Agency, or Army Corps of Engineers letter of interest / application.
- (ii) If selected for WIFIA Funding prepare and apply with the appropriate federal agency the necessary documentation.
- (iii) Obtain a credit rating for the WIFIA Loan.
- (iv) Lead the finance team in negotiating terms and conditions of a WIFIA Loan, including due diligence correspondence.
- (v) Compute Sizing and Design Structure of the WIFIA Loan.
- (vi) Provide Pre-Closing and Closing Assistance.
- (vii) Calculate Additional Debt Test Compliance.
- (viii) Price and close the WIFIA Loan.

Phase IIIB – Implementing the Funding Strategy - SRF Funding

- (ix) Prepare and file with the State Water Resources Control Board (“SWRCB”) an application for a State Revolving Fund Loan (“SRF Loan”).
- (x) If selected for SRF funding prepare the required credit package for SWRCB’s analysis and credit approval.
- (xi) Lead the finance team in negotiating terms and conditions of the SRF Loan.
- (xii) Provide Pre-Closing and Closing Assistance.
- (xiii) Calculate Additional Debt Test Compliance.
- (xiv) Close the SRF Loan.

Phase IIIC – Implementing the Funding Strategy – Tax-Exempt Bonds

- (i) Develop the Financing Schedule.
- (ii) Monitor the Transaction Process.
- (iii) Review the Official Statement, both preliminary and final.
- (iv) Procure and Coordinate Additional Service Providers.

- (v) Provide Financial Advice to the Agency Related to Financing Documents.
- (vi) Compute Sizing and Design Structure of the Debt Issue.
- (vii) Plan and Schedule Rating Agency Presentation.
- (viii) Conduct Credit Enhancement Procurement and Evaluation.
- (ix) Conduct Market Analysis and Evaluate Timing of Market Entry.
- (x) Recommend Award of Debt Issuance and Assist with Pricing Discussions.
- (xi) Provide Pre-Closing and Closing Assistance.
- (xii) Calculate Additional Debt Test Compliance.



County of Monterey

Item No.4

Board Report

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

Legistar File Number: WRAFIN 25-060

August 01, 2025

Introduced: 7/25/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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

RECOMMENDATION:

It is recommended the Finance Committee recommend that the Board of Directors:

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

SUMMARY/DISCUSSION:

The purpose of Amendment No. 3 to the Professional Services Agreement between Monterey County Water Resources Agency (MCWRA) GEI Consultants, Inc. (GEI), is to allow GEI to design a wall to protect the exposed portion of the Nacimiento Dam penstock. The exposed penstock is located between the low-level outlet works and the hydroelectric plant building at Nacimiento Dam, below a hillside that has experienced landslides. The Agency has been encouraged by independent consultants, the Federal Energy Regulatory Commission (FERC), and the CA Division of Safety of Dams (DSOD) to protect the exposed from damage due to inundation from potential landslides in the future.

On May 31, 2023, the MCWRA entered into Funding Agreement No. 4600015276 with the State of California Department of Water Resources (DWR) to assist in financing the Nacimiento Reservoir and Dam Maintenance projects. The design and construction of the penstock protective wall is an authorized project under this funding agreement with DWR.

Amendment No. 3 to the Professional Services Agreement with GEI will increase the value of the contract by \$249,676 to a new Not to Exceed amount of \$249,676 and extend the term of the contract to December 31, 2027. This will allow GEI to complete the design of the penstock protective wall and provide engineering services and support to the Agency through the term of Agreement No. 4600015276 with DWR which terminates December 31, 2027. Cost of design and construction are reimbursable under the agreement with DWR. Construction must be completed by November 30, 2027.

OTHER AGENCY INVOLVEMENT:

CA Department of Water Resources-Grant Administrator

Federal Energy Regulatory Commission (FERC)-Project Approval CA Division of Safety of Dams (DSOD)-Project Approval

FINANCING:

The FY2025-26 Adopted Budget of Fund 116 includes funding for this agreement, which is reimbursable through the Nacimiento Maintenance Project Grant (Agreement No. 4600015276). The total amount needed for the agreement in FY2025-26 is estimated at \$249,676 and Fund 116 has sufficient appropriations to pay for the agreement.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 788-3454

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

Attachments:

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



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAFIN 25-060

August 01, 2025

Introduced: 7/25/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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RECOMMENDATION:

It is recommended the Finance Committee recommend that the Board of Directors:

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SUMMARY/DISCUSSION:

The purpose of Amendment No. 3 to the Professional Services Agreement between Monterey County Water Resources Agency (MCWRA) GEI Consultants, Inc. (GEI), is to allow GEI to design a wall to protect the exposed portion of the Nacimiento Dam penstock. The exposed penstock is located between the low-level outlet works and the hydroelectric plant building at Nacimiento Dam, below a hillside that has experienced landslides. The Agency has been encouraged by independent consultants, the Federal Energy Regulatory Commission (FERC), and the CA Division of Safety of Dams (DSOD) to protect the exposed from damage due to inundation from potential landslides in the future.

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Amendment No. 3 to the Professional Services Agreement with GEI will increase the value of the contract by \$249,676 to a new Not to Exceed amount of \$249,676 and extend the term of the contract to December 31, 2027. This will allow GEI to complete the design of the penstock protective wall and provide engineering services and support to the Agency through the term of Agreement No. 4600015276 with DWR which terminates December 31, 2027. Cost of design and construction are reimbursable under the agreement with DWR. Construction must be completed by November 30, 2027.

OTHER AGENCY INVOLVEMENT:

CA Department of Water Resources-Grant Administrator

Federal Energy Regulatory Commission (FERC)-Project Approval CA Division of Safety of Dams (DSOD)-Project Approval

FINANCING:

The FY2025-26 Adopted Budget of Fund 116 includes funding for this agreement, which is reimbursable through the Nacimiento Maintenance Project Grant (Agreement No. 4600015276). The total amount needed for the agreement in FY2025-26 is estimated at \$249,676 and Fund 116 has sufficient appropriations to pay for the agreement.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 788-3454

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

Attachments:

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

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

THIS AMENDMENT NO. 3 is made to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and GEI Consultants, 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 June 22, 2022, (hereinafter, “Agreement”); and

WHEREAS, on August 8, 2022, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$89,940 for a total contract amount of \$227,620; and

WHEREAS, on August 2, 2023, the Parties entered into Amendment No. 2 to the Agreement, thereby extending the term of the Agreement to June 30, 2026; 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 Exhibits E in conformity with the terms of this Agreement.

- (a) The work to be performed is generally described as follows:

Engineering services for Nacimiento Dam including design of a penstock protection wall.

- (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. Section 2, Term of Agreement. The term of this agreement shall begin on June 22, 2022, by CONTRACTOR and Agency, and will terminate on December 31, 2027, unless earlier terminated as provided herein.
3. Amend **Section 3**, “Payments to CONTRACTOR; maximum liability”, amended to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the payment provisions and labor rates set forth in Exhibit F. The maximum amount payable to the contractor under this contract is **Four Hundred Seventy-Seven Thousand Two Hundred Ninety-Six dollars (\$477,296)**.

Original Agreement	\$ 137,680
Amendment No. 1	\$ 89,940
<u>Amendment No. 2</u>	<u>\$ 249,676</u>
Not to exceed total:	\$ 477,296

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT dated June 22, 2022.

This space left blank intentionally

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

MONTEREY COUNTY WATER
RESOURCES AGENCY

CONTRACTOR

General Manager

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

Dated:

Printed Name and Title

Approved as to Fiscal Provisions:

Dated:

Deputy Auditor/Controller

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

Dated:

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:

Chief Assistant County Counsel

Dated:

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

Exhibit E

Scope of Work



June 18, 2025

foxworthymel@co.monterey.ca.us

Consulting
Engineers and
Scientists

Mark Foxworthy, P.E.
Chief Dam Safety Engineer
Monterey County Water Resource Agency
1441 Schilling Place
Salinas, CA 93901

**Subject: Proposal for Design of Penstock Protection at Nacimiento Dam Powerhouse
San Luis Obispo County, California**

Dear Mr. Foxworthy:

GEI Consultants, Inc. (GEI) is submitting this proposal and cost estimate to Monterey County Water Resources Agency (MCWRA) for design services to protect the exposed penstock conduit at the Nacimiento Dam Powerhouse from soil and rockfall debris generated from the adjacent slope. This proposal is based on the scope of work discussed during the conference call between GEI, MCWRA, and MCWRA consultant Mr. John Hollenbeck on May 28, 2025, on historical data provided to date by MCWRA.

PROJECT BACKGROUND AND UNDERSTANDING

In March 1995 after a high rainfall period, a slope failure occurred above the Nacimiento Powerhouse, depositing debris along the south side of the Powerhouse and 66-inch diameter penstock located on the west side of the Powerhouse. The event triggered an evaluation of the slope above the Powerhouse, which was performed by Rust Environment and Infrastructure (Rust; 1995) later that year.

The characterization of the site was documented in two reports by Rust (1995); one report concentrated on the slope directly above the Powerhouse and the other focused on the higher part of the slope along Lake Nacimiento Drive. Maintaining road access for public access and dam safety along Lake Nacimiento Drive is an important responsibility of MCWRA. The 1995 investigations were relatively comprehensive and included geologic mapping, geotechnical borings, and test pits. Rust's recommendations for stabilizing the slope and roadway were extensive and included an alternative for relocating Lake Nacimiento Drive about 10 to 15 feet into the hillside (south). Realigning the roadway would be a costly and time-consuming endeavor that warrants consideration of all feasible alternatives.

The 2014 6th FERC Part 12D Report recommended "the geology and drainage condition above the Powerhouse should be reviewed. The landslide and debris flow hazard to the Powerhouse should be addressed to assure long-term safety and operation of the Powerhouse."

The 2019 7th FERC Part 12D Potential Failure Mode Analysis (PFMA) identified Potential Failure Mode (PFM) O-1: "A slope failure causes damage to or inoperability of the exposed Low-Level conduit or Low-Level Outlet valves. (This is operational because the failure mode can be initiated independent of the reservoir level or flood event)." PFM O-1 is a Category II (Credible, Moderately Likely) PFM.

In response to the 2014 and 2019 6th and 7th FERC Part 12D recommendations, GEI personnel performed and documented a geologic evaluation of the slopes above the Nacimiento Powerhouse in a draft report in November 2019. The report concluded that the condition of the slopes above the Powerhouse do not differ significantly from those described by RUST in 1995 and recommended various slope hazard mitigation measures and slope drainage system improvements.

In February 2023, GEI personnel conducted a site reconnaissance along the downstream right abutment slopes as part of an emergency response and assessment following significant storm events in January 2023. As a follow-up to the 2023 storm damage, in 2024, GEI re-evaluated slopes above the powerhouse, in addition to other impacted areas, to update and expand the 2019 focus study. GEI's recommendations were largely unchanged from the 2019 evaluation.

In 2024, GEI designed emergency roadway stabilization plans for the storm damaged sites along the access road above the powerhouse. As part of these planned repairs, the roadway fill above the powerhouse will be retained with a Hilfiker wall. These emergency repairs were limited to restoring the roadway to a pre-damage state, and do not address the vulnerability of the penstock and conduits to potential debris material upslope and downslope of the roadway. Therefore, MCWRA has requested GEI evaluate and design a mitigation method to protect the penstock from upslope debris.

SCOPE OF SERVICES

As noted above, the penstock remains unprotected from the slope above the powerhouse. The exposed area of the penstock also serves as the drainage route for the upslope area that drains through a half round surface drain that extends up the dam to the west. GEI will develop and evaluate alternatives based on the previous slope evaluations in addition to a detailed site reconnaissance and survey of the toe of the slope adjacent to the penstock. Alternatives will be reviewed with MCWRA for selection of the preferred option. Once the preferred option is selected, GEI will develop plans, specifications, and an opinion of probable construction cost (OPCC) for construction.

Based on our understanding of the project, we proposed the following scope of services:

Task 1 – Project Management

GEI Project Management will include general oversight of project details during the Work, as well as general project management, administration, and QA/QC by GEI's Project Manager and Lead Design Engineer. GEI PM services also include progress meetings during the contract period, including the GEI PM and/or Lead Design Engineer and up to two members of the GEI Design Team, as needed. An agenda and meeting minutes/notes will be prepared for each meeting.

Task 1 Deliverables:

- Agenda and Meeting minutes.

Task 1 Assumptions:

- Labor hours, grades, and task distributions are for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered and approved by MCWRA.
- GEI anticipates up to five (5) two-hour progress meetings with MCWRA during the performance of the work, with up to three (3) GEI Design and PM participants. Includes one (1) hour for preparation and minutes/action items for each meeting.

Task 2 – Review Existing Documentation, Field Reconnaissance and Survey

Prior to performing field reconnaissance GEI will review existing documentation of the penstock and powerhouse construction, and the site geology. In addition to the two 1995 Rust reports cited in the scope of work; other data includes, but may not be limited to:

- Data and documentation from the 2019 and 2024 geologic evaluations of slopes above the Powerhouse performed by GEI.
- Data and documentation from 2023 emergency response efforts.
- Available as-built penstock and powerhouse documents provided by MCWRA.
- Geotechnical investigations related to the powerhouse and penstock to develop geotechnical design parameters.
- Available hydrologic and hydraulic studies and reports regarding the drainage areas and features upstream of the powerhouse facility.

A thorough review of this data will better inform our design effort and form the basis of our survey requirements for design.

GEI will perform a field reconnaissance of the penstock area including penstock walls, conduits, drainage, and slopes above. GEI will retain aerial drone and conventional survey services to survey the penstock and surrounding area. The aerial topographic survey will be performed over the greater area, focusing on the slopes that would generate debris and/or contribute significant drainage. The conventional survey will focus on the south face/walls of the powerhouse and penstock, and the penstock floor. A primary goal will be to confirm as-built conditions for tie-ins with existing structures and adjacent topography.

GEI will meet with MCWRA engineers and Facility staff to discuss design priorities and limitations (including drainage improvements to the half round). GEI will develop up to three mitigation options to protect the penstock and exposed conduit from rock and soil debris and maintain site drainage. Surveys will be combined to develop a base map for alternatives development. Each alternative will include schematic plan and profiles, and engineers' opinion of probable construction cost (OPCC) consistent with AACE Class 5 guidelines. Alternatives will be analyzed and compared in a high-level grading rubric, which will include construction costs, operation and maintenance requirements/considerations, design life, risks, constructability considerations, environmental permitting considerations and other pertinent topics to help facilitate discussions with MCWRA staff.

GEI will meet with MCWRA to review the alternatives, answer any questions, and select an MCWRA preferred alternative for final design. GEI will prepare a brief Alternatives Evaluation memorandum describing the alternatives, rubric grading process and findings and selection of the preferred alternative for final design. A draft memorandum will be submitted to MCWRA for review, with finalization of the memorandum based on incorporation of MCWRA comments.

Task 2 Deliverables:

- Aerial and conventional survey data provided by subconsultants will be digitally provided to MCWRA for their records.
- Up to three (3) 11x17 sheets that include concept level plan, profiles, and cost estimates for each alternative (one sheet per alternative).

- Draft grading rubric for the alternative review meeting.
- Draft and final Alternatives Evaluation memorandum.

Task 2 Assumptions:

- MCWRA will provide timely access to all historical documents related to the Work and as necessary for project understanding and design concept development. Documents/reports/records including the five (5) reports already discussed, are anticipated to require a total staff review time of up to thirty (30) hours.
- GEI and MCWRA will discuss the benefits and purpose of a site reconnaissance/site visit before scheduling and performing. One 8-hour trip plus travel time for up to two (2) GEI staff with a site visit report and photographs, as needed, is included in our budget estimate.
- Field reconnaissance and conventional survey will be limited to slopes/areas that are safely accessible on foot and are not heavily vegetated.
- We have assumed up to five (5) 2-hr meetings with up to three (3) GEI staff as noted under Task 1, Project Management.
- One consolidated round of comments from MCWRA and responses from GEI to finalize the draft memorandum.

Task 3 – Penstock Protection Design Services

Once the preferred mitigation option has been selected, GEI will perform engineering analyses, as needed, to design the new improvements and prepare design plans and technical specifications for the work, using the surveys as a base for the plan set. GEI will submit 50%, 90%, and 100% plans for MCWRA review. Final construction documents are included in Task 4. GEI will also prepare a brief Design Documentation Memorandum (DDM) describing design criteria for the selected design and description of design features and details incorporated into the project to meet design criteria. Calculation packages, where appropriate, will be incorporated as attachments to the DDM.

Task 3 Deliverables:

- 50%, 90% and 100% Plans.
- 90% and 100% OPCC's.
- 50% and 100% Design Documentation Memorandum

Task 3 Assumptions:

- Review for each deliverable will consist of one round and comments. Comments will be provided to GEI in a single document, with agreed upon responses by GEI incorporated into the subsequent submittal package.
- Plan set will consist of 6 sheets: Cover Page, General Notes, Existing Site Plan, Improvement Plan & Profile, Details, and Drainage and Erosion Control Plan.
- Abbreviated technical specifications will be included on the General Notes page. Separate specification documents, if needed, are not included in our budget estimate.
- MCWRA will prepare the front end (Division 0 and 1) specifications and assemble the bid package.

- MCWA will provide GEI an electronic copy of the front end specifications for cross-reference to the technical specifications.
- MCWRA will perform all permitting for improvements, including any environmental and/or FERC review/permitting. GEI has not accounted for effort related to FERC response to comments and/or edits.
- A draft DDM will be submitted with the 50 percent design package. The DDM will be finalized at 100 percent design based on incorporation of comments from MCWRA as the design progresses from 50 to 100 percent design

Task 4 – Bid Document Preparation and Bid Support

GEI Task 4 includes completing development of Issued for Bid (IFB) drawings and specifications for the construction contract, assisting with advertising and bidding the project, and assisting with development and issuance of the Notice of Award and Notice to Proceed. Tasks include:

1. Assist with technical specification edits to MCWRA Notice to Bidders and Special Provisions Specifications
2. Coordinate advertisement and plan room posting
3. Distribute digital copies of specs/plans to bidders & maintain plan holder list
4. Track and respond to pre-bid RFIs
5. Revise specifications and drawings per RFIs
6. Prepare and distribute addenda
7. Prepare for and attend pre-bid conference and site visit
8. Prepare for and attend bid opening
9. Prepare bid summary and abstract
10. Review two lowest bids and complete required document checklist
11. Check bidder references
12. Prepare bid review memo and recommendation of award
13. Prepare Notice of Award (NOA)
14. Review NOA documents
15. Prepare Notice to Proceed

Task 4 Deliverables:

- IFB drawings and specifications
- RFI addenda
- Bid review memo
- NOA
- Notice to proceed

Task 4 Assumptions:

- Assumes project will be advertised for bid for a duration of two weeks via two advertisements published in a single local newspaper, one advertisement in consecutive weeks for two weeks.
- Assumes bid documents will be distributed only in an electronic format (no printed/hard copies).

- Expenses include travel costs related to attendance at pre-bid conference/site visit and bid opening from Oakland or Sacramento offices of GEI Consultants, Inc. and two bid advertisements in a single local newspaper.
- Assumes up to two addenda will be prepared and issued.
- Assumes MCWRA will provide legal counsel to review bid, recommendation of award, Notice of Award and related documents, and Notice to Proceed, as needed.
- Assumes MCWRA will provide expertise to review and accept insurance provided by selected contractor.

Task 5 – Engineering Services During Construction

GEI's Engineering Services During Construction scope includes the following field and home office services:

1. Document Review/Response – The Design team will support the CM in reviewing and responding to:
 - Contractor submittals with substantial engineering content, including contractor work plans.
 - Contractor RFI's that involve engineering review.
 - Contractor correspondence requiring engineer/design participation.
2. Design Engineer Field Visits – Up to two visits to the site by design personnel will be conducted for the following purposes:
 - Observe the work to help verify that design assumptions and principles are consistent with site conditions observed during construction.
 - Assist project field personnel in adapting project designs to actual site conditions as they are revealed during construction.
 - Observe and evaluate engineering issues that were not foreseen or not fully assessed in the original design and develop and implement appropriate actions.
 - Perform design evaluations and prepare design modifications to conform design to conditions exposed during construction operations.
3. Other Engineering Services – Other engineering services to be provided during construction will include:
 - Preparation of Engineer's Daily Report for each day of site visits.
 - Preparation of Record Drawings based on redline markups provided by the Contractor and the CM

Task 5 Deliverables:

- Engineer's Daily Reports
- As-built Record Drawings

Task 5 Assumptions:

- Scope of Engineering Services During Construction (ESDC) is currently unknown but requested as possible service by MCWRA. Estimated costs are included and services will be performed only as approved by MCWRA.
- Assumes up to eight (8) total RFI and/or submittal reviews and 1 design change during construction. New drawings are not included in the design change.
- Assumes one Engineer's Daily Report per site visit.
- Expenses include travel from Oakland or Sacramento offices of GEI Consultants, Inc., lodging, and meals.
- ESDC shifts are assumed to be for up to two site visits total, M-F, 8 hours per day plus travel time and costs.
- Does not include CM services during construction – to be performed by others.

ESTIMATED SCHEDULE

Estimated Schedule

Following approval of this proposal by MCWRA, GEI is prepared to begin Tasks 1 and 2 immediately upon receipt of a Notice-to-Proceed.

Task 1 will be an ongoing oversight task, while we anticipate the Task 2 background review and field efforts can be completed within 8 to 12 weeks of Notice-to-Proceed, pending timely receipt of all available documentation.

Following review of the available documentation and receipt of the survey data, GEI will meet with MCWRA to discuss our findings and provide a conceptual design alternatives for consideration, selection, and approval to proceed. We anticipate Task 2 alternatives development would be completed 4 to 6 weeks following receipt of the survey data.

After approval to proceed with a selected concept, the 50% design phase is anticipated to be completed within 8 weeks. The 90% and 100% design phases are anticipated to be completed within 4 to 6 weeks each. An MCWRA review period of 2 to 4 weeks is anticipated between each phase, depending on workload.

The 90% and 100% Opinion of Probable Construction Cost estimates are anticipated to be completed within 4 weeks each of completion of the 90% and 100% designs, respectively.

Bid document preparation and bid support are anticipated to be completed within 8 weeks from completion of the 100% design, and project Award and Notice to Proceed support within 8 weeks from receipt of bids.

Based on these estimates, the total time for completion of 100% Design is anticipated to be up to 72 weeks from NTP.

Assuming a four (4) month construction period, including mobilization, submittals, procurement, and project closeout, Engineering Services During Construction is anticipated to be completed within 16 weeks from Construction Contract NTP.

The estimated project schedule in Table 1 below is based on receipt of a Notice to Proceed from MCWRA by June 30, 2025.

Table 1 – Estimated Project Schedule

Task 2 – Document Review, Field Reconnaissance & Survey		Task 3 – Design Phase(s)		Task 4 and 5 Bid Document Preparation & Bid Support and Engineering Services During Construction	
Sub Task	Estimated Completion	Sub Task	Estimated Completion	Sub Task	Estimated Completion
Document Review	07/2025	50% Design	11/2025	Bid Document Preparation	08/2026
Field Recon	07/2025	90% Design	02/2026	Bid Support and Bid Review	08/2026
Survey	08/2025	90% OPCC	03/2026	Award and NTP Support	10/2026
Alternatives Development	09/2025	100% Design	05/2026	ESDC	04/2027
		100% OPCC	06/2026		

PROJECT FEE

We propose to perform the various tasks described above on a time-and-materials basis in accordance with the attached Fee Schedule. Our estimated total cost for the above tasks is \$249,676; a detailed breakdown of labor and expenses is included in the attached table. GEI will not exceed the total cost of \$249,676 without prior approval from MCWRA. GEI will submit monthly invoices which detail the work scope completed and labor/expense effort.

CLOSURE

We appreciate the opportunity to provide this proposal and look forward to the opportunity to work with you on this important project. Should you have any questions about this proposal or require additional information, please do not hesitate to contact Len Sansone at 510-350-2903 (lsansone@geiconsultants.com) or Rob Fill at 916-873-4244 (rfill@geiconsultants.com).

Very truly yours,

GEI Consultants, Inc.



Scott Meyers, PE
 Senior Engineer



Len Sansone, PE, GE
 Vice President
 Principal Geotechnical/Civil Engineer

Mark Foxworthy, PE, Chief Dam Safety Engineer
Monterey County Water Resource Agency
Proposal for Penstock Protection at Nacimiento Dam Powerhouse
June 18, 2025
Page 9

Exhibit F

Payment Provisions

MCWRA - Nacimiento Dam Powerhouse - Penstock Protection Fee Estimate for GEI Services

Task No.	Description	2024 Standard Rates											Expenses				Total Cost	
		Admin	CAD	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Subtotals		Subs	Travel/ Mileage	Other Expenses	Subtotal		
		\$ 132	\$ 177	\$ 177	\$ 199	\$ 235	\$ 267	\$ 318	\$ 356	\$ 434	Hrs.	Cost						
Task 1	Project Management and QA/QC																	
1.1	Review Project Details and Project Management							8	2		10	\$3,256				\$0	\$3,256	
1.2	Oversee and Coordinate Work							8	2		10	\$3,256				\$0	\$3,256	
1.3	Perform QA/QC Reviews	2						8	2		12	\$3,520				\$0	\$3,520	
1.4	Progress Meetings	5				10		10	10		35	\$9,750				\$0	\$9,750	
	Task 1 Total	7	0	0	0	10	0	34	16	0	67	\$19,782	\$0	\$0	\$0	\$0	\$19,782	
Task 2	Document Review, Site Reconnaissance, & Concept Development																	
2.1	Review existing design/modification and repair/maintenance documents						32				32	\$8,544				\$0	\$8,544	
2.2	Site reconnaissance/site visit						20		2		22	\$6,052		\$726		\$726	\$6,778	
2.3	Survey						6		2		8	\$2,314	\$10,000			\$10,000	\$12,314	
2.4	Develop Basemap		24				12		4		40	\$8,876				\$0	\$8,876	
2.5	11x17 Alternative Development and AACE Class 5 Cost Estimate	2	30				24	6	4		66	\$15,314				\$0	\$15,314	
2.6	Alternatives Analysis & Memo	2					20	4	4		30	\$8,300				\$0	\$8,300	
	Task 2 Total	4	54	0	0	0	114	10	16	0	198	\$49,400	\$10,000	\$ 726	0	10,726	60,126	
Task 3	Design Phases																	
3.1	Develop 50% Design Documents	4	80		40		80	8	8		220	\$49,400				\$0	\$49,400	
3.2	Develop 90% and 100% Design Documents	4	80		20		60	6	6		176	\$38,732				\$0	\$38,732	
3.3	Project Design Documentation Report (a.k.a. Technical Memo)	4			20		20	4	4		52	\$12,544				\$0	\$12,544	
3.4	Develop 90% and 100% OPCC	8					20	4	4		36	\$9,092	\$5,000			\$5,000	\$14,092	
	Task 3 Total	20	160		80	0	180	22	22	0	484	\$109,768	\$5,000	\$0	\$0	\$5,000	\$114,768	
Task 4	Bidding and Contracting																	
4.1	Assist with technical spec edits to MCWRA Division 00 Bidding Specifications			2				16	2		20	\$6,154				\$0	\$6,154	
4.2	Develop Issued for Bid Drawings and Specifications			4		5		20	2		31	\$8,955				\$0	\$8,955	
4.3	Coordinate advertisement and planroom posting			2				0			2	\$354			\$6,300	\$6,300	\$6,654	
4.4	Distribute digital copies of specs/plans to bidders & maintain planholder list			5				2			7	\$1,521				\$0	\$1,521	
4.5	Track and respond to pre-bid RFIs			2				14			16	\$4,806				\$0	\$4,806	
4.6	Revise specifications and drawings per RFIs			2				8	2		12	\$3,610				\$0	\$3,610	
4.7	Prepare and distribute addenda			8				4			12	\$2,688				\$0	\$2,688	
4.8	Prepare for and attend pre-bid conference and site visit			2				12			14	\$4,170		\$500		\$500	\$4,670	
4.9	Prepare for and attend bid opening			2				8			10	\$2,898		\$348		\$348	\$3,246	
4.10	Prepare bid summary and abstract			4				2			6	\$1,344				\$0	\$1,344	
4.11	Review two lowest bids and complete required document checklist			8				4			12	\$2,688				\$0	\$2,688	
4.12	Check bidder references			1				4			5	\$1,449				\$0	\$1,449	
4.13	Prepare bid review memo and recommendation of award			4				1			5	\$1,026				\$0	\$1,026	
4.14	Develop Issued for Construction Drawings and Specifications			2				20			22	\$6,714				\$0	\$6,714	
4.15	Prepare Notice of Award (NOA)			4				1			5	\$1,026				\$0	\$1,026	
4.16	Review NOA documents			6				2			8	\$1,698				\$0	\$1,698	
4.17	Prepare Notice to Proceed			2				1			3	\$672				\$0	\$672	
	Task 4 Total	0	0	60	0	5	0	119	6	0	190	\$51,773	\$0	\$848	\$6,300	\$7,148	\$30,000	
Task 5	Engineering Services During Construction																	
5.1	Review and respond to RFIs, Submittals, and Other Contractor Inquiries	4				6	28		2		40	\$10,126				\$0	\$10,126	
5.2	On-Site Resident Engineer						36				36	\$9,612		\$1,153		\$1,153	\$10,765	
5.3	Design Changes	4				6	6		2		18	\$4,252				\$0	\$4,252	
5.4	Reporting and Record Keeping	8				6	4	4			22	\$4,806				\$0	\$4,806	
5.5	Record Drawings		16		10		10	4	2		42	\$9,476				\$0	\$9,476	
	Task 5 Total	16	16	0	10	18	84	8	6	0	158	\$38,272	\$0	\$1,153	\$0	\$1,153	\$25,000	
	Total	47	230	60	90	33	378	193	66	0	1,097	\$268,995	\$15,000	\$2,728	\$6,300	\$24,028	\$249,676	

Notes and Assumptions:

General

- Labor hours, grade, and task distributions are for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered and approved by MCWRA.
- Detailed cost breakdown and rates are confidential information and shall not be shared outside MCWRA without prior written approval by GEI.
- Tasks 4 and 5 proposed services and hours are shown but estimated costs are not included in the total estimate. As requested by MCWRA, an allowance is included for each item for work to be performed as directed by the MCWRA Project Manager on an as-needed basis.

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

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

WHEREAS, the CONTRACTOR entered into an Agreement for Professional Services (hereinafter “Agreement”) with Agency on July 5, 2022, and processed an Amendment No. 1 on August 30, 2022; and

WHEREAS, the Agency and CONTRACTOR wish to enter into Amendment No. 2 to amend the Agreement to extend the term of the Agreement to June 30, 2026; 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:

The term of this agreement shall begin on **July 5, 2022**, by CONTRACTOR and Agency, and will terminate on **June 30, 2026**, unless earlier terminated as provided herein.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated July 12, 2022.

This space left blank intentionally

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

DocuSigned by:

Ara Aghderian

1F182FFB49A2435...
General Manager

8/9/2023 | 2:20 PM PDT
Dated:

Approved as to Fiscal Provisions:

DocuSigned by:

Patricia Ruiz

E79EF64E57454F6...
Deputy Auditor/Controller

8/8/2023 | 10:56 AM PDT
Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Kelly L. Donlon

22D690CA05A940B...
Assistant County Counsel

8/8/2023 | 10:42 AM PDT
Dated:

CONTRACTOR

Chad Masching

By:

Signature

Chad Masching, Vice President

Printed Name and Title

8/2/2023

Dated:

By:

Signature

Bill Rettberg, Senior Vice President

Printed Name and Title

Dated:

8/7/23

DocuSigned by:

Juan Pablo Lopez

A59152F49ADC476...

Juan Pablo Lopez, Principal Administrative Analyst

8/8/2023 | 1:56 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. 1
to
Agreement for Professional Services
between
Monterey County Water Resources Agency and GEI Consultants, Inc.

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and GEI Consultants, Inc., (hereinafter "CONTRACTOR") executed and effective on July 12, 2022 (hereinafter "Agreement").

Section 1 of the Agreement is hereby amended to read as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A and C, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedules set forth in Exhibits A and C:**
 - (a) The scope of work is briefly described and outlined as follows:
Nacimienta Dam 8th FERC Part 12D inspection and report, and PFMA workshop, and Nacimienta Dam Spillway Panel 14R Repair Engineering and QCIP Management Services, and General Engineering Services.
 - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

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

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedules set forth in Exhibits B and D. The maximum amount payable to CONTRACTOR under this contract is **Two hundred twenty seven thousand six hundred twenty dollars (\$227,620)**, summarized below:

\$137,680	Original Agreement
\$ 89,940	Amendment No. 1
\$227,620	Not-to-Exceed Total

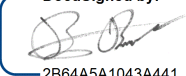
Section 31 of the Agreement is hereby amended to read as follows:

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
- Exhibit A - Scope of Work/Work Schedule for Nacimiento Dam 8th Part 12D Inspection, Report and PFMA
 - Exhibit B - Fee Schedule for Nacimiento Dam 8th Part 12D Inspection, Report and PFMA
 - Exhibit C - Scope of Work/Work Schedule for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services
 - Exhibit D – Payment Provisions for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services

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

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

**MONTEREY COUNTY
WATER RESOURCES AGENCY**


2B64A5A1043A441

Brent Buche, General Manager

Dated: 8/30/2022 | 2:44 PM PDT

CONTRACTOR


By: **Chad Masching**
Digitally signed by Chad Masching
DN: C=US, E=cmasching@geiconsultants.com, O="GEI Consultants, Inc.", OU=Engineering, CN=Chad Masching
Date: 2022.08.03 14:30:09-06'00'

(signature)

Chad Masching, Vice President

(print name and title)*

Dated: 8/3/2022

By: 
(signature)

William Rettberg, Senior Vice President

(print name and title)*

Dated: 8/3/2022

*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. – Amendment No. 1)

* * * * *

Approved as to form¹:

DocuSigned by:



22D690CA03A340B...

Assistant County Counsel

Dated: 8/16/2022 | 9:02 AM PDT

Approved as to fiscal provisions:

DocuSigned by:



A59152F49ADC476...


Administrative Analyst

Dated: 8/16/2022 | 9:42 AM PDT

County Counsel – Risk Manager

Dated:

DocuSigned by:



D3934B5FC4D8440...

Auditor-Controller²

Dated: 8/16/2022 | 9:21 AM PDT

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

² Approval by Auditor-Controller is required.

EXHIBIT C

Scope of Work / Work Schedule for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services

A portion of Nacimiento Dam spillway chute Panel 14R has been found to be unsupported by the rock foundation, and repair is needed to restore that portion of Panel 14R to its original design. Panel 14R repair requires engineering services and construction inspection services in accordance with the Quality Control Inspection Program (QCIP). Panel 14R repairs include (1) grouting under the wall footing adjacent to Panel 14R near transverse Drain No. 4, (2) demolition and replacement of the downstream portion of chute floor at Panel 14R, (3) construction of two new cleanouts to access the longitudinal drains of Panel 14R for maintenance and inspection, and (4) other work included within the Drawings and Specifications.

GEI's scope of work is based on information from the following documentation developed by GEI for MCWRA:

1. Design Memo, Design Drawings, and Specifications: Nacimiento Dam Spillway Chute Panel 14R Repair, dated April 18, 2022, by GEI.
2. Quality Control Inspection Program (QCIP): Spillway Chute Panel 14R Repair – Nacimiento Dam dated April 8, 2022, by GEI. The scope

This Scope of Work consists of the following tasks:

- Task 1 – Inspection Services during Construction for QCIP Manager Position
- Task 2 – Inspection Services during Construction for QCIP Inspector Position
- Task 3 – Inspection Services during Construction for QCIP Design Engineer Position
- Task 4 – Engineering Services for As-Built and Final Construction Report
- Task 5 – General Engineering Services

GEI will provide engineering services as described herein. MCWRA intends to provide primary staffing of the QCIP Manager and QCIP Inspector positions from another consultant and in-house personnel. GEI will provide QCIP Manager and QCIP Inspector positions as needed up to the man-hours indicated herein to give MCWRA flexibility in selecting the preferred combination of consultant and in-house support to oversee completion and documentation of the work.

Task 1 – Inspection Services during Construction for QCIP Manager Position

As per the QCIP's Organization and Staffing Responsibilities, GEI will provide a FERC approved QCIP Manager who reports directly to the MCWRA Project Manager (PM) for up to the man-hours indicated in Exhibit D-Table 1. The following are a list of tasks that the QCIP Manager may perform to support MCWRA and satisfy FERC and DSOD requirements:

1. Submittal review and response;
2. RFI review and response / Site correspondence, as needed;
3. Preparation and/or review of daily field reports;

4. Review of contractor pay requests and design changes;
5. Assist the PM with negotiation of change orders and contractor claims;
6. Coordinate material testing with the material testing laboratory;
7. Report any situation where the plans and specifications do not appear to be appropriate for the conditions encountered to the PM and may recommend changes to the PM and/or Design Engineer;
8. Issue nonconformance reports and stop work due to adverse quality conditions or potentially unsafe work practices;
9. Participate in two meetings; additional meetings may be requested:
 - Kickoff meeting with the contractor, DSOD, and FERC;
 - Site visit at completion of demolition at chute Panel 14R when the exposure of the chute subsurface voids will allow determination if additional adjacent areas need removal/replacement or repair.

Task 2 – Inspection Services during Construction for QCIP Inspector Position

As per the QCIP's Organization and Staffing Responsibilities, GEI will provide a FERC approved Inspector on-site who reports directly to the QCIP Manager up to the man-hours indicated in Exhibit D-Table 1. The Inspector will complete daily field reports to include construction photographs. The Inspector will perform the typical day-to-day inspections for the project. 10-hour work days are assumed up to 6 days per week.

Task 3 - Inspection Services during Construction for Design Engineer

During construction, the GEI Design Engineer (Bill Rettberg, PE) will be ultimately responsible for approval of required contractor submittals, shop drawings, material certificates, and reviewing the final construction documentation report prepared by the QCIP Manager to document compliance with Contract documents. The Design Engineer will be supported by engineering support staff, including Chad Masching, PE (CO) the project design lead. GEI will provide MCWRA with construction support to assist in laying out repair areas, reviewing the slab subgrade, coordinating, and performing Owner Quality Assurance testing, and documenting the repairs made for submittal to the DSOD and FERC.

GEI will provide weekly progress reports, and the weekly report will be based on the daily reports prepared by the Inspector or QCIP Manager. Weekly reports will include construction summary, QC testing, contractors onsite and equipment used, unanticipated construction difficulties, approved changes, and annotated photographs.

The Weekly Report will include the following as it relates to the project:

1. Progress of Work
2. Status of Construction
3. Construction Difficulties
4. Contract Status
5. Critical Events and Dates
6. Reservoir Filling (if applicable)
7. Foundations
8. Sources of Major Construction Materials
9. Material Testing and Results
10. Instrumentation (if applicable)
11. Photographs
12. Other Items

Task 4 – Engineering Services for As-Built and Final Construction Report

The Final Construction Report will be formatted to meet FERC QCIP requirements and will include summaries of the construction, any RFI or project change orders, and results of construction Quality Control and any Owner Quality Assurance Testing. Red-line as-built drawings developed by the contractor with the QCIP manager and Inspector will be updated in AutoCAD. Updated AutoCAD files and PDF version of as-built drawings will be provided to MCWRA.

Spillway Panel 14R Repair Schedule

Construction is considered for a period of 3 months (13 weeks) anticipated to start in August 2022. Schedule will be driven by MCWRA's notice to proceed and the contractor's construction schedule.

Task 5 – General Engineering Services

Condition assessment, investigation, repair, planning, and permitting activities at MCWRA facilities are ongoing. Engineering services listed below may be needed for conditions encountered in the field during such investigations and repairs. Work under this item will be specified and authorized in writing by MCWRA General Manager or Senior Engineer, Dam Safety & Engineering Section prior to GEI commencement. Work under this item may include, but is not limited to:

- Hydraulic engineering
- Hydrologic engineering
- Geotechnical engineering
- Structural engineering
- Surveying services
- Geological services
- Construction inspection / resident engineer services
- Environmental and permitting services
- Dam inspection services

Deliverables may include, but are not limited to:

- Technical reports
- Data reports
- Inspection reports
- Progress reports
- Drawings
- Specifications
- Technical recommendations
- Presentations

Work will be performed in accordance with the laws and rules of the California Board for Professional Engineers, Land Surveyors, and Geologists.

EXHIBIT D

Payment Provisions for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services

GEI Consultants, Inc. will perform work described in Exhibit C, and will be paid on a time and expense basis up to the not-to-exceed the total amount shown in Table 1. Total cost will not exceed this amount so long as the Scope of Work is not changed. Hourly billing rates and expenses will be paid per the Fee Schedule and payable expenses described in Exhibit A.

The budget for services described in Exhibit C - Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services, and General Engineering Services, is shown in Table 1 below.

Table 1.

		Personnel						Labor and Expenses		
Task	Service	Bill Rettberg (Gr. 8)	Chad Masching (Gr. 7)	Rob Fill (Gr. 7)	Enrico Ruffini (Gr. 6-7)	Hugo Velasquez (Gr. 5)	Total Labor Hours	Labor	Expenses	Total
1	QCIP Manager			64			64	\$16,960	\$1,920	\$18,880
2	QCIP Inspector				80		80	\$17,840	\$2,400	\$20,240
3	Design Engineer during Construction	14	14				28	\$ 7,868	\$1,440	\$ 9,308
4	Engineering Services for As-Builts and Final Construction Report	8	8	8		76	100	\$21,512	--	\$21,512
5	General Engineering Services									\$20,000
									Total	\$89,940

**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 California Corporation located at 180 Grand Avenue, Suite 1410, 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:
~~Nacimientto Dam 8th FERC Part 12D inspection and report, spillway focused PFMA, and Owner's Dam Safety Program audit~~
and PFMA Workshop Cmm
- (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 July 5, 2022 by CONTRACTOR and Agency, and will terminate on June 30, 2023, 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 thirty seven thousand six hundred eighty dollars.

(\$ 137,680).

4. Monthly Invoices by CONTRACTOR; Payment.

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

5. Indemnification

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

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

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

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

6. Insurance.

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

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

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

deducted from any sum due CONTRACTOR.

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

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

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

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

26. Contract Administrators.

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

Mr. Chad Masching

Agency's designated administrator of this Agreement shall be

Mr. Chris Moss

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

TO AGENCY	TO CONTRACTOR
Name: Mr. Chris Moss	Name: Mr. Chad masching
Address: P.O. Box 930, Salinas CA 93902	Address: 180 Grand Ave, Ste 1410, Oakland, CA 94612
Telephone: 831-755-4860	Telephone: 510-350-2900
Fax: 831-424-7935	Fax: 510-350-2901 916-631-4501 <i>Comm</i>
E-Mail: mosscc@co.monterey.ca.us	E-Mail: cmasching@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 -

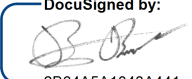
Exhibit D -

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

**MONTEREY COUNTY WATER RESOURCES AGENCY
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: 
2B64A5A1043A441...

Brent Buche
General Manager

Date: 7/12/2022 | 3:23 PM PDT

CONTRACTOR:

BY: Chad Masching

Digitally signed by Chad Masching
DN: C=US,
E=cmasching@geiconsulants.com,
O="GEI Consultants, Inc",
OU=Engineering, CN=Chad Masching
Date: 2022.06.22 16:37:10 -06'00'

Type Name: Chad Masching

Title: Vice President

Date: 6/22/2022

BY:



Type Name: Craig Hall

Title: Vice President

Date: 6/22/2022

* 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.

(Nacimiento 8th FERC Part 12D, Spillway focused PFMA)
Agreement/Amendment No # (Original Agreement)

* * * * *


Approved as to form ¹:

DocuSigned by:

 22D690CA05A940B...
 Assistant County Counsel

Dated: 7/8/2022 | 1:14 PM PDT

Approved as to fiscal provisions:

DocuSigned by:

 A59152F49ADC476...
 Administrative Analyst

Dated: 7/11/2022 | 2:56 PM PDT

County Counsel – Risk Manager:

Dated: _____

Auditor-Controller ²:

Dated: 7/11/2022 | 1:01 PM PDT

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

² Approval by Auditor-Controller is required

Exhibit A

Scope of Work and Work Schedule

Nacimiento Dam and Hydroelectric Project 8th Independent Consultant's Safety Inspection Report, and Spillway Focused Potential Failure Mode Analysis

for the
Monterey County Water Resources Agency
1441 Schilling Place – North Building
Salinas, California 93901

Background

The Monterey County Water Resources Agency (MCWRA) is required by CFR 18, Part 12, Subpart D of the Federal Energy Regulatory Commission (FERC) regulations to have an independent consultant (IC) conduct the 8th five-year dam safety inspection and safety evaluation report for the Nacimiento Dam and Hydroelectric Project (Project), FERC Project No. 6378-CA. MCWRA must submit the 8th Part 12D report to FERC by January 23, 2023.

Nacimiento Dam and Hydroelectric Project is owned and operated by MCWRA. The dam and hydroelectric plant are located on the Nacimiento River, in northern San Luis Obispo County, California. The project includes an embankment dam, inflatable spillway crest gates, high and low-level outlets, and power plant. Nacimiento Reservoir is a multi-use facility operated with consideration given to many factors including dam safety, flood protection, groundwater recharge, operation of the downstream Salinas River Diversion Facility, water supply, fish migration and habitat requirements, agriculture, and recreation. The MCWRA has adopted a Nacimiento Dam Operation Policy.

Critical Infrastructure – Distribution of Project Documents Prohibited

Nacimiento Dam is classified as “critical infrastructure” under Homeland Security Presidential Directive 7, and as further defined in FERC Order No. 630, issued February 21, 2003. Distribution of any Project documents to anyone outside the GEI Consultants work team for this Scope of Work, or for any use other than responding to this Scope of Work, is strictly prohibited. The Final 8th Part 12D Report will be marked “CEII – Critical Energy Infrastructure Information” per FERC requirements.

Scope of Work

CFR 18, Part 12, Subpart D, of the Federal Energy Regulatory Commission's (FERC) regulations prescribes the scope of the Independent Consultant (IC) evaluations and field inspection, as well as the information that must be contained in the Report. Refer to letters from FERC to MCWRA dated April 6, 2022, which is specific to the 8th Part 12D process for Nacimiento Dam and Hydroelectric Project.

Mr. Craig Hall and Mr. Chad Masching of GEI Consultants, Inc. will act as Co-Independent Consultants (IC's), as approved by FERC.

Tasks**1. Project Record Review**

GEI's proposed team already has background knowledge of Nacimiento Dam from the last Part 12D inspections and STID updates in 2018 and recent work on the Nacimiento Dam Spillway. GEI will review these, and any additional records and reports provided by MCWRA, including: original construction drawings, reports, and photographs, prior Part 12D reports, hydrology reports, inspection reports, Dam Surveillance & Monitoring Plan and Reports, and Project modification records.

2. Supporting Technical Information (STI) document Assessment

The Supporting Technical Information (STI) Document is a concise document which summarizes the PFMA, details the project components, discusses the construction history, Standard Operation Procedures (SOPs), geologic and seismic setting, hydrology and hydraulics, and lays the groundworks for monitoring the facility. Maintaining the STI document updates is not only a FERC requirement, but it allows quick access to pertinent information to the owner. GEI will review the STI document for Nacimiento Dam in accordance with FERC Chapter 14 and MCWRA requirements. The review will include all sections of the STI document, and we will make definitive statements in the CSIR about our opinions of completeness for each section in the STI report. As part of this Task, GEI will review, evaluate, and comment on the appropriateness of previous analyses contained in the STI document.

Deliverables:

- a. Recommended edits will be included in the CSIR.

3. FERC Pre-Inspection Conference Call with IC and MCWRA

The FERC has stressed the importance of the 90-Day Pre-Inspection conference call in part to discuss FERC expectations deficiencies in reviews of recent Part12Ds from this and other projects. This meeting will discuss the roles and responsibilities of the MCWRA, the ICs, and FERC and provide status of the outstanding studies and previous recommendations from the previous Part 12D reports. Prior to the meeting, GEI's IC team will review the previous Part 12D reports, the STID, MCWRA correspondence letters with FERC, and hold discussions with MCWRA staff. GEI assumes that FERC will prepare the call agenda and lead the call discussion. We will discuss our Project understanding with MCWRA prior to the 90-Day Pre-Meeting.

The core team, including the IC team, geology lead, and workshop recorder will participate in the 90-minute call. An Independent Facilitator could be considered to facilitate the PFMA workshop, but pricing for this individual has not been included.

Deliverables:

- a. Copy of recorder's conference call notes

4. Part 12D Project Field Inspection

Prior to mobilization to perform the Part 12D site inspections, the IC and inspection team will review the previous CSIRs, previous FERC Annual Inspection Reports, the Dam Safety Surveillance Monitoring Plans (DSSMP), the latest Dam Safety Surveillance Monitoring Reports (DSSMR), and project STIDs. This review will allow the IC team to become intimately familiar with the Project and prepare the inspection team to focus on those areas most critical to dam safety.

The Part 12D inspection for Nacimiento Dam will include the work outlined in Title 18, Part 12, Subpart D of the Code of Federal Regulations, Part 12D Safety Inspection Report Outline as presented in enclosure 3 of FERC's April 6, 2022, letter. The inspection will follow the guidelines discussed in Chapter 14 of the FERC Engineering Guidelines for the Evaluation of Hydropower Projects. Mr. Chad Masching, PE and Mr. Craig Hall, PE will be the Co-ICs for the inspection. The IC team will be assisted by Ms. Amber Misgen, taking notes and photographs.

A Health and Safety Plan will be developed and submitted to MCWRA. This plan will provide the procedures, equipment, and schedule of events for the Part 12D inspection. The plan will summarize important information from the STID. GEI has developed an inspection checklist for Part 12D inspections and will tailor this list to Nacimiento Dam. The checklist is integral to ensuring that relevant facilities and appurtenances are inspected and documented during the inspection. GEI's Health and Safety Officer will review the safety plan and verify implementation of the safety procedures.

The morning of the field inspection, GEI, MCWRA and the FERC inspector will meet to discuss inspection objectives and provide a brief review of the project history, ongoing, planned or completed deficiency remediation, monitoring and instrumentation, and specific PFMs that may require field verification. The field inspection and pre-inspection meeting is anticipated to be completed in one day.

A photo log will be developed which summarizes the observations during the inspection. GEI will schedule the inspection early in the planning process to provide adequate time for coordination with MCWRA and FERC.

Deliverables:

- a. Health and Safety Plan ten (10) days prior to inspection date
- b. Inspection field notes and photos

5. Potential Failure Mode Analysis & Workshop

Potential Failure Modes Analysis (PFMA) workshop sessions for Nacimiento Dam will be conducted to review and update the previous PFMs. GEI's IC team will take turns facilitating the workshop session, but an Independent Facilitator could be added at MCWRA's request. The PFMA workshop sessions will take place following completion of the Field Inspection in a space provided by MCWRA so operations staff can attend. Mr. Masching and Mr. Hall, as the Co-ICs, will participate in the PFMA workshop as Core Team members. The workshop will include the physical site review, discussion of background information, analyses and drawings review, and the PFMA Workshop session. Other members of the GEI team will provide the ICs with targeted, in-depth review and discussion regarding their specific areas of expertise prior to the workshop.

We have read FERC's April 6, 2022, letter to MCWRA regarding expectations for the Eighth Independent Consultant's Safety Inspection Report for the Project. We anticipate that the PFMA Workshop will primarily be a review of the existing PFMs that were developed in 2018, but additional PFMs will likely be developed during a brainstorming session. GEI will work with MCWRA to ensure that the PFMA review session effectively address the range of potential failure modes for Nacimiento Dam.

Prior to the PFMA workshop session, GEI will participate in a conference call with MCWRA to establish expectations and requirements for the PFMA for Nacimiento Dam. The PFMA workshop is anticipated to take 3 days due to the number of PFMs that need to be reviewed.

The PFMA workshop session will be documented in a PFMA report to include Major Findings and Understandings (MFU). We anticipate that GEI will distribute background information to PFMA participants, as needed, to facilitate active participation in the PFMA workshop session. While PFMA workshops typically have time scheduled for “Discovery and Review of the Project,” GEI’s participating team members will become intimately familiar with the project before the PFMA review session and will utilize secret balloting to poll the group for classification of PFMs (Cats. I, II, III, IV).

Core Team Members

Each Core Team member is expected to review all background material chosen by the IC’s. The MCWRA Chief Dam Safety Engineer will be responsible for supplying background material to the IC’s and general coordination of activities. Core Team members are shown below.

- PFMA Workshop Co-Facilitators – Craig Hall PE, GE; Chad Masching, PE
- Part 12D Co-Independent Consultant – Craig Hall PE, GE
- Part 12D Co-Independent Consultant – Chad Masching, PE
- Engineering Geologist – Chris Slack, PG, CEG
- MCWRA Chief Dam Safety Engineer – Chris Moss, PE
- FERC Inspector
- FERC Project Engineer

Deliverables:

- a. A draft PFMA report will be prepared for Nacimiento Dam. An electronic copy (in Word and PDF formats) of the PFMA report will be submitted to MCWRA.
- b. An electronic copy of the finalized PFMA report will be submitted by MCWRA to FERC as updates to Section 1 of the STID for the Nacimiento Dam project.

6. 8th Part 12D Report

Upon completion of the Part 12D Safety Inspection, the ICs will oversee the preparation of the Draft Part 12D Safety Inspection Report. The report will be organized and formatted in accordance with FERC requirements, which includes utilizing the FERC-prescribed Part 12D Safety Inspection Report Outline and Engineering Guidelines Chapter 14 and will account for FERC comments to the last P12D report.

Within the report, the ICs will make clear statements that they have reviewed the pertinent analyses and evaluations along with the underlying assumptions and that they conclude that the assumptions and methods of analysis or evaluation were appropriate for the structure, were applied correctly and are appropriate given the current guidelines and the state of dam safety practice, if such clarifying statement is warranted. The ICs, after thoughtful review and consideration, may make recommendations in the report that, in their judgement, specific analyses or evaluations are not appropriate or acceptable and may need to be modified or updated.

The ICs will specifically address the FERC concerns brought forth in their April 6, 2022, letter to MCWRA regarding providing definitive statements in review of the Nacimiento Dam STID. The FERC did not provide any specific comments to the previous Part 12D.

Due to the extended timeframe to receive FERC responses, we are not providing a budget allowance to respond to FERC comments. Project historical records, a recent Spillway Condition Assessment Report and a recent non-destructive evaluation report will be available for the IC's to review regarding this item.

Note: FERC makes it clear in the April 6, 2022, letter to MCWRA that unresponsive Part 12D Reports will be rejected, which would be unacceptable to MCWRA.

Deliverables:

- a. Draft Part 12D Report: Provide one (1) editable Microsoft WORD version and one (1) PDF version for MCWRA review and comment
 - o Final Part 12D Report: Provide one (1) Microsoft WORD version and one (1) Adobe Acrobat PDF version of the entire report with section bookmarks and searchable text, which is generated from a native document and not simply scanned, and provide all original images of inspection photos used in the report. NOTE: per FERC requirements, label the Final 8th Part 12D Report "CEII – Critical Energy Infrastructure Information"

Meetings

The following meetings for the 8th Part 12D work are expected:

- o A kick-off meeting or Webex/conference call to discuss roles and responsibilities, schedule, administrative matters, etc.
- o A meeting or Webex/conference call with MCWRA staff to present and discuss Final Part 12D report findings, conclusions and recommendations, and potential plan and schedule options for addressing recommendations.
- o Work status calls at least every two weeks with MCWRA Project Manager

Work Schedule

July 5, 2022	Commence work
October 2022 (three consecutive days)	Field Inspection and Potential Failure Mode Analysis Workshop (Dam & Spillway)
December 2022	Submit Draft Part 12D Report to MCWRA
January 2023	Submit Final Part 12D Report to MCWRA
By January 23, 2023	MCWRA submit Final Part 12D Report to FERC
By April, 2023	Present Part 12D Report conclusions and recommendations to MCWRA Board of Directors

Attachments

1. FERC Letter Dated April 6, 2022

Exhibit B

Payment Provisions

GEI Consultants, Inc. will perform work described in Exhibit A, and will be paid on a time and expense basis up to the not-to-exceed total amount of \$137,680. Total cost will not exceed this amount so long as the Scope of Work is not changed. Hourly billing rates will be paid per the Fee Schedule below and expenses will be paid as described below.

FEE SCHEDULE

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 132
Staff Professional – Grade 2	\$ 145
Project Professional – Grade 3	\$ 159
Project Professional – Grade 4	\$ 178
Senior Professional – Grade 5	\$ 210
Senior Professional – Grade 6	\$ 239
Senior Professional – Grade 7	\$ 284
Senior Consultant – Grade 8	\$ 318
Senior Consultant – Grade 9	\$ 388
Senior Principal – Grade 10	\$ 388

Senior Drafter and Designer	\$ 159
Drafter / Designer and Senior Technician	\$ 145
Field Professional	\$ 119
Technician, Word Processor, Administrative Staff	\$ 118
Office Aide	\$ 92

Above rates are billed for both regular and overtime hours in all categories. The Fee Schedule herein shall be valid for a twelve-month period, beginning July 1, 2022. Hourly billing rates and other direct costs chargeable to the project may be modified as agreed by Agency and GEI Consultants, Inc. after said period of time. The parties shall agree to any modification in writing as an Amendment to the Agreement.

EXPENSES

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

Nacimiento Dam and Hydroelectric Project 8th Independent Consultant’s Safety Inspection Report

PROJECT COST PROPOSAL

Labor Estimates

Task No.	Description	Masching		Rettberg		Hall		Slack/Rufini		Misgen		Miller		Admin		Total Estimate			
		Co-IC / Project Manager		Principal in Charge / QC		Co-IC		Geologist		Recorder		H&H		Document Production		Hrs	Labor	ODCs	Total
		Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$				
1.	PROJECT RECORD REVIEW	26	\$ 7,384.00	0	\$ -	26	\$ 8,268.00	8	\$ 2,272.00	30	\$ 5,340.00	0	\$ -	0	\$ -	90	\$ 23,264	\$ -	\$ 23,264
2.	STID ASSESSMENT	8	\$ 2,272.00	4	\$ 1,272.00	8	\$ 2,544.00	4	\$ 1,136.00	16	\$ 2,848.00	10	\$ 2,840.00	0	\$ -	50	\$ 12,912	\$ -	\$ 12,912
3.	90-DAY PRE-INSPECTION	2	\$ 568.00	0	\$ -	2	\$ 636.00	0	\$ -	6	\$ 1,068.00	0	\$ -	0	\$ -	10	\$ 2,272	\$ -	\$ 2,272
4.	PART 12D PROJECT FIELD INSPECTION	8	\$ 2,272.00	0	\$ -	8	\$ 2,544.00	8	\$ 2,272.00	8	\$ 1,424.00	0	\$ -	0	\$ -	32	\$ 8,512	\$ 2,200	\$ 10,712
5.	PFMA WORKSHOP	52	\$ 14,768.00	4	\$ 1,272.00	36	\$ 11,448.00	24	\$ 6,816.00	48	\$ 8,544.00	0	\$ -	40	\$ 4,720.00	204	\$ 47,568	\$ 4,400	\$ 51,968
6.	PART 12D REPORT PREPARATION	24	\$ 6,816.00	0	\$ -	20	\$ 6,360.00	10	\$ 2,840.00	76	\$ 13,528.00	0	\$ -	56	\$ 6,608.00	186	\$ 36,152	\$ 400	\$ 36,552
TOTAL - TASKS 1 - 7		120	\$ 34,080.00	8	\$ 2,544.00	100	\$ 31,800.00	54	\$ 15,336.00	184	\$ 32,752.00	10	\$ 2,840.00	96	\$ 11,328.00	572	\$ 130,680	\$ 7,000	\$ 137,680



County of Monterey

Item No.5

Board Report

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

Legistar File Number: WRAFIN 25-061

August 01, 2025

Introduced: 7/25/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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



County of Monterey

Item No.6

Board Report

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

Legistar File Number: WRAFIN 25-062

August 01, 2025

Introduced: 7/25/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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

HYDROELECTRIC REVENUE

Imbalance explanation:

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

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

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

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

Exhibit 2

CONTRACT PRICE

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

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

1. Imbalance Energy Settlement Adjustment

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

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

i. Where:

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

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

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

i. Where:

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

HYDROELECTRIC REVENUE

JULY 2023 - JUNE 2024 (FY 2023-2024)

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

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

REC = Renewable Energy Certificates

MWh = Mega Watt Hour of electric energy

HYDROELECTRIC REVENUE

JULY 2024 - JUNE 2025 (FY 2024-2025)

Month	Energy Amount (\$85.75/MWh)	Energy Generated MWh	Billed Date	CR#	Received Date	Imbalance Energy Reconciliation	RECs Generated	Total Revenue
July, 2024	\$244,706.60	2,811.430	11/8/2024	203542	12/5/2024	(\$2,048.49)	2,811	\$242,658.11
August, 2024	\$240,401.06	2,761.960	12/10/2024	204655	1/7/2025	(\$2,080.04)	2,762	\$238,321.02
September, 2024	\$201,626.02	2,316.475	1/13/2025	205891	2/6/2025	(\$250.79)	2,316	\$201,375.23
October, 2024	\$19,534.64	224.433	2/7/2025	207013	3/6/2025	(\$697.73)	224	\$18,836.91
November, 2024	\$15,113.43	173.640	3/17/2025	208510	4/10/2025	(\$11.50)	174	\$15,101.93
December, 2024	\$15,756.01	181.020	4/4/2025	209427	5/1/2025	(\$101.75)	181	\$15,654.26
January, 2025	\$13,642.19	154.41	5/6/2025	210659	6/3/2025	(\$211.51)	154	\$13,430.68
February, 2025	\$15,149.22	171.47	6/4/2025	CRA 012759	7/1/2025	(\$820.04)	171	\$14,329.18
March, 2025	\$84,741.02	959.15	7/14/2025			(\$4,594.01)	959	\$80,147.01
April, 2025							0	\$0.00
May, 2025							0	\$0.00
June, 2025							0	\$0.00
	\$850,670.19	9,753.988				(\$10,815.86)	9,754	\$839,854.33

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

REC = Renewable Energy Certificates

MWh = Mega Watt Hour of electric energy



County of Monterey

Item No.7

Board Report

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

Legistar File Number: WRAFIN 25-063

August 01, 2025

Introduced: 7/25/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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

Monterey One Water
SVRP Expenditures Report – May 2025

Monterey One Water

SVRP Expenditures Report - May 2025

7/14/2025



Account Description	Annual Budget	May 2025 Expenditures	YTD Expenditures	YTD Encumbered	YTD Total	% Used	FY 2025 Estimated Amount	Estimated Budget Variance
Salaries, Wages & Bens	835,380	98,256	1,058,732	0	1,058,732	127%	1,117,515	(282,135)
Office Expenses	3,650	716	3,119	0	3,119	85%	4,450	(800)
Information Systems Exp	2,900	0	2,962	0	2,962	102%	40,000	(37,100)
Professional Services	129,000	4,567	88,226	49,564	137,790	107%	49,000	80,000
Operating Supplies	56,850	20,461	41,696	1,514	43,210	76%	56,850	0
Contract Services	26,500	144	9,278	0	9,278	35%	30,800	(4,300)
Chemicals	1,782,500	208,720	1,290,800	0	1,290,800	72%	1,747,500	35,000
Utilities	713,600	115,474	514,069	0	514,069	72%	713,600	0
Repairs & Maintenance	413,810	166,339	341,000	17,276	358,276	87%	420,810	(7,000)
Sludge Disposal Costs	95,000	0	0	0	0	0%	0	95,000
Indirect Costs	377,103	31,425	345,678	0	345,678	92%	377,103	0
Capital Outlay	660,000	0	31,354	103,024	134,378	20%	0	660,000
Total Expenditures	5,096,293	646,102	3,726,914	171,377	3,898,292	76%	4,557,628	538,665
Bureau of Reclamation Loan Payment	1,040,000	980,731	980,731	0	980,731	94%	1,040,000	0
Grand Total	6,136,293	1,626,833	4,707,645	171,377	4,879,023	171%	5,597,628	538,665

Expenditure Status Report

MONTEREY ONE WATER
5/1/2025 through 5/31/2025

04 SVRP Fund

050 RECLAMATION TERTIARY PLANT O&M

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
5000 SALARIES AND WAGE EXPENSE						
5010-00 REGULAR WAGES-RECLAMATION	16,355.29	0.00	16,355.29	0.00	0.00	100.00
5012-00 WAGES & BENEF.FROM DEPTS.	809,843.69	98,255.91	1,035,210.42	0.00	-225,366.73	127.83
5020-00 OVERTIME	57.46	0.00	57.46	0.00	0.00	100.00
5050-00 VACATION AND COMP	1,224.49	0.00	1,224.49	0.00	0.00	100.00
Total SALARIES AND WAGE EXPENSE	827,480.93	98,255.91	1,052,847.66	0.00	-225,366.73	127.24
5100 EMPLOYEE BENEFITS						
5110-00 DISABILITY & LIFE INSURANCE	69.96	0.00	69.96	0.00	0.00	100.00
5120-00 HEALTH INSURANCE	2,829.21	0.00	2,829.21	0.00	0.00	100.00
5130-00 STATE COMPENSATION INSURANCE	737.01	0.00	737.01	0.00	0.00	100.00
5140-00 PERS - RETIREMENT	1,454.69	0.00	1,454.69	0.00	0.00	100.00
5150-00 MEDICARE TAX BENEFIT	508.20	0.00	508.20	0.00	0.00	100.00
Total EMPLOYEE BENEFITS	5,599.07	0.00	5,599.07	0.00	0.00	100.00
5200 EMPLOYEE OTHER BENEFITS						
5225-00 TRAINING	500.00	0.00	275.00	0.00	225.00	55.00
5230-00 CERTIFICATION FEES	600.00	0.00	0.00	0.00	600.00	0.00
5235-00 CONFERENCE/MEETINGS & TRAVEL	1,200.00	0.00	10.25	0.00	1,189.75	0.85
Total EMPLOYEE OTHER BENEFITS	2,300.00	0.00	285.25	0.00	2,014.75	12.40
6000 OFFICE EXPENSE						
6010-00 OFFICE SUPPLIES	200.00	0.00	78.53	0.00	121.47	39.27
6025-00 PRINTING AND DUPLICATING	200.00	716.14	1,635.78	0.00	-1,435.78	817.89
6045-00 MEMBERSHIP DUES & PUBLICATIONS	250.00	0.00	0.00	0.00	250.00	0.00
6050-00 POSTAGE AND DELIVERY SERVICE	2,500.00	0.00	1,404.88	0.00	1,095.12	56.20
6060-00 OFFICE FURNISHINGS	500.00	0.00	0.00	0.00	500.00	0.00
Total OFFICE EXPENSE	3,650.00	716.14	3,119.19	0.00	530.81	85.46
6100 INFORMATION SYSTEMS EXPENSE						

Expenditure Status Report

MONTEREY ONE WATER
5/1/2025 through 5/31/2025

04 SVRP Fund

050 RECLAMATION TERTIARY PLANT O&M

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
6170-00 MISC SUPPORT SERVICES	2,900.00	0.00	2,962.31	0.00	-62.31	102.15
Total INFORMATION SYSTEMS EXPENSE	2,900.00	0.00	2,962.31	0.00	-62.31	102.15
6200 PROFESSIONAL SERVICES						
6231-00 OUTSIDE CONTRACT WORK	89,000.00	4,566.68	70,998.62	32,145.32	-14,143.94	115.89
6238-00 TECHNICAL SUPPORT	35,000.00	0.00	17,226.93	17,418.66	354.41	98.99
6260-00 LEGAL SERVICES	5,000.00	0.00	0.00	0.00	5,000.00	0.00
Total PROFESSIONAL SERVICES	129,000.00	4,566.68	88,225.55	49,563.98	-8,789.53	106.81
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	5,250.00	0.00	2,703.38	1,555.75	990.87	81.13
7025-00 LAB CHEMICAL SUPPLIES	12,000.00	9,009.71	20,113.75	0.00	-8,113.75	167.61
7030-00 GENERAL LAB SUPPLIES	3,500.00	1,083.29	3,124.53	-42.16	417.63	88.07
7035-00 HOSES	6,000.00	0.00	0.00	0.00	6,000.00	0.00
7040-00 OIL AND GREASE SUPPLIES	1,000.00	0.00	132.62	0.00	867.38	13.26
7050-00 PAINT AND PAINT SUPPLIES	250.00	41.34	41.34	0.00	208.66	16.54
7055-00 PROTECTIVE CLOTHING	350.00	0.00	0.00	0.00	350.00	0.00
7062-00 FILTER MEDIA	5,000.00	0.00	0.00	0.00	5,000.00	0.00
7065-00 SAFETY SUPPLIES	2,500.00	0.00	715.10	0.00	1,784.90	28.60
7070-00 SMALL SHOP TOOLS	500.00	0.00	782.25	0.00	-282.25	156.45
7071-00 TOOLS \$250 < \$2499	500.00	0.00	0.00	0.00	500.00	0.00
7090-00 GENERAL OPERATING SUPPLIES	20,000.00	10,326.70	14,083.43	0.00	5,916.57	70.42
Total OPERATING SUPPLIES	56,850.00	20,461.04	41,696.40	1,513.59	13,640.01	76.01
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	12,000.00	143.99	453.54	0.00	11,546.46	3.78
7230-00 EQUIPMENT RENTAL	4,700.00	0.00	8,546.04	0.00	-3,846.04	181.83
7240-00 LAUNDRY SERVICES	500.00	0.00	0.00	0.00	500.00	0.00
7270-00 PERMIT FEES	4,400.00	0.00	278.10	0.00	4,121.90	6.32
7271-00 SAFETY CERTIFICATION FEES - EQUIPMENT	2,200.00	0.00	0.00	0.00	2,200.00	0.00
7280-00 EROSION CONTROL SERVICE	2,700.00	0.00	0.00	0.00	2,700.00	0.00
Total CONTRACT SERVICES	26,500.00	143.99	9,277.68	0.00	17,222.32	35.01

Expenditure Status Report

MONTEREY ONE WATER
5/1/2025 through 5/31/2025

04 SVRP Fund

050 RECLAMATION TERTIARY PLANT O&M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
7300 CHEMICALS						
7320-00 CHLORINE-RECLAMATION	1,440,000.00	205,852.14	1,136,506.56	0.00	303,493.44	78.92
7355-00 POLYALUMINUM CHLORIDE	325,000.00	0.00	162,400.32	0.00	162,599.68	49.97
7390-00 SODIUM HYPOCHLORITE	17,500.00	2,867.78	-8,106.92	0.00	25,606.92	46.33
Total CHEMICALS	1,782,500.00	208,719.92	1,290,799.96	0.00	491,700.04	72.42
7400 UTILITIES						
7425-00 ELECTRICITY - RECLAMATION	695,000.00	113,517.28	489,031.08	0.00	205,968.92	70.36
7450-00 GAS/NATURAL GAS - RECLAMATION	16,500.00	1,957.15	25,038.10	0.00	-8,538.10	151.75
7480-00 TELEPHONE/ALARM - RTP	2,100.00	0.00	0.00	0.00	2,100.00	0.00
Total UTILITIES	713,600.00	115,474.43	514,069.18	0.00	199,530.82	72.04
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS REPAIRS	15,516.00	250.00	11,933.10	0.00	3,582.90	76.91
7615-00 CHLORINATOR/SULFONATOR REPAIR	250,000.00	164,698.27	230,885.86	6,758.90	12,355.24	95.06
7620-00 CNTRL.PANELS/INSTRUMENT REPAIR	38,000.00	174.78	39,857.44	335.39	-2,192.83	105.77
7625-00 ELECT MOTOR REWINDS & REPAIR	9,500.00	0.00	0.00	0.00	9,500.00	0.00
7645-00 MONITORING/SAFETY EQUIP REPAIR	12,500.00	0.00	0.00	0.00	12,500.00	0.00
7655-00 OCEAN OUTFALL MAINT. & REPAIR	5,000.00	0.00	0.00	0.00	5,000.00	0.00
7670-00 PUMP REPAIR	27,000.00	0.00	11,146.76	0.00	15,853.24	41.28
7678-00 CHEMICAL EQUIP REPAIR-PUMP STN	2,500.00	0.00	0.00	0.00	2,500.00	0.00
7685-00 GENERAL EQUIPMENT REPAIR	53,794.00	1,216.05	47,177.01	10,181.63	-3,564.64	106.63
Total MAINTENANCE & REPAIRS	413,810.00	166,339.10	341,000.17	17,275.92	55,533.91	86.58
7700 REIMBURSEABLE EXPENSES						
7796-00 SLUDGE DISPOSAL COSTS	95,000.00	0.00	0.00	0.00	95,000.00	0.00
7799-00 INDIRECT COSTS	377,103.00	31,425.25	345,677.75	0.00	31,425.25	91.67
Total REIMBURSEABLE EXPENSES	472,103.00	31,425.25	345,677.75	0.00	126,425.25	73.22
8000 NON-OPERATING EXPENSES						

Expenditure Status Report

MONTEREY ONE WATER
5/1/2025 through 5/31/2025

04 SVRP Fund

050 RECLAMATION TERTIARY PLANT O&M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
8002-00 CAPITAL OUTLAY - EQUIPMENT	660,000.00	0.00	31,354.28	103,023.69	525,622.03	20.36
Total NON-OPERATING EXPENSES	660,000.00	0.00	31,354.28	103,023.69	525,622.03	20.36
Total SVRP Fund	5,096,293.00	646,102.46	3,726,914.45	171,377.18	1,198,001.37	76.49
Grand Total	5,096,293.00	646,102.46	3,726,914.45	171,377.18	1,198,001.37	76.49

Monterey One Water

CSIP Expenditures Report – May 2025

Monterey One Water

CSIP Expenditures Report - May 2025

7/14/2025



Account Description	Annual Budget	May 2025 Expenditures	YTD Expenditures	YTD Encumbered	YTD Total	% Used	FY 2025 Estimated Amount	Estimated Budget Variance
Salaries, Wages & Bens	1,000,412	49,525	624,186	0	624,186	62%	730,945	269,467
Office Expenses	2,200	86	438	0	438	20%	2,200	0
Information Systems Exp	3,300	0	2,962	0	2,962	90%	3,300	0
Professional Services	222,750	5,296	51,088	29,385	80,472	36%	222,740	10
Operating Supplies	34,044	1,622	26,552	0	26,552	78%	40,044	(6,000)
Contract Services	41,065	4,153	14,638	0	14,638	36%	42,065	(1,000)
Utilities	852,080	53,859	474,142	0	474,142	56%	603,380	248,700
Repairs & Maintenance	119,050	3,167	57,665	0	57,665	48%	119,550	(500)
Vehicle Mileage Charges	17,500	0	0	0	0	0%	17,500	0
Indirect Costs	328,198	27,350	300,848	0	300,848	92%	328,198	0
Capital Outlay	160,000	0	25,618	0	25,618	16%	50,000	110,000
Total Expenditures	2,780,599	145,058	1,578,136	29,385	1,607,521	58%	2,159,922	620,677

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MONTEREY ONE WATER
5/1/2025 through 5/31/2025

05 CSIP Fund

055 RECLAMATION DISTRIBUTION O & M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
5000 SALARIES AND WAGE EXPENSE						
5010-00 REGULAR WAGES	62,559.35	0.00	62,559.35	0.00	0.00	100.00
5011-00 WAGES & BENEF ALLOCATED TO CIP	0.00	0.00	-1,174.67	0.00	1,174.67	0.00
5012-00 WAGES & BENEF.FROM DEPTS.	874,372.31	49,524.98	500,571.47	0.00	373,800.84	57.25
5020-00 OVERTIME	831.28	0.00	831.28	0.00	0.00	100.00
5030-00 STANDBY PAY	3,201.02	0.00	3,201.02	0.00	0.00	100.00
5050-00 VACATION AND COMP	6,649.53	0.00	6,649.53	0.00	0.00	100.00
Total SALARIES AND WAGE EXPENSE	947,613.49	49,524.98	572,637.98	0.00	374,975.51	60.43
5100 EMPLOYEE BENEFITS						
5110-00 DISABILITY & LIFE INSURANCE	294.84	0.00	294.84	0.00	0.00	100.00
5120-00 HEALTH INSURANCE	10,387.96	0.00	10,387.96	0.00	0.00	100.00
5130-00 STATE COMPENSATION INSURANCE	3,060.38	0.00	3,060.38	0.00	0.00	100.00
5140-00 PERS - RETIREMENT	8,068.65	0.00	8,068.65	0.00	0.00	100.00
5141-00 PERS - FLAT RATE	27,554.88	0.00	27,554.88	0.00	0.00	100.00
5150-00 MEDICARE TAX BENEFIT	2,131.30	0.00	2,131.30	0.00	0.00	100.00
Total EMPLOYEE BENEFITS	51,498.01	0.00	51,498.01	0.00	0.00	100.00
5200 EMPLOYEE OTHER BENEFITS						
5225-00 TRAINING	500.00	0.00	50.00	0.00	450.00	10.00
5230-00 CERTIFICATION FEES	300.00	0.00	0.00	0.00	300.00	0.00
5235-00 CONFERENCE/MEETINGS & TRAVEL	500.00	0.00	0.00	0.00	500.00	0.00
Total EMPLOYEE OTHER BENEFITS	1,300.00	0.00	50.00	0.00	1,250.00	3.85
6000 OFFICE EXPENSE						
6010-00 OFFICE SUPPLIES	500.00	0.00	0.00	0.00	500.00	0.00
6012-00 OFFICE/COMPUTER EQUIPMENT	500.00	0.00	0.00	0.00	500.00	0.00
6025-00 PRINTING AND DUPLICATING	100.00	0.00	0.00	0.00	100.00	0.00
6045-00 MEMBERSHIP DUES & PUBLICATIONS	700.00	0.00	352.00	0.00	348.00	50.29
6050-00 POSTAGE AND DELIVERY SERVICE	100.00	86.00	86.00	0.00	14.00	86.00

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Expenditure Status Report

MONTEREY ONE WATER
5/1/2025 through 5/31/2025

05 CSIP Fund

055 RECLAMATION DISTRIBUTION O & M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
6060-00 OFFICE FURNISHINGS	300.00	0.00	0.00	0.00	300.00	0.00
Total OFFICE EXPENSE	2,200.00	86.00	438.00	0.00	1,762.00	19.91
6100 INFORMATION SYSTEMS EXPENSE						
6170-00 MISC SUPPORT SERVICES	3,300.00	0.00	2,962.31	0.00	337.69	89.77
Total INFORMATION SYSTEMS EXPENSE	3,300.00	0.00	2,962.31	0.00	337.69	89.77
6200 PROFESSIONAL SERVICES						
6231-00 OUTSIDE CONTRACT WORK	164,665.00	32.07	21,949.57	0.00	142,715.43	13.33
6238-00 TECHNICAL SUPPORT	58,085.00	5,263.94	29,138.15	29,384.61	-437.76	100.75
Total PROFESSIONAL SERVICES	222,750.00	5,296.01	51,087.72	29,384.61	142,277.67	36.13
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	4,000.00	0.00	3,810.96	0.00	189.04	95.27
7015-00 SCADA EQUIPMENT& SOFTWARE < \$2499	4,000.00	0.00	0.00	0.00	4,000.00	0.00
7025-00 LAB CHEMICAL SUPPLIES	3,200.00	99.05	574.92	0.00	2,625.08	17.97
7030-00 GENERAL LAB SUPPLIES	2,100.00	0.00	1,308.44	0.00	791.56	62.31
7035-00 HOSES	250.00	0.00	0.00	0.00	250.00	0.00
7040-00 OIL AND GREASE SUPPLIES	1,000.00	0.00	1,402.88	0.00	-402.88	140.29
7050-00 PAINT AND PAINT SUPPLIES	600.00	0.00	0.00	0.00	600.00	0.00
7055-00 PROTECTIVE CLOTHING	800.00	0.00	27.00	0.00	773.00	3.38
7065-00 SAFETY SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
7070-00 SMALL SHOP TOOLS	1,100.00	151.61	4,936.36	0.00	-3,836.36	448.76
7071-00 TOOLS \$250 < \$2499	1,000.00	987.72	4,906.74	0.00	-3,906.74	490.67
7090-00 GENERAL OPERATING SUPPLIES	15,794.00	383.83	9,584.76	0.00	6,209.24	60.69
Total OPERATING SUPPLIES	34,044.00	1,622.21	26,552.06	0.00	7,491.94	77.99
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	34,565.00	3,374.32	7,985.64	0.00	26,579.36	23.10
7230-00 EQUIPMENT RENTAL	4,000.00	0.00	2,939.14	0.00	1,060.86	73.48
7240-00 LAUNDRY SERVICES	2,500.00	778.76	3,712.97	0.00	-1,212.97	148.52

Expenditure Status Report

MONTEREY ONE WATER
5/1/2025 through 5/31/2025

05 CSIP Fund

055 RECLAMATION DISTRIBUTION O & M

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
Total CONTRACT SERVICES	41,065.00	4,153.08	14,637.75	0.00	26,427.25	35.65
7300 CHEMICALS						
Total CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00
7400 UTILITIES						
7425-00 ELECTRICITY-RECLAMATION	850,000.00	53,699.12	472,446.73	0.00	377,553.27	55.58
7440-00 GARBAGE DISPOSAL-RECLAMATION	1,200.00	0.00	0.00	0.00	1,200.00	0.00
7471-00 TELEPHONE-CELLULAR	0.00	159.95	992.44	0.00	-992.44	0.00
7490-00 WATER - DRINKING	880.00	0.00	702.67	0.00	177.33	79.85
Total UTILITIES	852,080.00	53,859.07	474,141.84	0.00	377,938.16	55.65
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS REPAIRS	10,000.00	0.00	76.65	0.00	9,923.35	0.77
7620-00 CNTRL.PANELS/INSTRUMENT REPAIR	36,750.00	0.00	30,611.16	0.00	6,138.84	83.30
7625-00 ELECT MOTOR REWINDS & REPAIR	15,000.00	0.00	0.00	0.00	15,000.00	0.00
7645-00 MONITORING/SAFETY EQUIP REPAIR	300.00	0.00	0.00	0.00	300.00	0.00
7670-00 PUMP REPAIR	5,000.00	0.00	0.00	0.00	5,000.00	0.00
7685-00 GENERAL EQUIPMENT REPAIR	52,000.00	3,166.50	26,977.07	0.00	25,022.93	51.88
Total MAINTENANCE & REPAIRS	119,050.00	3,166.50	57,664.88	0.00	61,385.12	48.44
7700 REIMBURSEABLE EXPENSES						
7797-00 VEHICLE MILEAGE CHARGES	17,500.00	0.00	0.00	0.00	17,500.00	0.00
7799-00 INDIRECT COSTS	328,198.00	27,349.83	300,848.13	0.00	27,349.87	91.67
Total REIMBURSEABLE EXPENSES	345,698.00	27,349.83	300,848.13	0.00	44,849.87	87.03
8000 NON-OPERATING EXPENSES						
8002-00 CAPITAL OUTLAY - EQUIPMENT	160,000.00	0.00	25,617.75	0.00	134,382.25	16.01
Total NON-OPERATING EXPENSES	160,000.00	0.00	25,617.75	0.00	134,382.25	16.01
Total CSIP Fund	2,780,598.50	145,057.68	1,578,136.43	29,384.61	1,173,077.46	57.81

Expenditure Status Report

MONTEREY ONE WATER
5/1/2025 through 5/31/2025

Grand Total	2,780,598.50	145,057.68	1,578,136.43	29,384.61	1,173,077.46	57.81
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Monterey One Water

SRDF Expenditures Report – May 2025

Monterey One Water

SRDF Expenditures Report - May 2025

7/14/2025

Account Description	Annual Budget	May 2025 Expenditures	YTD Expenditures	YTD Encumbered	YTD Total	% Used	FY 2025 Estimated Amount	Estimated Budget Variance
Salaries, Wages & Bens	84,256	23,113	148,262	0	148,262	176%	128,489	(44,233)
Office Expenses	5,441	0	5,441	0	5,441	100%	5,441	0
Information Systems Exp	5,460	0	2,962	0	2,962	54%	5,460	0
Professional Services	100,499	4,112	25,606	9,193	34,799	35%	60,000	40,499
Operating Supplies	10,800	397	5,571	0	5,571	52%	9,350	1,450
Contract Services	14,800	81	(3,303)	0	(3,303)	-22%	11,700	3,100
Chemicals	120,000	0	0	0	0	0%	262,500	(142,500)
Utilities	410,654	42,923	368,226	0	368,226	90%	563,000	(152,346)
Repairs & Maintenance	101,787	9,554	21,067	0	21,067	21%	65,052	36,735
Sludge Disposal Costs	500	0	0	0	0	0%	500	0
Indirect Costs	101,944	8,495	93,449	0	93,449	92%	101,944	0
Capital Outlay	330,000	478	23,491	199,700	223,191	68%	72,608	257,392
Total Expenditures	1,286,141	89,155	690,772	208,893	899,666	70%	1,286,044	97

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MONTEREY ONE WATER
5/1/2025 through 5/31/2025

06 SRDF Fund

057 SALINAS RIVER DIVERSION FACILITY O&M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
5000 SALARIES AND WAGE EXPENSE						
5010-00 REGULAR WAGES	1,218.63	0.00	1,218.63	0.00	0.00	100.00
5011-00 WAGES & BENEF ALLOCATED TO CIP	0.00	0.00	-110.05	0.00	110.05	0.00
5012-00 WAGES & BENEF.FROM DEPTS.	82,321.63	23,113.31	146,387.97	0.00	-64,066.34	177.82
5020-00 OVERTIME	23.92	0.00	23.92	0.00	0.00	100.00
5030-00 STANDBY PAY	98.99	0.00	98.99	0.00	0.00	100.00
5050-00 VACATION AND COMP	126.89	0.00	126.89	0.00	0.00	100.00
Total SALARIES AND WAGE EXPENSE	83,790.06	23,113.31	147,746.35	0.00	-63,956.29	176.33
5100 EMPLOYEE BENEFITS						
5110-00 DISABILITY & LIFE INSURANCE	5.43	0.00	5.43	0.00	0.00	100.00
5120-00 HEALTH INSURANCE	191.21	0.00	191.21	0.00	0.00	100.00
5130-00 STATE COMPENSATION INSURANCE	61.35	0.00	61.35	0.00	0.00	100.00
5140-00 PERS - RETIREMENT	165.17	0.00	165.17	0.00	0.00	100.00
5150-00 MEDICARE TAX BENEFIT	42.78	0.00	42.78	0.00	0.00	100.00
Total EMPLOYEE BENEFITS	465.94	0.00	465.94	0.00	0.00	100.00
5200 EMPLOYEE OTHER BENEFITS						
5225-00 TRAINING	0.00	0.00	50.00	0.00	-50.00	0.00
Total EMPLOYEE OTHER BENEFITS	0.00	0.00	50.00	0.00	-50.00	0.00
6000 OFFICE EXPENSE						
6012-00 OFFICE/COMPUTER EQUIPMENT	5,441.11	0.00	5,441.10	0.00	0.01	100.00
Total OFFICE EXPENSE	5,441.11	0.00	5,441.10	0.00	0.01	100.00
6100 INFORMATION SYSTEMS EXPENSE						
6170-00 MISC SUPPORT SERVICES	5,460.00	0.00	2,962.31	0.00	2,497.69	54.25
Total INFORMATION SYSTEMS EXPENSE	5,460.00	0.00	2,962.31	0.00	2,497.69	54.25
6200 PROFESSIONAL SERVICES						

Page: 1

Expenditure Status Report

MONTEREY ONE WATER
5/1/2025 through 5/31/2025

06 SRDF Fund

057 SALINAS RIVER DIVERSION FACILITY O&M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
6231-00 OUTSIDE CONTRACT WORK	60,499.00	0.00	9,799.06	0.00	50,699.94	16.20
6238-00 TECHNICAL SUPPORT	40,000.00	4,112.46	15,806.78	9,193.22	15,000.00	62.50
Total PROFESSIONAL SERVICES	100,499.00	4,112.46	25,605.84	9,193.22	65,699.94	34.63
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	1,000.00	0.00	648.95	0.00	351.05	64.90
7012-00 OPERATING EQUIPMENT	200.00	0.00	0.00	0.00	200.00	0.00
7015-00 SCADA EQUIPMENT& SOFTWARE < \$2499	1,500.00	0.00	0.00	0.00	1,500.00	0.00
7025-00 LAB CHEMICAL SUPPLIES	3,000.00	99.05	3,146.35	0.00	-146.35	104.88
7030-00 GENERAL LAB SUPPLIES	500.00	0.00	111.67	0.00	388.33	22.33
7035-00 HOSES/CLAMPS/CONNECTORS	200.00	0.00	0.00	0.00	200.00	0.00
7040-00 OIL AND GREASE SUPPLIES	800.00	0.00	0.00	0.00	800.00	0.00
7050-00 PAINT	500.00	0.00	0.00	0.00	500.00	0.00
7065-00 SAFETY SUPPLIES	300.00	0.00	0.00	0.00	300.00	0.00
7070-00 SMALL SHOP TOOLS < \$250	200.00	0.00	197.24	0.00	2.76	98.62
7071-00 TOOLS \$250 < \$2499	700.00	0.00	0.00	0.00	700.00	0.00
7090-00 GENERAL OPERATING SUPPLIES	1,900.00	298.36	1,467.01	0.00	432.99	77.21
Total OPERATING SUPPLIES	10,800.00	397.41	5,571.22	0.00	5,228.78	51.59
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	12,000.00	81.02	-3,302.76	0.00	15,302.76	27.52
7220-00 COMMUNICATIONS EQUIP. AND SERVICE	1,200.00	0.00	0.00	0.00	1,200.00	0.00
7230-00 EQUIPMENT RENTAL	1,600.00	0.00	0.00	0.00	1,600.00	0.00
Total CONTRACT SERVICES	14,800.00	81.02	-3,302.76	0.00	18,102.76	0.00
7300 CHEMICALS						
7320-00 CHLORINE - SRDF	120,000.00	0.00	0.00	0.00	120,000.00	0.00
Total CHEMICALS	120,000.00	0.00	0.00	0.00	120,000.00	0.00
7400 UTILITIES						
7425-00 ELECTRICITY - SRDF	410,618.00	42,922.89	368,219.82	0.00	42,398.18	89.67

Expenditure Status Report

MONTEREY ONE WATER
5/1/2025 through 5/31/2025

06 SRDF Fund

057 SALINAS RIVER DIVERSION FACILITY O&M

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
7471-00 CELLULAR SERVICE	36.00	0.00	6.00	0.00	30.00	16.67
Total UTILITIES	410,654.00	42,922.89	368,225.82	0.00	42,428.18	89.67
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS MAINT & REPAIRS	9,558.89	0.00	519.48	0.00	9,039.41	5.43
7615-00 CHLORINATOR/SULFONATOR MAINT & REPAIR	47,552.00	0.00	0.00	0.00	47,552.00	0.00
7620-00 CNTRL.PANELS/INSTRUMENT MAINT & REPAIR	13,776.00	0.00	2,090.83	0.00	11,685.17	15.18
7625-00 ELECT MOTOR REWINDS & MAINT & REPAIR	5,500.00	0.00	0.00	0.00	5,500.00	0.00
7645-00 MONITORING/SAFETY EQUIP MAINT & REPAIR	500.00	0.00	0.00	0.00	500.00	0.00
7670-00 PUMP MAINT & REPAIR-RTP	7,500.00	0.00	0.00	0.00	7,500.00	0.00
7685-00 GENERAL EQUIPMENT MAINT & REPAIR	17,400.00	9,554.04	18,456.80	0.00	-1,056.80	106.07
Total MAINTENANCE & REPAIRS	101,786.89	9,554.04	21,067.11	0.00	80,719.78	20.70
7700 REIMBURSEABLE EXPENSES						
7796-00 SLUDGE DISPOSAL COSTS	500.00	0.00	0.00	0.00	500.00	0.00
7799-00 INDIRECT COSTS	101,944.00	8,495.33	93,448.63	0.00	8,495.37	91.67
Total REIMBURSEABLE EXPENSES	102,444.00	8,495.33	93,448.63	0.00	8,995.37	91.22
8000 NON-OPERATING EXPENSES						
8002-00 CAPITAL OUTLAY - EQUIPMENT	330,000.00	0.00	23,012.50	199,700.22	107,287.28	67.49
8003-00 CAPITAL OUTLAY	0.00	478.32	478.32	0.00	-478.32	0.00
Total NON-OPERATING EXPENSES	330,000.00	478.32	23,490.82	199,700.22	106,808.96	67.63
Total SRDF Fund	1,286,141.00	89,154.78	690,772.38	208,893.44	386,475.18	69.95
Grand Total	1,286,141.00	89,154.78	690,772.38	208,893.44	386,475.18	69.95



County of Monterey

Item No.8

Board Report

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

Legistar File Number: WRAFIN 25-064

August 01, 2025

Introduced: 7/25/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Set next meeting date and discuss future agenda items.

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

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

WHEREAS, the CONTRACTOR entered into an Agreement for Professional Services (hereinafter “Agreement”) with Agency on July 5, 2022, and processed an Amendment No. 1 on August 30, 2022; and

WHEREAS, the Agency and CONTRACTOR wish to enter into Amendment No. 2 to amend the Agreement to extend the term of the Agreement to June 30, 2026; 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:

The term of this agreement shall begin on **July 5, 2022**, by CONTRACTOR and Agency, and will terminate on **June 30, 2026**, unless earlier terminated as provided herein.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated July 12, 2022.

This space left blank intentionally

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

DocuSigned by:

Ara Aghderian

1F182FFB49A2435...
General Manager

8/9/2023 | 2:20 PM PDT
Dated:

Approved as to Fiscal Provisions:

DocuSigned by:

Patricia Ruiz

E79EF64E57454F6...
Deputy Auditor/Controller

8/8/2023 | 10:56 AM PDT
Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Kelly L. Donlon

22D690CA05A940B...
Assistant County Counsel

8/8/2023 | 10:42 AM PDT
Dated:

CONTRACTOR

Chad Masching

By:

Signature

Chad Masching, Vice President

Printed Name and Title

8/2/2023

Dated:

By:

Signature

Bill Rettberg, Senior Vice President

Printed Name and Title

Dated:

8/7/23

DocuSigned by:

Juan Pablo Lopez

A59152F49ADC476...

Juan Pablo Lopez, Principal Administrative Analyst

8/8/2023 | 1:56 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.

**MONTEREY COUNTY WATER RESOURCES AGENCY
AND FIELDMAN, ROLAPP AND ASSOCIATES, INC.
AGREEMENT FOR SERVICES**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Fieldman, Rolapp & Associates, 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:

Creating a 10-year financial forecasting model and financial plan.
 - (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 3, 2023 by CONTRACTOR and Agency, and will terminate on August 3, 2028, unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is ninety thousand dollars _____,

(\$ 90,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us and to the Contract Administrator listed in Section 26.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.
15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

CONTRACTOR's designated principal responsible for administering
CONTRACTOR's work under this Agreement shall be
Robert A. Porr, Executive Vice President

Agency’s designated administrator of this Agreement shall be
Ara Azhedrian, General Manager

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: Ara Azhedrian, GM	Name: Robert A. Porr, EVP
Address: 1441 Schilling Place - North	Address: 19900 MacArthur Irvine, CA 92612
Telephone: 831.755.4860	Telephone: 949.660.7323
Fax: 831.424.7935	Fax:
E-Mail: AzhedrianA@co.monterey.ca.us	E-Mail: rporr@fieldman.com

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

**MONTEREY COUNTY WATER RESOURCES AGENCY
AND FIELDMAN, ROLAPP & ASSOCIATES, 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

Date: 8/17/2023 | 8:34 AM PDT

CONTRACTOR:

BY: 

Type Name: Robert A. Porr

Title: Executive Vice President

Date: August 2, 2023

BY: 

Type Name: Lora A Nichols

Title: Vice President

Date: August 2, 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.


(_____)
Agreement/Amendment No # (_____)

Approved as to form ¹:

Approved as to fiscal provisions:

DocuSigned by:


22D690CA05A940B...
Assistant County Counsel

DocuSigned by:

A59152F49ADC476...
Administrative Analyst

Dated: 8/16/2023 | 8:19 AM PDT

Dated: 8/16/2023 | 1:36 PM PDT

County Counsel – Risk Manager:

DocuSigned by:

E79EF64E57454E6...

Auditor-Controller ²:

Dated: _____

Dated: 8/16/2023 | 1:20 PM PDT

¹ Approval by County Counsel is required, and/or when legal services are rendered
² Approval by Auditor-Controller is required

EXHIBIT A - SCOPE OF WORK

Scope of Services

A. Phase I – Development of Financial Model and Funding Strategy. Completion within 6 months of contract execution.

Financial Review

- a. Review and analysis of historical financial results;
- b. Review of the current year adopted budget (capital and operations) and amendments, if any;
- c. Review of the Agency's CIP;
- d. Review of fund balances and investments along with expected expenses to determine liquidity levels and amounts available to meet capital expenditures, if any;
- e. Review the Agency's reserve and debt management policies;
- f. Developing a debt capacity analysis; and
- g. Evaluating opportunities to refinance outstanding debt.
- h. Other tasks as directed by the Agency.

Financial Model and Long-Range Financial Plan

- (i) Create a financial model that will be an aggregation of the revenues, operational expenses, and capital expenditures of the Agency and its funds to produce a customary revenue-supported cash flow with key credit criteria, such as days cash and debt service coverage as outputs. The model permits us to advise the Agency in connection with (a) revenue requirements, (b) potential sources of capital funding, (c) possible credit rating outcomes, and (d) timing for the execution of debt. The financial model will meet the requirements of WIFIA and credit rating agencies.
- (ii) Incorporate debt structures into the financial model, including but not limited to traditional municipal securities, loans through the California State Water Resources Control Board, loans through the Water Infrastructure and Finance Innovation Act ("WIFIA") program and cash from reserves or from future cash flow. Our analysis will examine the benefits and drawbacks of each of the municipal securities.
- (iii) Develop an overview of a financial plan that will provide approximate timing and amounts to be borrowed and identify the securities to be used to generate proceeds for the CIP.
- (iv) Create, or revise as necessary, debt management and reserve policies that provide a practical approach to supporting the implementation of the long-range financial plan.
- (v) Working with the Agency's legal team to develop financial covenants which will be intended to optimize the Agency's credit rating, if possible.
- (vi) If directed by the Agency, draft a long-range financial plan ("LRFP") document in addition to the financial model, that accurately reflects the LRFP.
- (vii) Recommend a specific course of action to secure the funding of the CIP.
- (viii) Other tasks as directed by the Agency.

EXHIBIT B - FEE SCHEDULE

The table below shows our current hourly rates.

Personnel	Hourly Rate
Executive Officer	\$395.00
Principal	\$385.00
Executive / Senior Vice President	\$375.00
Vice President	\$320.00
Assistant Vice President	\$295.00
Senior Associate	\$265.00
Associate	\$235.00
Analyst	\$130.00
Administrative Assistant	\$95.00

Expenses

Expenses will be billed separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference calls, and computer charges. Advances made on behalf of the District for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the District upon prior authorization. For Robert and Lora to attend a meeting at the Agency's offices in Monterey we estimate the cost to the Agency would be approximately \$6,500, which includes airfare, meals and travel time.

Costs Sheets and Rates

Please refer to the cost sheet below for our estimate of fees and expenses in connection with the creation of a financial model and plan. If directed by Staff, Consultant will incorporate the LRFP and financial model into a separate detailed document. Our fees and expenses will be invoiced monthly, but they are not contingent.

Our travel expenses are estimated at \$6,420, based on Robert and Lora attending a single meeting in Monterey. Expenses include airfare (assuming ticket prices of \$700 per passenger), transportation to and from airports, travel time for each passenger and meals. We will work with Agency Staff to do our best to minimize travel and travel-related expenses.

Financial Model and Plan						
SERVICES	PORR EXECUTIVE VP	NICHOLS VICE PRESIDENT	REDMON ASSISTANT VP	MARC INTERN/ANALYST	BENNETT ADMIN. ASSISTANT	TOTAL
Hourly Rate	\$375	\$320	\$295	\$130	\$95	
Financial Review - Review overall financial status of the Agency; review budgets, audits and Strategic Plan and other relevant planning documents	10	10	0	12	1	33
Finance Plan - provide financing options by conducting studies and analyses determining the appropriate and cost-effective financing methods, terms, security, and repayment structures relative to the Agency's current finances	4	8	0	16	1	29
Finance Plan - provide debt affordability/capacity analysis in relation to existing debt. Evaluate the feasibility of utilizing existing revenue sources and the need for additional revenue sources	4	8	0	8	1	21
Finance Plan - develop a pro-forma financial model and prepare a capital financing plan for the Agency's 10-year Water System CIP	12	84	0	62	1	159
Quality control review	6	4	6	3	1	20
Recommendation - advice on the amount, type of financing vehicle, maturity structure and market timing of the transaction, as well as the credit structure, call provisions, and repayment terms to obtain the lowest practical interest cost	4	8	0	8	0	20
Recommendation - develop a funding strategy in the form of a memo and PowerPoint presentation	4	5	0	5	4	18
Prepare for and attendance at meetings as requested, including Finance and Board Agency meetings (will vary depending upon scope, nature of matter). Excludes travel time.	8	8	0	4	4	24
Memo Highlighting Funding Strategy	4	2		1	3	10
Total Hours	56	137	6	119	16	324
TOTAL ESTIMATED HOURLY COST	\$21,000	\$43,840	\$1,770	\$15,470	\$1,496	\$83,576
Travel, if required, estimated per trip						\$6,420
TOTAL ESTIMATED COSTS INCLUDING 1 TRIP						\$89,996

EXHIBIT C

DELIVERABLES

Required Document Formats

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

Long-Range Financial Model in excel

Memorandum highlighting funding strategy