

County of Monterey

*Cayenne Room
1441 Schilling Place
Salinas, CA 93901*



Meeting Agenda

Tuesday, February 18, 2025

8:30 AM

SPECIAL MEETING

Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or
Cayenne Room, 1441 Schilling Place, Salinas, Ca 93901

Water Resources Agency Board of Directors

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

Participation in meetings:

You may attend the Board of Directors meeting through the following methods:

1. You may attend in person

2. Attend via Zoom (info below) or observe the live stream of the Board of Directors meetings at http://monterey.granicus.com/ViewPublisher.php?view_id=19 or <http://www.mgtvonline.com/>

**3. For ZOOM participation please join by computer audio at:
<https://montereycty.zoom.us/j/99769079850>**

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: 997 6907 9850 when prompted. Please note there is no Participant Code, you will just press # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

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

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

Participacion en Reuniones:

Puede asistir a la reunion de la Junta Directiva a traves de los siguientes metodos:

1. Podar asistir personalmente a la reunion; o,
2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por http://monterey.granicus.com/ViewPublisher.php?view_id=19 o <http://www.mgtvonline.com/>
3. Para participar for ZOOM, por favor únase for audio de computadora por:
[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/99769079850)

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

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

Cuando se le solicite, ingrese este número de reunión: 997 6907 9850. Por favor tenga en cuenta que no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.

Se le colocará en la reunion como asistente; cuando desee hacer un comentario público si esta unido por la computadora utilice la opción de levantar la mano en el chat de la pantalla; o por teléfono presione *9 en su teclado.

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

4. Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envíe su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion.. Envíe su comentario al Secretario de la junta al correo electronico WRAPubliccomment@countyofmonterey.gov <mailto:WRAPubliccomment@countyofmonterey.gov> Para ayudar al Secretario a identificar el artículo de la agenda relacionado con su comentario, por favor indique en la linea de asunto del correo electronico el cuerpo de la reunion (es decir, la Agenda de la Junta Directiva) y el número de artículo (es decir, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.

Call to Order at 8:30 A.M.

Roll Call

Public Comments on Closed Session Items

1. Closed Session under Government Code section 54950, relating to the following items:
 - a. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the General Manager.

Note: Continuance of Closed Session to be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

Recess to Closed Session

Reconvene Meeting at 9:00 A.M.

Pledge of Allegiance

Public Comment

Appointments

2. Appoint committee members to the Monterey County Water Resources Agency Basin Management Advisory Committee.

Public Comment

Consent Calendar

3. Approve the Action Minutes of January 21, 2025.

Attachments: [draft BOD Minutes January 21, 2025](#)

4. Receive the Monterey County Water Resources Agency Fiscal Year 2023-24 Financial Report. (Staff: Nan K. Kim)

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

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

Attachments: [Board Report](#)
[Resolution No. 24-311](#)
[Funding Agreement Number 4600015952](#)
[Professional Service Agreement](#)
[Board Order](#)

6. Authorize the General Manager to initiate support for Bill HR471, the Fix Our Forests Act. (Staff: Ara Azhderian)

Attachments: [Board Report](#)
[ACWA FAC Memo RE: HR471 Fix Our Forests Act 01.23.2025](#)
[Bill HR471 Fix Our Forests Act Westerman et al](#)
[DRAFT LTR WRA Fix Our Forests Act \(HR 471\) Padilla-Schiff](#)
[DRAFT LTR WRA Fix Our Forests Act \(HR 471\) Panetta-Lofgren](#)
[Board Order](#)

7. Authorize the General Manager to initiate support for Bill HR338, the Every Drop Counts Act. (Staff: Ara Azhderian)

Attachments: [Board Report](#)
[ACWA FAC Memo RE HR338 Every Drop Counts Act 01.23.2025](#)
[DRAFT HR338 the Every Drop Counts Act Costa et al](#)
[DRAFT LTR WRA Every Drop Counts Act \(HR 338\) Panetta-Lofgren](#)
[Board Order](#)

8. Approve an Agreement for Services with FlowWest, Inc. in the dollar amount of \$275,000 for work to be performed related to the Monterey County Water Resources Agency Flood Emergency Response Project (Project). (Staff: Peter Kwiek)

Attachments: [Board Report](#)
[Draft Professional Service Agreement](#)
[Board Order](#)

9. Approve Amendment No. 1 to the Agreement for Services with Don Chapin

Company for a dollar amount increase of \$5,000, not to exceed \$131,000 for the repair of a damaged section of culvert at the Blanco drainage ditch. (Staff: Jason Demers)

Attachments: [Board Report](#)
[Amendment No. 1 Don Chapin \(Blanco Culvert \\$126k\)](#)
[Board Order](#)

10. Approve Amendment No. 1 to the Service Agreement with A. Teichert & Son, Inc. dba Teichert Construction for on-call repair services for CSIP, to extend the term length to July 31st, 2027, and a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1. (Staff: Peter Vannerus)

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

11. Authorize the General Manager to initiate an S&P Global Credit Rating Evaluation in the fiscal-year ending 2026. (Staff: Ara Azhderian)

Attachments: [Board Report](#)
[Board Order](#)

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

Attachments: [Board Report](#)
[SVBGSA R1 Subgrant Agreement](#)
[Amend #1 SVBGSA R1 Subgrant Agreement](#)
[Amend #2 SVBGSA R1 Subgrant Agreement](#)
[Request Amend #3 SVBGSA R1 Subgrant Agreement](#)
[Board Order](#)

13. Authorize the General Manager to enter into an Amended Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding for services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), in the amount not to exceed \$400,000; and recommend that the Monterey County Water Resources Agency Board of Directors authorize the General

Manager to execute up to two no-cost amendments to the Subgrant Agreement.
(Staff: Shaunna Murray)

Attachments: [Board Report](#)
[SGM R2 Subgrant Agreement MCWRA](#)
[SGM R2 Amendment1 Exhibits A thru C](#)
[Board Order](#)

Information Items

14. 2024 Annual Groundwater Elevation Contours and Cumulative Change Chart. (Staff: Guillermo Diaz-Moreno)

Attachments: [2024 Annual GWL Contours](#)

15. Reservoir Storage Release Update. (Staff: Chris Calderon and Peter Kwiek)

Attachments: [Reservoir Storage Release Update Report](#)

Board of Directors Comments

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: WRAG 25-023

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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

a. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the General Manager.

Note: Continuance of Closed Session to be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.



County of Monterey

Item No.2

Board Report

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

Legistar File Number: WRAG 25-028

February 18, 2025

Introduced: 2/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Appoint committee members to the Monterey County Water Resources Agency Basin Management Advisory Committee.



County of Monterey

Item No.3

Board Report

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

Legistar File Number: WRAG 25-016

February 18, 2025

Introduced: 2/5/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve the Action Minutes of January 21, 2025.

County of Monterey

*Cayenne Room
1441 Schilling Place
Salinas, CA 93901*



Meeting Minutes

Tuesday, January 21, 2025

12:00 PM

Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or in-person at: 1441 Schilling Place, Salinas CA - Cayenne Room

Water Resources Agency Board of Directors

*Mike LeBarre, Chair
Matt Simis, Vice Chair
Mark Gonzalez
Deidre Sullivan
Ken Ekelund
Mike Scattini
Jason Smith
John Baillie*

Participation in meetings:

You may attend the Board of Directors meeting through the following methods:

1. You may attend in person
2. Attend via Zoom (info below) or observe the live stream of the Board of Directors meetings at http://monterey.granicus.com/ViewPublisher.php?view_id=19 or <http://www.mgtvonline.com/>
3. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/99769079850>

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: 997 6907 9850 when prompted. Please note there is no Participant Code, you will just press # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

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

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

Participacion en Reuniones:

Puede asistir a la reunion de la Junta Directiva a traves de los siguientes metodos:

1. Podar asistir personalmente a la reunion; o,
2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por http://monterey.granicus.com/ViewPublisher.php?view_id=19 o <http://www.mgtvonline.com/>
3. Para participar for ZOOM, por favor únase for audio de computadora por:
[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/99769079850)

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

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

Cuando se le solicite, ingrese este número de reunión: 997 6907 9850. Por favor tenga en cuenta que no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.

Se le colocará en la reunion como asistente; cuando desee hacer un comentario público si esta unido por la computadora utilice la opción de levantar la mano en el chat de la pantalla; o por teléfono presione *9 en su teclado.

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

4. Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envíe su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion.. Envíe su comentario al Secretario de la junta al correo electronico WRAPubliccomment@countyofmonterey.gov mailto:WRAPubliccomment@countyofmonterey.gov Para ayudar al Secretario a identificar el

artículo de la agenda relacionado con su comentario, por favor indique en la línea de asunto del correo electrónico el cuerpo de la reunión (es decir, la Agenda de la Junta Directiva) y el número de artículo (es decir, el Artículo No. 10). Su comentario se colocará en el registro de la reunión de esta Junta.

NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to corresponding Board Report.

PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.

THE BOARD RECESSES FOR CLOSED SESSION AGENDA ITEMS: Closed Session may be held at the conclusion of the Board's Agenda, or at any other time during the course of the meeting, before or after the scheduled time, announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

Call to Order at 12:00 P.M.

The meeting was called to order at 12:00 p.m.

Roll Call

Present: Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini (arrived at 1:08 p.m.), Jason Smith, John Baillie.
Absent: None.

Public Comments on Closed Session Items

None.

1. Closed Session under Government Code section 54950, relating to the following items:
 - a. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.
 - b. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the General Manager.
 - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation: *California-American Water Company, et al. v. Marina Coast Water District, et al.*, San Francisco County Superior Court Case No. CGC-15-546632.

Note: Continuance of Closed Session to be held at the conclusion of the Board's Regular

Agenda, or at any other time during the course of the meeting announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

Recess to Closed Session

The Board of Directors recessed to Closed Session at 12:01 p.m.

Reconvene Meeting at 1:00 P.M.

The meeting reconvened at 1:01 p.m.

Pledge of Allegiance

ADDITIONS AND CORRECTIONS BY CLERK: The Clerk of the Board will announce agenda corrections and proposed additions, which may acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Public Comment

Bill Lipe.

Presentations

Board of Directors Comments: John Baillie

Staff Comments: Paul Sciuto, Monterey One Water General Manager

Public Comments: Bill Lipe

2. Monterey One Water and Water Resources_Agency Update of Reconciliation Process. (Presenting: Ara Azhderian and Paul Sciuto)

Appointments

3. Appoint chairs for the committees of the Monterey County Water Resources Agency Board of Directors.

The Board of Director Chair appointed the 2025 Committee Chairs:Basin Management Advisory: Matt Simis; Finance: Director John Baillie; Personnel and Administration: Director Mark Gonzalez; Planning: Director Deidre Sullivan; Reservoir Operations Advisory: Ken Ekelund.

Director Comments: None

Staff Comments: None

Public Comments: Bill Lipe

Public Comment

Consent Calendar

Upon Motion by Director Jason Smith and Second by Deidre Sullivan the Board approved the Consent Calendar.

Ayes: Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Jason Smith,

John Baillie.

Noes: None.

Absent: None

Abstained: None.

Recused: None.

Board of Director Comments: None.

Public Comments: None.

4. Approve the Action Minutes of December 16, 2024.

Attachments: [Draft BOD Minutes December 16, 2024](#)

5. Approve an Amendment to the Conflict of Interest Code for the Monterey County Water Resources Agency. (Staff: Ara Azhderian)

Attachments: [Board Report](#)

[Conflict of Interest Code 2025 \(redline\)](#)

[Conflict of Interest Code 2025 \(clean\)](#)

[Board Order](#)

6. Adopt the 2025 Monterey County Water Resources Agency Board of Directors and Committees Meeting Calendar. (Staff: Eva Gonzales)

Attachments: [2025 Board of Directors Meeting Dates](#)

[2025 Committee Meeting Dates](#)

[Board Order](#)

Action Items

7. Consider authorizing the General Manager to enter into a Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding for services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), in the amount not to exceed \$250,000; and authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement. (Staff Presenting: Amy Woodrow)

Attachments: [Board Report](#)

[SGM R2 Subgrant Agreement MCWRA](#)

[Board Order](#)

[SVBGSA Subgrant Round 2 PPT](#)

Upon Motion by Director John Baillie, and Second by Director Mark Gonzalez authorized the General Manager to enter into a Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding for services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), in the amount not to exceed \$250,000; and authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement.

Ayes: Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Jason Smith, John Baillie.

Noes: None.

Absent: None

Abstained: None.

Board of Directors Comments: None

Public Comment: Bill Lipe, Thomas Virsik

Key Information and Calendar of Events

8. January, February and March 2025 Calendars.

Attachments: [January 2025](#)
[February 2025](#)
[March 2025](#)

Key Information and Calendar of Events Clerk updated time change for Finance Committee at 8:30 a.m. and Personnel and Administration at 10:00 a.m held on the first Friday of the month.

General Manager's Report

Directors Comments: Mike LeBarre, Mark Gonzalez.

Staff Comments: None

Public Comments: Bill Lipe

- 9.
- Personnel
 - Dam Safety Funding
 - Monterey Peninsula Water Management District PWMx Proposed Water Allocation
 - Association of California Water Agencies
 - Regulatory/Legislative Activities
 - Other

Attachments: [2025.01.15 LTR WRA to MPWMD RE Comments on Proposed Ordinance #196](#)

Committee Reports

10. Committee Agenda's and Cancellation Notices for December 2024 and January 2025:
- Water Resources Agency Reservoir Operations Advisory Committee Agenda
 - Joint Water Resources/Board of Supervisors Leadership Committee Reschedule Notice

- Water Resources Agency Basin Management Advisory Committee Agenda
- Water Resources Agency Planning Committee Agenda
- Water Resources Personnel and Administration Committee Cancellation Notice
- Water Resources Agency Finance Committee Agenda

Attachments: [Final ResOps Agenda December 12, 2024](#)
[JBL Rescheduling Notice Dec. 2024](#)
[BMAC January Cancellation Notice 2025](#)
[Final Planning Agenda January 8, 2025](#)
[P&A Jan. Cancellation Notice](#)
[Final Finance Agenda Jan. 17, 2025](#)

Information Items

11. Well Permit Application Activities Update. (Staff: Guillermo Diaz-Moreno)

Attachments: [Well Permit Application Activities Update](#)
[Table 1 - Summary of Well Permits Received](#)

12. Reservoir Storage & Release Update. (Staff: Peter Kwiek)

Attachments: [Reservoir Storage Release Update Report](#)

Board of Directors Comments

John Baillie, Ken Ekelund, Mark Gonzalez, Matt Simis, Mike LeBarre, Jason Smith.

Adjournment

The meeting adjourned at 2:02 p.m.



County of Monterey

Item No.4

Board Report

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

Legistar File Number: WRAG 25-017

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Receive the Monterey County Water Resources Agency Fiscal Year 2023-24 Financial Report.
(Staff: Nan K. Kim)

RECOMMENDATION:

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

Receive the Monterey County Water Resources Agency Fiscal Year 2023-24 Financial Report.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) Fiscal Year 2023-24 (FY24) Adopted Budget totals \$52.15 million in expenditures and \$48.89 million in revenue. On January 23, 2024, Board of Supervisors of the Agency approved amendments to Fund 112 (Pajaro Levee) and Fund 116 (Dam Operations) budgets with appropriations increases by \$2,712,000 and revenue increases by \$1,212,000 to fund costs of additional maintenance and repair activities at Pajaro Levee. Agency’s FY24 Amended Budgets are \$54,860,209 in expenditures and \$50,097,830 in revenue.

Agency’s total actual revenue received in FY24 was \$36.52 million, which was 73% of FY24’s revenue budget. The total actual expenditure in FY24 were \$40.76 million, which was 74% of the budgeted expenditures. In addition, \$105,000 was moved from unassigned fund balance to capital project BSA in Fund 116, with an ending fund balance of \$735,000

Summary of Agency’s consolidated fund balance for FY24 is as follows:

	Amended Budget	Actual
FY24 Fund Balance	\$25,163,601	\$25,163,601
FY24 Revenues	50,097,830	36,522,350
FY24 Expenditures	(54,860,209)	(40,764,223)
Capital Project Assignment		(105,000)
FY24 Fund Balance (use)	(4,786,643)	(4,346,873)
FY24 Ending Fund Balance	\$20,401,222	\$20,816,728

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Due to a significant variance between budgeted and actual revenues realized of Fund 116, FY24

actual ending fund balance of Fund 116 is approximately \$2 million lower than estimated when the Fiscal Year 2024-25 (FY25) was developed. Staff has been monitoring Fund 116 expense and revenue status in FY25 and regularly reporting updates to Finance Committee.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4860

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

Attachments:

1. FY24 Financial Status Report



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 25-017

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Receive the Monterey County Water Resources Agency Fiscal Year 2023-24 Financial Report.

RECOMMENDATION:

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

Receive the Monterey County Water Resources Agency Fiscal Year 2023-24 Financial Report.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) Fiscal Year 2023-24 (FY24) Adopted Budget totals \$52.15 million in expenditures and \$48.89 million in revenue. On January 23, 2024, Board of Supervisors of the Agency approved amendments to Fund 112 (Pajaro Levee) and Fund 116 (Dam Operations) budgets with appropriations increases by \$2,712,000 and revenue increases by \$1,212,000 to fund costs of additional maintenance and repair activities at Pajaro Levee. Agency’s FY24 Amended Budgets are \$54,860,209 in expenditures and \$50,097,830 in revenue.

Agency’s total actual revenue received in FY24 was \$36.52 million, which was 73% of FY24’s revenue budget. The total actual expenditure in FY24 were \$40.76 million, which was 74% of the budgeted expenditures. In addition, \$105,000 was moved from unassigned fund balance to capital project BSA in Fund 116, with an ending fund balance of \$735,000

Summary of Agency’s consolidated fund balance for FY24 is as follows:

	Amended Budget	Actual
FY24 Fund Balance	\$25,163,601	\$25,163,601
FY24 Revenues	50,097,830	36,522,350
FY24 Expenditures	(54,860,209)	(40,764,223)
<u>Capital Project Assignment</u>		<u>(105,000)</u>
FY24 Fund Balance (use)	(4,786,643)	(4,346,873)
FY24 Ending Fund Balance	\$20,401,222	\$20,816,728

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Due to a significant variance between budgeted and actual revenues realized of Fund 116, FY24 actual ending fund balance of Fund 116 is approximately \$2 million lower than estimated when the

Fiscal Year 2024-25 (FY25) was developed. Staff has been monitoring Fund 116 expense and revenue status in FY25 and regularly reporting updates to Finance Committee.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4860

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

Attachments:

1. FY24 Financial Status Report



TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
FY 2023-24 Financial Status Report



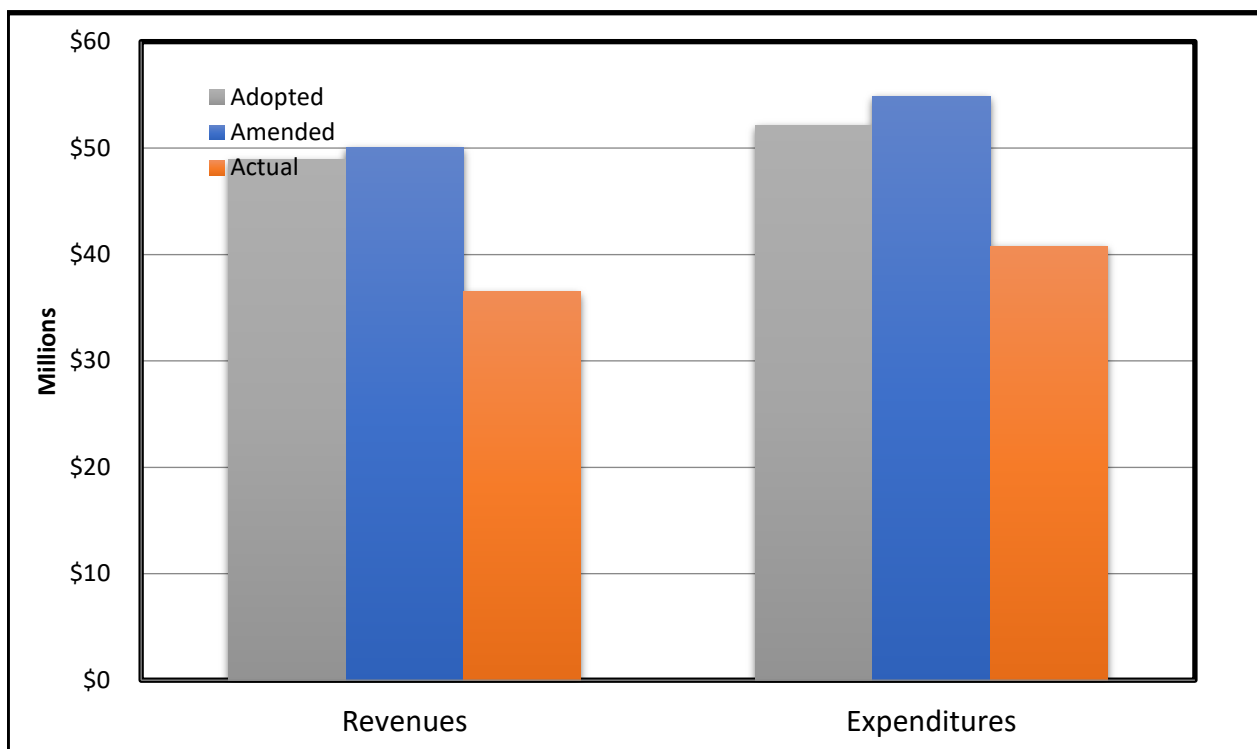
**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2023-24 FINANCIAL STATUS REPORT**

For Month Ending: June 30, 2024

Budget Variance Analysis

Category	Adopted Budget	Amended Budget	YTD Actual
Beginning Available Fund Balance	25,163,601	25,163,601	25,163,601
Revenues	48,885,830	50,097,830	36,522,350
Expenditures	52,148,209	54,860,209	40,764,223
Ending Available Fund Balance	21,901,222	20,401,222	20,816,728 *

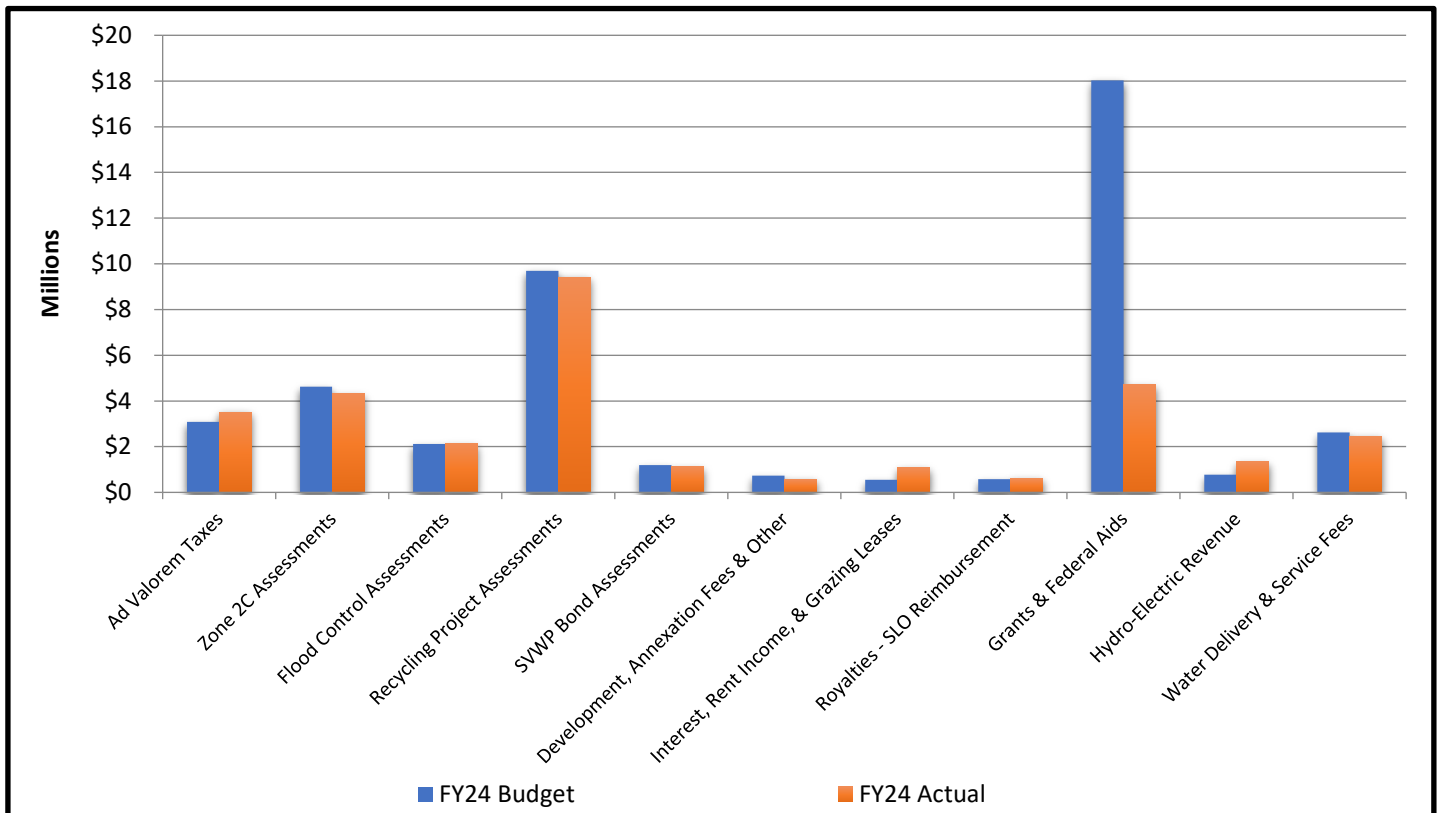
* includes capital project fund balance assingment



MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2023-24 FINANCIAL STATUS REPORT

Revenue Variance

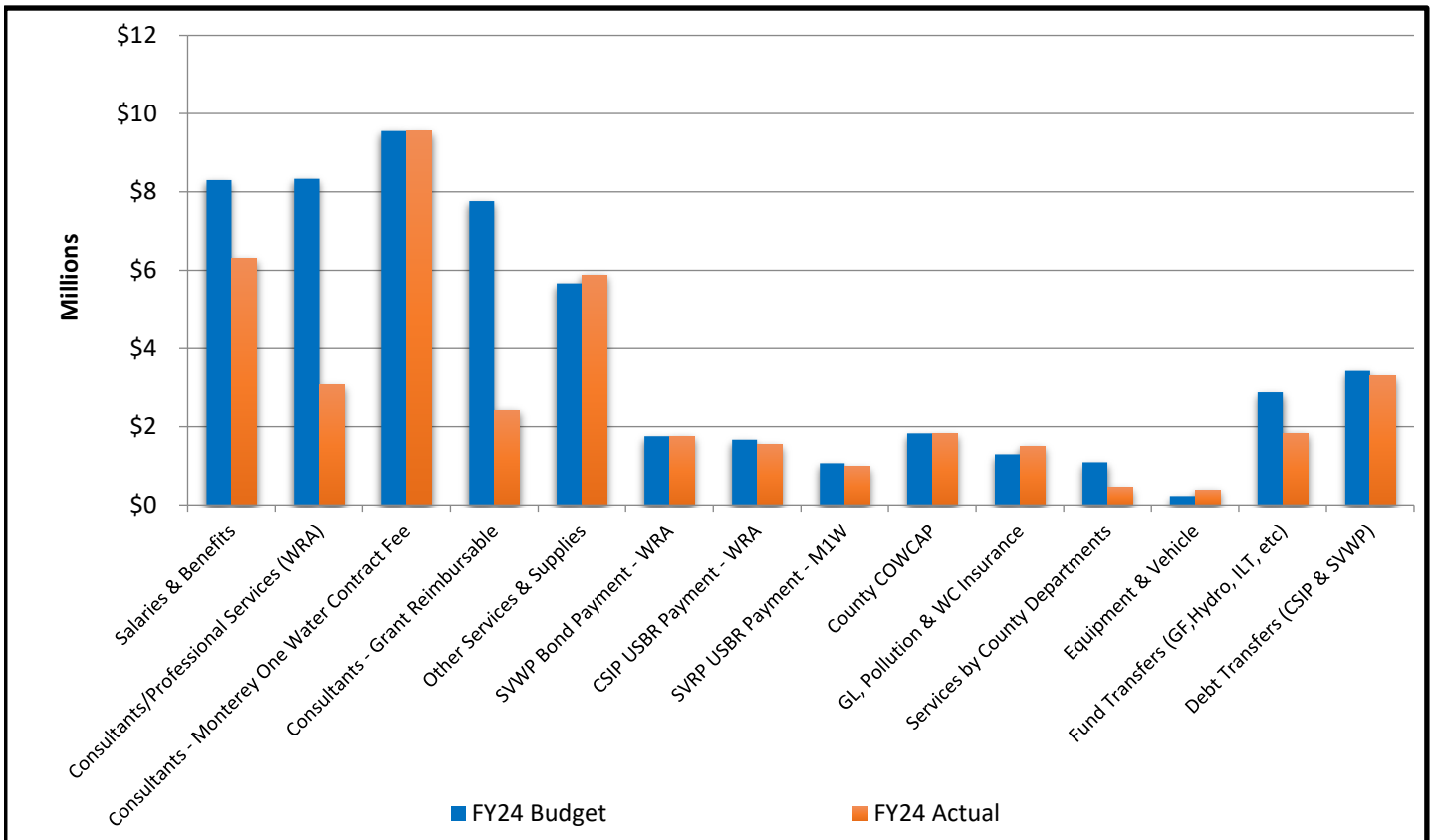
Revenue Variance by Source					
	FY24 Budget	% of Budget	FY24 Actual	% of Actual	Variance from Budget
Ad Valorem Taxes	3,084,317	6.2%	3,516,520	9.6%	114.0%
Zone 2C Assessments	4,619,495	9.2%	4,321,086	11.8%	93.5%
Flood Control Assessments	2,116,008	4.2%	2,141,320	5.9%	101.2%
Recycling Project Assessments	9,693,962	19.4%	9,408,219	25.8%	97.1%
SVWP Bond Assessments	1,199,766	2.4%	1,122,045	3.1%	93.5%
Development, Annexation Fees & Other	737,619	1.5%	575,298	1.6%	78.0%
Interest, Rent Income, & Grazing Leases	547,528	1.1%	1,091,161	3.0%	199.3%
Royalties - SLO Reimbursement	582,600	1.2%	614,071	1.7%	105.4%
Grants & Federal Aids	18,029,290	36.0%	4,710,087	12.9%	26.1%
Hydro-Electric Revenue	772,856	1.5%	1,345,925	3.7%	174.1%
Water Delivery & Service Fees	2,621,654	5.2%	2,461,003	6.7%	93.9%
Transfers In (from other Funds)	2,669,398	5.3%	1,923,148	5.3%	72.0%
Debt Transfer (USBR CSIP & SVWP)	3,423,338	6.8%	3,292,467	9.0%	96.2%
TOTAL:	50,097,830	100.0%	36,522,350	100.0%	72.9%



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2023-24 FINANCIAL STATUS REPORT**

Expenditure Variance

Expenditure Variance by Type					
	FY24 Budget	% of Budget	FY24 Actual	% of Actual	Variance from Budget
Salaries & Benefits	8,301,533	15.1%	6,296,413	15.4%	75.8%
Consultants/Professional Services (WRA)	8,336,361	15.2%	3,062,674	7.5%	36.7%
Consultants - Monterey One Water Contract Fee	9,557,314	17.4%	9,557,314	23.4%	100.0%
Consultants - Grant Reimbursable	7,765,716	14.2%	2,414,630	5.9%	31.1%
Other Services & Supplies	5,660,911	10.3%	5,874,938	14.4%	103.8%
SVWP Bond Payment - WRA	1,755,338	3.2%	1,755,338	4.3%	100.0%
CSIP USBR Payment - WRA	1,668,000	3.0%	1,537,129	3.8%	92.2%
SVRP USBR Payment - M1W	1,063,000	1.9%	979,419	2.4%	92.1%
County COWCAP	1,828,247	3.3%	1,829,892	4.5%	100.1%
GL, Pollution & WC Insurance	1,296,068	2.4%	1,500,908	3.7%	115.8%
Services by County Departments	1,092,504	2.0%	441,808	1.1%	40.4%
Equipment & Vehicle	230,575	0.4%	385,223	0.9%	167.1%
Fund Transfers (GF,Hydro, ILT, etc)	2,881,304	5.3%	1,836,069	4.5%	63.7%
Debt Transfers (CSIP & SVWP)	3,423,338	6.2%	3,292,467	8.1%	96.2%
TOTAL:	54,860,209	100.0%	40,764,223	100.0%	74.3%



FY 2023-24 WRA Fund Balances

For Month Ending: June 30, 2024

% Monthly Time Elapsed: 100.00%

Fund	Unit	Fund Name	FY24 Amended BUDGET			Actual - Final			FY24	
			Beginning Fund Balance	Fund Balance Use	Estimated Ending Fund Balance	YTD Actual Expenditures	YTD Actual Revenue	Fund Balance Use	Actual Ending Fund Balance	Fund
111	8267	WRA Administration	4,310,741	(464,748)	3,845,993	4,712,356	4,642,688	(69,669)	4,241,073	111
112	8484	Pajaro Levee	1,243,368	(1,196,435)	46,933	2,825,819	2,545,891	(279,928)	963,440	112
116	8485	Dam Operations*	4,302,888	524,039	4,826,927	10,002,723	7,505,243	(2,602,480)	1,700,407	116
121	8486	Soledad Storm Drain	287,577	(41,468)	246,109	87,664	103,795	16,131	303,708	121
122	8487	Reclamation Ditch	1,283,668	2,510	1,286,178	2,034,583	2,052,028	17,444	1,301,112	122
124	8488	San Lorenzo Creek	31,644	(4,269)	27,375	42,657	47,611	4,954	36,598	124
127	8489	Moro Cojo Slough	596,684	(369,740)	226,944	289,908	104,494	(185,414)	411,271	127
130	8490	Hydro-Electric Ops	1,414,742	(186,070)	1,228,672	718,494	1,381,633	663,140	2,077,882	130
131	8491	CSIP Operations	3,247,842	(381,073)	2,866,769	6,156,190	5,347,672	(808,517)	2,439,324	131
132	8492	SVRP Operations	2,642,341	(1,333,807)	1,308,534	6,092,632	6,105,677	13,046	2,655,387	132
134	8493	SRDF Operations	3,407,279	(1,384,284)	2,022,995	3,028,073	2,290,473	(737,601)	2,669,678	134
303	8267	CSIP Debt Service	770,672	0	770,672	1,537,129	1,537,129	0	770,672	303
313	8494	Debt Services	1,035,749	0	1,035,749	1,755,338	1,756,334	997	1,036,746	313
426	8495	Interlake Tunnel	588,406	72,966	661,372	1,480,657	1,101,682	(378,975)	209,431	426
TOTAL:			25,163,601	(4,762,379)	20,401,222	40,764,223	36,522,350	(4,346,873)	20,816,728	

MCWRA Assigned Fund Balance Summary					
Fund	Fund Name	BSA	Description	Changes in FY24	FY24 Ending Balance
111	Administration Fund	3066	Canyon Del Rey Improvement		12,200
116	Dam Operations	3115	Cloud Seeding Reserve		125,000
116	Dam Operations	3123	Capital Project	105,000	735,000
116	Dam Operations	2875	Advance Payments - Naci	(270,265)	5,892,735
122	Reclamation Ditch	3115	Markeley Swamp Reserve		245,158
131	CSIP Operations	2569	USBR Loan Reserve	286	254,473
426	Interlake Tunnel	2875	Advance Payments - ILT	(1,055,093)	744,395



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _

**RECEIVE THE MONTEREY COUNTY WATER
RESOURCES AGENCY FISCAL YEAR 2023-24
FINANCIAL REPORT.**

Upon motion of Director, seconded by Director, and carried by those members present, the Board of Directors hereby:

Receive the Monterey County Water Resources Agency Fiscal Year 2023-24 Financial Report.

PASSED AND ADOPTED on this **18th** day of **February 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.5

Board Report

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

Legistar File Number: WRAG 25-022

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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

RECOMMENDATION:

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

- a. Authorize the General Manager to execute an Agreement for Services (“Agreement”) with Balance Hydrologics for a total contract amount not to exceed \$142,300 to complete hydraulic modeling for the Carmel River Flooding Impacts Study; and
- b. Authorize the General Manager to execute up to two no-cost amendments to the Agreement.

SUMMARY/DISCUSSION:

In March 2023, the Monterey County Water Resources Agency (“Agency”) coordinated with Senator John Laird’s office to develop a proposal for a study to identify potential mitigation for flooding along the Carmel River near Dampierre Park and Paso Hondo in Carmel Valley. With Senator Laird’s leadership, the July 2023 Assembly Bill 102 designated \$230,000 in funding for the Agency to conduct the Carmel River Flooding Impacts Study (“Study”).

In September 2024, the Agency Board of Supervisors authorized the Agency to receive funds to complete the Study (Attachment 1). In December 2024, the Agency entered into funding agreement number 4600015952 (“Funding Agreement”) with the Department of Water Resources of the State of California (“DWR”) to provide \$230,000 for the Study (Attachment 2).

The Study work plan described in the Funding Agreement includes tasks to refine the existing hydraulic model of the Carmel River; identify project alternatives that can be conceptually scoped to minimize flood risk and hazards to developed portions of the Study area; and complete flow simulations to evaluate comparative outcomes of the simulated projects. Balance Hydrologics has been identified as the consultant who will complete these tasks related to hydraulic modeling in the Study work plan. The components of the Study that Balance Hydrologics will be working on are expected to be completed between March 2025 and December 2025 (Attachment 3).

There is also an element of public outreach and engagement for the Study, which will be coordinated with other County departments, local agencies, and stakeholder groups.

At its February 7, 2025, meeting, the Finance Committee recommended moving this item forward to the Board of Directors.

OTHER AGENCY INVOLVEMENT:

Hydraulic model refinements and project simulations will be developed in consultation with County of Monterey Housing and Community Development and the Monterey Peninsula Water Management District. Stakeholder outreach is being coordinated with District 5 - Office of Supervisor Kate Daniels. Funding for the Study is administered through the Department of Water Resources.

FINANCING:

Funding to complete the work described in the Agreement was designated in July 2023 Assembly Bill 102 and is being provided to the Agency through funding agreement number 4600015952 with the Department of Water Resources of the State of California (Attachment 2).

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

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

Attachments:

1. Attachment 1 - Resolution No. 24-311
2. Attachment 2 - Funding Agreement Number 4600015952
3. Attachment 3 - Agreement for Services with Balance Hydrologics
4. Board Order



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 25-022

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to execute an Agreement for Services (“Agreement”) with Balance Hydrologics for a total contract amount not to exceed \$142,300 to complete hydraulic modeling for the Carmel River Flooding Impacts Study; and authorize the General Manager to execute up to two no-cost amendments to the Agreement.

RECOMMENDATION:

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

- a. Authorize the General Manager to execute an Agreement for Services (“Agreement”) with Balance Hydrologics for a total contract amount not to exceed \$142,300 to complete hydraulic modeling for the Carmel River Flooding Impacts Study; and
- b. Authorize the General Manager to execute up to two no-cost amendments to the Agreement.

SUMMARY/DISCUSSION:

In March 2023, the Monterey County Water Resources Agency (“Agency”) coordinated with Senator John Laird’s office to develop a proposal for a study to identify potential mitigation for flooding along the Carmel River near Dampierre Park and Paso Hondo in Carmel Valley. With Senator Laird’s leadership, the July 2023 Assembly Bill 102 designated \$230,000 in funding for the Agency to conduct the Carmel River Flooding Impacts Study (“Study”).

In September 2024, the Agency Board of Supervisors authorized the Agency to receive funds to complete the Study (Attachment 1). In December 2024, the Agency entered into funding agreement number 4600015952 (“Funding Agreement”) with the Department of Water Resources of the State of California (“DWR”) to provide \$230,000 for the Study (Attachment 2).

The Study work plan described in the Funding Agreement includes tasks to refine the existing hydraulic model of the Carmel River; identify project alternatives that can be conceptually scoped to minimize flood risk and hazards to developed portions of the Study area; and complete flow simulations to evaluate comparative outcomes of the simulated projects. Balance Hydrologics has been identified as the consultant who will complete these tasks related to hydraulic modeling in the Study work plan. The components of the Study that Balance Hydrologics will be working on are expected to be completed between March 2025 and December 2025 (Attachment 3).

There is also an element of public outreach and engagement for the Study, which will be

coordinated with other County departments, local agencies, and stakeholder groups.

At its February 7, 2025, meeting, the Finance Committee recommended moving this item forward to the Board of Directors.

OTHER AGENCY INVOLVEMENT:

Hydraulic model refinements and project simulations will be developed in consultation with County of Monterey Housing and Community Development and the Monterey Peninsula Water Management District. Stakeholder outreach is being coordinated with District 5 - Office of Supervisor Kate Daniels. Funding for the Study is administered through the Department of Water Resources.

FINANCING:

Funding to complete the work described in the Agreement was designated in July 2023 Assembly Bill 102 and is being provided to the Agency through funding agreement number 4600015952 with the Department of Water Resources of the State of California (Attachment 2).

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

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

Attachments:

1. Attachment 1 - Resolution No. 24-311
2. Attachment 2 - Funding Agreement Number 4600015952
3. Attachment 3 - Agreement for Services with Balance Hydrologics
4. Board Order

Before the Board of Supervisors of the Monterey County Water Resources Agency County of Monterey, State of California

Resolution No. 24-311

Resolution authorizing the Monterey County Water Resources Agency to)
enter into an agreement with the State of California Department of Water)
Resources to receive \$230,000 in funding for the Carmel River Flood)
Study; and authorizing the Monterey County Water Resources Agency)
General Manager, or designee, to execute the agreement and any)
amendments thereto, and to submit any required documents, invoices, and)
reports required to obtain State funds on behalf of the Monterey County)
Water Resources Agency.)

WHEREAS, the July 2023 Assembly Bill 102 designated \$230,000 in funding to the Monterey County Water Resources Agency, for its Carmel River Flood Study, an investigation of flooding events and evaluation of mitigation options along the Carmel River (collectively, the “Project”); and

WHEREAS, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources (“CDWR”); and

WHEREAS, the Water Authority agrees that the funds should be allocated by CDWR to the Monterey County Water Resources Agency; and

WHEREAS, CDWR requires a resolution from the Board of Supervisors of the Monterey County Water Resources Agency authorizing the Monterey County Water Resources Agency to enter into an agreement with CDWR to receive funds and to authorize the General Manager to execute the agreement.

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

Authorizes the Monterey County Water Resources Agency to enter into an agreement with the State of California Department of Water Resources to receive \$230,000 in funding for the Carmel River Flood Study; and authorizes the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain State funds on behalf of the Monterey County Water Resources Agency.

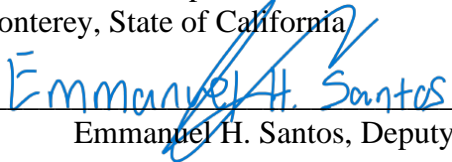
PASSED AND ADOPTED on this 10th day of September 2024, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on September 10, 2024.

Dated: September 11, 2024
File ID: WRAG 24-134
Agenda Item No. 2

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


Emmanuel H. Santos, Deputy

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT NUMBER 4600015952**

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

1. **PURPOSE.** State shall provide funding from the Budget Act of 2023 (Stats. 2023, ch. 249, § 207) to Funding Recipient to assist in financing the Carmel River Flooding Impacts Study (Project).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$230,000.
4. **DISBURSEMENT OF FUNDS.** State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
5. **ELIGIBLE PROJECT COST.** Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:
 - A. Purchase of equipment not an integral part of the Project.
 - B. Purchase of water supply not an integral part of the Project.
 - C. Replacement of existing funding sources for ongoing programs.
 - D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
 - E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
6. **METHOD OF PAYMENT.** State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a "wet signature." State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice and the time period covered by the invoice.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs incurred during that time period.
 - v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient's Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State's Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

7. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
 - A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations.
 - B. Making any false warranty, representation, or statement with respect to this Funding Agreement.
 - C. Failure to operate or maintain Project in accordance with this Funding Agreement.
 - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - E. Failure to submit timely progress reports.
 - F. Failure to routinely invoice State.
 - G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent

via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- a. Declare the funding be immediately repaid at the time of the default.
- b. Terminate the Funding Agreement.
- c. Take any other action that it deems necessary to protect its interests.

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

8. **CONTINUING ELIGIBILITY.** Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:
 - A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).
 - B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.
 - C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
 - D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.
 - E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.
 - F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
9. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.

- A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or via e-mail to the State's Project Manager. Annual Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.
- B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.
10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
- C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.
- A. Notices may be transmitted by any of the following means:
- i. By delivery in person.
 - ii. By certified U.S. mail, return receipt requested, postage prepaid.
 - iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - iv. By electronic means.
- B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: 916-902-6713
e-mail: Arthur.Hinojosa@water.ca.gov

Monterey County Water Resources Agency
Ara Azhderian
General Manager
1441 Schilling Place, North Building
Salinas, CA 93901
Phone 831-755-4860
e-mail: AzhderianA@countyofmonterey.gov

Direct all inquiries to the Project Manager:

Department of Water Resources
Marisela Pavlenko, P.E.
Manager, Statewide Financial Assistance
Programs Unit
3464 El Camino Ave., Suite 200
Sacramento, CA 95821-6310
Phone: 916-820-7697
Marisela.Pavlenko@water.ca.gov

Monterey County Water Resources Agency
Amy Woodrow, P.G.
Senior Water Resources Hydrologist
1441 Schilling Place, North Building
Salinas, CA 93901
Phone: 831-755-4860
e-mail: WoodrowA@countyofmonterey.gov

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


13. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – State Audit Document Requirements for Funding Recipients

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

MONTEREY COUNTY WATER RESOURCES
AGENCY



Arthur Hinojosa
Manager, Division of Regional Assistance
Date 12/18/2024




Ara Azhderian
General Manager
Date 12/18/2024

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency (if applicable)



Robin Brewer, Assistant General Counsel
Office of the General Counsel
Date 12/18/2024



Kelly Donlon
Chief Assistant County Counsel
Date 12/18/2024

EXHIBIT A WORK PLAN

PROJECT: Carmel River Flooding Impacts Study

IMPLEMENTING AGENCY: Monterey County Water Resources Agency

PROJECT DESCRIPTION: The objectives of the Project are to update a hydraulic model of the area surrounding the Paso Hondo area in Carmel Valley, California to better understand the dynamics of the Carmel River that lead to flooding impacts; develop and evaluate conceptual flood control elements; and engage with local landowners, interested parties, and agencies to discuss potential actions for implementation of a future project or flood prevention program.

Budget Category A: Administration

Task A.1: Agreement Administration

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling invoices for submittal to DWR.

Deliverables

- Annual Invoices and associated backup documentation

Task A.2: Reporting

The Funding Recipient will be responsible for compiling progress reports for submittal to DWR. The Funding Recipient may retain consultants as needed to prepare and submit progress reports and final project completion report, as well as the funding agreement completion report.

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

Deliverables

- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2
- Annual Progress Reports
- Final Funding Agreement Completion Report

Budget Category B: Permitting and Environmental Documentation

Not Applicable.

Budget Category C: Planning and Design

Task C.1: Background Data Collection

Compile and review information that will inform an assessment of existing flood hazards in the Project area. This effort will also serve to identify opportunities and constraints used to select and develop project alternatives.

Deliverables

- Summary documentation of data sources identified

Task C.2: Hydraulic Model Refinements and Simulations

Spatial datasets and other information gathered in Task C.1 will be used to populate an existing hydraulic model of the Carmel River. These datasets are anticipated to include, but not be limited to: topographic data, historical and current aerial photographs, land cover information, building footprints, parcel boundaries, and Federal Emergency Management Agency (FEMA) mapping. Three different flow simulations will be completed as part of the modeling analysis. Model simulations will be completed for the January 2023, 10-year and 100-year flood events, though a flood frequency analysis will be completed to assess if the extended period of record has a substantial impact on peak flow estimates.

Deliverables

- Technical memorandum on existing conditions hydraulic modeling

Task C.3: Project Alternatives Development and Modeling

Four project alternatives will be developed using the hydraulic model described in Task C.2. Each alternative will be scoped at a conceptual level with the primary objective of minimizing flood risk and hazard to developed portions of the Study area. The analysis of alternatives will include comparative project cost estimates and high-level discussion of the type and scale of impacts that could be reasonably expected from implementation of each alternative.

Deliverables

- Technical memorandum on project alternatives concepts and modeling

Task C.4: Public Engagement

The Funding Recipient will collaborate with organized stakeholder groups, other County departments, and external local agencies to host up to two public workshops about the Project. Additional public outreach efforts will be made using various forms of media, communications platforms, and established meetings of public agencies to solicit historical data and input on project alternatives.

Deliverables

- Meeting agendas
- Meeting sign-in sheets and presentation materials

Budget Category D: Construction

Not Applicable.

**EXHIBIT B
BUDGET**

PROJECT: Carmel River Flooding Impacts Study

Budget Category	State Funds	Agency Cost	Total Project Cost
A: Administration	\$30,000	\$0	\$30,000
B: Permitting and Environmental Documentation	N/A	N/A	N/A
C: Planning and Design	\$200,000	\$0	\$200,000
D: Construction	N/A	N/A	N/A
Total	\$230,000	\$0	\$230,000

**EXHIBIT C
SCHEDULE**

PROJECT: Carmel River Flooding Impacts Study

DESCRIPTION	START	FINISH
A: Administration	12/1/2024	03/31/2026
B: Permitting and Environmental Documentation	N/A	N/A
C: Planning and Design	3/1/2025	11/30/2025
D: Construction	N/A	N/A

EXHIBIT D
STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2023 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to the State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 7.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Funding Recipient:** Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Funding Recipient:** Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. Funding Recipient's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation, and employee assistance programs, and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
- ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its

contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

- D.18. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. **INDEMNIFICATION:** Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20. **INDEPENDENT CAPACITY:** Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.22. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.23. **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.24. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.25. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.26. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.27. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.28. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.29. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30. **PROJECT ACCESS:** The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.31. **REMAINING BALANCE:** In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.32. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.33. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.
- D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.
- D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

- C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

Legistar File ID No. WRAG 24-134 Agenda Item No. 2

Before the Board of Supervisors of the Monterey County Water Resources Agency County of Monterey, State of California

Resolution No. 24-311

Resolution authorizing the Monterey County Water Resources Agency to)
enter into an agreement with the State of California Department of Water)
Resources to receive \$230,000 in funding for the Carmel River Flood)
Study; and authorizing the Monterey County Water Resources Agency)
General Manager, or designee, to execute the agreement and any)
amendments thereto, and to submit any required documents, invoices, and)
reports required to obtain State funds on behalf of the Monterey County)
Water Resources Agency.)

WHEREAS, the July 2023 Assembly Bill 102 designated \$230,000 in funding to the Monterey County Water Resources Agency, for its Carmel River Flood Study, an investigation of flooding events and evaluation of mitigation options along the Carmel River (collectively, the "Project"); and

WHEREAS, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources ("CDWR"); and

WHEREAS, the Water Authority agrees that the funds should be allocated by CDWR to the Monterey County Water Resources Agency; and

WHEREAS, CDWR requires a resolution from the Board of Supervisors of the Monterey County Water Resources Agency authorizing the Monterey County Water Resources Agency to enter into an agreement with CDWR to receive funds and to authorize the General Manager to execute the agreement.

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

Authorizes the Monterey County Water Resources Agency to enter into an agreement with the State of California Department of Water Resources to receive \$230,000 in funding for the Carmel River Flood Study; and authorizes the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain State funds on behalf of the Monterey County Water Resources Agency.

Legistar File ID No. WRAG 24-134 Agenda Item No. 2

PASSED AND ADOPTED on this 10th day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on September 10, 2024.

Dated: September 11, 2024

File ID: WRAG 24-134

Agenda Item No. 2

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

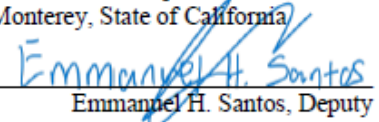

Emmanuel H. Santos, Deputy

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

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

1. **PROGRESS REPORTS**

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Briefly describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION (as applicable)

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

COST INFORMATION (as applicable)

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

SCHEDULE INFORMATION (as applicable)

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure
 - Include all internal and external costs not previously disclosed
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

EXHIBIT G

STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and _____, a _____ hereinafter called "CONTRACTOR".

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

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

 - (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 _____, by CONTRACTOR and Agency, and will terminate on _____, 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 _____, (\$_____).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@countyofmonterey.gov and to the Contract Administrator listed in Section 27.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

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

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

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

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

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

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

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
22. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
23. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
24. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on Contractor’s behalf in the performance of this Agreement.
25. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
26. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
27. Contract Administrators.

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

Agency’s designated administrator of this Agreement shall be:

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

TO AGENCY	TO CONTRACTOR
Name: _____	Name: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
E-Mail: _____	E-Mail: _____

29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats.

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

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

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

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

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

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

CONTRACTOR:

BY:

BY:

Ara Azhderian
General Manager

Type Name: _____

Title: President/CEO

Date:

Date:

BY:

Type Name: _____

Title: V/P; COO

Date:

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

(_____)
Agreement/Amendment No # (_____)

Approved as to form ¹:

Approved as to fiscal provisions:

Chief Assistant County Counsel

Administrative Analyst

Dated: _____

Dated: _____

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: _____

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

Carmel River Flooding Impacts Study – Scope of Work and Work Schedule

Balance Hydrologics

Task 1. Backgrounding and Data Collection. Under this task Balance Hydrologics (Balance) staff will compile and review information for use in assessing the existing flood hazard along the study reach and to identify opportunities and constraints used to select and develop project alternatives. Spatial datasets covering the study reach of the Carmel River will be compiled into a project workmap that will be used to populate input to the hydraulic model, develop concepts for project alternatives, and to present outcomes from the study. Datasets will include, but not be limited to topographic data, current and historical aerial photographs, land cover information, building footprints, County parcel boundaries, and FEMA flood mapping.

A preliminary review of the LiDAR data (collected by the USGS in 2017) covering the study reach indicates there is adequate point coverage beneath the riparian canopy. Given this, a significant topographic mapping and survey effort is not recommended and instead a focused survey effort is proposed to capture spot elevations at key areas of interest that are either obstructed by vegetation or underwater. This task has been budgeted assuming survey data will be collected using RTK-GPS and/or total station methods by a two-person team across a two-day period. Along with the survey data collection effort, Balance staff will perform a site visit to identify high water marks from previous flood events, gather information on channel roughness, and to generally observe and document the condition of the river and adjacent overbank area along the study reach.

Lastly under this task, previous studies and other information covering this reach of the Carmel River (e.g. FEMA Flood Insurance Study, vegetation management plans, USGS gage data, etc.) along with photographs, videos, and news articles of past flood events will be compiled for use in parameterizing/calibrating the model, identifying opportunities and constraints, and informing the development of design alternatives.

Task 2. Existing Conditions Hydraulic Modeling. The current best available hydraulic model along the study reach is the HEC-RAS model included as part of the FEMA Flood Insurance Study. This model, prepared in 2006, is relatively modern by FEMA standards but also limited given its one-dimensional structure that does not differentiate between flow in the river channel and flow along the developed overbank area. Additionally, this model may not fully capture variations in the current channel roughness and vegetation cover across the main channel, riparian floodplain, and developed overbank areas. In order to more accurately identify locations of overtopping from the main channel of the river into the developed north overbank and to assess the potential for design alternatives to minimize or eliminate that overtopping, we propose to update the model to take advantage of the two-dimensional routing capabilities within the HEC-RAS model package.

This task has been budgeted assuming the model domain will cover a reach extending from approximately 1,000 feet downstream of the Dampierre Park parking lot, upstream to the USGS Robles Del Rio gage (at the Esquiline Road bridge). Model simulations will be completed for the January 9, 2023, 10-, and 100-year flood events. The 10- and 100-year peak flow rates will most likely be set consistent with the FEMA study, but a Bulletin 17C flood frequency analysis will be completed for the peak flow data available at the USGS Robles Del Rio gage to assess if the extended period of record (including the floods in Waters Years 2017 and 2023) has a substantial impact on peak flow estimates.

The model will be calibrated through comparison of modeled water surface elevations to high water mark data (if available), flood photographs/videos, and gaged stage data at the USGS Robles Del Rio gage during the January 9, 2023 event. Output from the model will be presented in the form of spatially varied maximum water surface elevation, depth, and velocity plots for each of the three simulated flow scenarios.

While the model associated with the FEMA Flood Insurance Study will be reviewed and elements from that analysis will be used to inform and parameterize our model, an update to the FEMA model and associated floodplain mapping is not proposed as part of this phase of the project.

Task 3. Project Alternatives Development. Working closely with MCWRA staff, up to four project alternatives will be developed to a conceptual level, each with the primary objective of minimizing flood risk and hazard to the developed portions of the Paso Hondo overbank area. While the configuration of these project alternatives is not yet known, an example of the type of projects envisioned is provided below:

- Lower-cost levee alternative: Intended to bracket the lower-end cost of an earthen levee project paired with conveyance enhancement elements within the riparian corridor. Levees would be sited at key overtopping locations with impacted areas limited to public property, in areas with minimal potential to impact habitat, and with minimal impact to the park function and aesthetic.
- Higher-cost levee alternative: Intended to bracket the higher-end cost of an earthen levee and/or floodwall project paired with conveyance enhancement elements within the riparian corridor. Increased length/height of levees would be proposed to provide further reduction in flood hazards. Impacts to habitat, private property, and/or the park function and aesthetic would be balanced against the increased flood benefit that would result from the project.
- Overbank channel alternative: Re-envisioned Dampierre Park to provide increased flood conveyance through the park as opposed to the residential properties further to the north. May include lowered and repositioned playing fields and an adjacent lowered and naturalized floodplain terrace. May be paired with levee project alternative elements.
- Vegetation maintenance alternative: Includes vegetation thinning along the study reach of the Carmel River to increase channel conveyance. May be paired with another project alternative.

Project alternatives will be developed to a conceptual level and generally presented on a single plan-view figure with an embedded typical detail or cross-section as needed. “Rough” grading plans will be developed for each of the alternatives in order for key project elements to be incorporated into the two-dimensional model terrain (see Task 4 below). Detailed cost estimates, biological impacts assessments, permitting, and detailed structural/geotechnical analyses will not be completed for the project alternatives at this time. Rather, comparative project cost estimates will be provided (e.g. an overbank channel alternative will cost more than the lower-cost levee alternative) and high-level discussion of the type and scale of impacts resulting from each alternative will be presented (i.e. does an alternative encroach into the riparian vegetation, which alternative would require in-channel work, etc.) at this initial phase of the project.

Task 4. Project Alternatives Hydraulic Modeling. The hydraulic model developed under Task 2 will be used to evaluate the flood control benefits anticipated to result from each of the project alternatives defined under Task 3 with iteration anticipated between designs and simulations to optimize outcomes. Similar to the existing conditions model, the four project alternatives will be assessed against the January 9, 2023, 10-, and 100-year flood events (for a total of 12 formalized project alternative simulations). Output from the model will be presented primarily in the form of change (from existing conditions) in inundation extent and change in water surface elevation plots. Where relevant, the model will also be used to present information related to potential impacts to flow velocity magnitudes and directions.

Certain project alternatives may result in the need to define interior drainage solutions behind levees or floodwalls. This task has been budgeted assuming detailed modeling or sizing of interior drainage elements will not be completed at this phase of the project and that the concept designs will simply address the type and general scale of these project elements.

Task 5. Reporting. Balance staff will prepare a Draft Flood Control Alternatives Report that includes a summary of the collected background information, existing conditions hydraulic modeling, project alternatives concepts, and project alternatives modeling. The various benefits and costs of each project alternative will be presented to facilitate the selection of a preferred alternative for funding and implementation. Time is allotted within this task to review the findings of this report with MCWRA staff and receive feedback. Comments received from MCWRA staff and others will be incorporated into a Final Flood Control Alternatives Report.

Task 6. Communications and Project Management. Time is allotted under this task for remote meetings, routine project communication, and administrative tasks, up to the level of effort in the budget table.

Schedule

Work start date: March 2025

Task 1 completion date: April 2025

Task 2 completion date: June 2025

Task 3 completion date: October 2025

Task 4 completion date: October 2025

Task 5 completion date: November/December 2025

EXHIBIT B
Fee Schedule

**Table 1. Anticipated Staff Hours by Task
224052 Flood Control Alternatives for the Carmel River in Carmel Valley**

Task Number and Description	Principal	Senior Professional	Project Professional	Sr. Staff Professional	Staff Professional	Assistant Professional	GIS/CADD Senior Analyst	Sr. Proj Admin	Report Specialist	Labor Costs For Task
	Hourly Rate	\$245	\$210	\$195	\$190	\$170	\$155	\$155	\$145	
Task 1. Backgrounding and Data Collection	8	36		24	36		32			\$25,160.00
Task 2. Existing Conditions Hydraulic Modeling	8	64			48		36			\$29,140.00
Task 3. Project Alternatives Development	12	64			72		96			\$43,500.00
Task 4. Project Alternatives Hydraulic Modeling	8	48			48		24			\$23,920.00
Task 5. Reporting	8	24			12		12		6	\$11,530.00
Task 6. Communications and Project Management	8	16			4			8		\$7,160.00
Subtotal Hours	52	252		24	220		200	8	6	
Total Hours	762									

Notes:

TOTAL LABOR \$140,410.00

Expenses from Table 2 \$1,790.40

GRAND TOTAL \$142,200.40

Table 2. Estimated Costs
224052 Flood Control Alternatives for the Carmel River in Carmel Valley

Professional Fees	Rate	Hours	Allocation
Principal	\$245	52	\$12,740.00
Senior Professional	\$210	252	\$52,920.00
Project Professional	\$195	0	\$0.00
Senior Staff Professional	\$190	24	\$4,560.00
Staff Professional	\$170	220	\$37,400.00
Assistant Professional	\$155	0	\$0.00
GIS/CADD Senior Analyst	\$155	200	\$31,000.00
Senior Project Administrator	\$145	8	\$1,160.00
Report Specialist	\$105	6	\$630.00
Labor Subtotal (Table 1)			\$140,410.00
Expenses			
Direct Expenses			
Mileage	820 miles @	\$0.72	\$590.40
Mileage, 4-Wheel Drive*	miles @	\$0.75	\$0.00
Vehicle Rental			\$0.00
Equipment Costs	RTK survey equipment		\$600.00
Per Diems	@		\$0.00
Reimbursable Costs			
Other Travel, Subsistence	1 trips @	\$600	\$600.00
Express Mail, Deliveries			\$0.00
Maps and Aerial Photos			\$0.00
Outside Copying, Blueprint			\$0.00
Outside Consultants			\$0.00
Analytical Laboratory Fees			\$0.00
Materials and Supplies			\$0.00
Permits, Licenses or Agency Inspection fees	client responsibility		\$0.00
Printing ⁺			\$0.00
Other			\$0.00
Expenses Subtotal			\$1,790.40
ESTIMATED TOTAL			\$142,200.40
Contingency			\$0.00
TOTAL w/ CONTINGENCY			\$142,200.40
<i>Notes</i>			

* 4WD rates apply only if required by site conditions. See Balance policy re 4WD.

+Plotting costs vary according to complexity of design.

Project-related expenses will be billed at cost plus 10%; including work by outside consultants and analytical or testing laboratories



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _

**AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN)
AGREEMENT FOR SERVICES (“AGREEMENT”) WITH)
BALANCE HYDROLOGICS FOR A TOTAL CONTRACT AMOUNT)
NOT TO EXCEED \$142,300 TO COMPLETE HYDRAULIC)
MODELING FOR THE CARMEL RIVER FLOODING IMPACTS)
STUDY; AND AUTHORIZE THE GENERAL MANAGER TO)
EXECUTE UP TO TWO NO-COST AMENDMENTS TO THE)
AGREEMENT.)**

Upon motion of Director, seconded by Director, and carried by those members present, the Board of Directors hereby:

Authorize the General Manager to execute an Agreement for Services (“Agreement”) with Balance Hydrologics for a total contract amount not to exceed \$142,300 to complete hydraulic modeling for the Carmel River Flooding Impacts Study; and authorize the General Manager to execute up to two no-cost amendments to the Agreement.

PASSED AND ADOPTED on this **18th** day of **February 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.6

Board Report

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

Legistar File Number: WRAG 25-029

February 18, 2025

Introduced: 2/12/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to initiate support for Bill HR471, the Fix Our Forests Act. (Staff: Ara Azhderian)

RECOMMENDATION:

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

Authorize the General Manager to initiate support for Bill HR471, the Fix Our Forests Act.

SUMMARY/DISCUSSION:

On January 16, 2025, a bipartisan group of representatives, including Congressman Panetta, reintroduced HR471, which passed the House during the 118th Congress but failed to garner Senate attention. The bill encourages more active management of federal forest lands, improves the regulatory process for forest health projects on federal lands, promotes federal, state, and local government collaboration, coordinates federal grant programs to better serve communities in high fire risk areas, and expands the use of technologies to address wildfire threats. The bill was again passed by the House on January 23, 2025, and is currently looking for a Senate sponsor.

While the bill focuses largely on federal lands, it provides opportunities for expanded federal, state, and local collaboration, including sharing of tools and information, to improve fireshed and watershed management, water source and “at risk community” protection, and potential grant funding to minimize the risks of wildfire exposure, including loss of life and structures. Fireshed management areas may include non-federal land and rangelands. The proposed Water Source Protection Program aims to protect and restore watershed health, water supply and quality, municipal or agricultural water supply systems, and water-related infrastructure. The bill also aims to establish a Community Wildfire Risk Reduction Program to, in part, support interagency coordination in reducing wildfire risk, advance research, including support for non-federal research partners, encourage public-private partnerships to perform fuel management activities, and provide technical and financial assistance. The bill also provides the potential for post-fire restoration support.

HR471 is a sweeping proposal. The Association of California Water Agencies Federal Affairs Committee is maintaining its “support” position. The Agency has an interest in the success of this bill to potentially support watershed management and protection efforts on our ~24,000 acres of wildfire prone rangeland around Nacimiento and San Antonio reservoirs.

OTHER AGENCY INVOLVEMENT:

On February 10, 2025, the County of Monterey’s Legislative Committee adopted a “Support”

position and authorized their Intergovernmental & Legislative Affairs Division to work the bill.

FINANCING:

None.

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

Attachments:

1. ACWA FAC Memo RE: HR 471 Fix Our Forests Act
2. Bill HR471- Fix Our Forests Act - Westernman al. et.
3. Draft LTR WRA RE: HR471 Fix Our Forests Act - Support Padilla-Schiff
4. Draft LTR WRA RE: HR471 Fix Our Forests Act - Support Panetta-Lofgren
5. Board Order



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 25-029

February 18, 2025

Introduced: 2/12/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to initiate support for Bill HR471, the Fix Our Forests Act.

RECOMMENDATION:

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

Authorize the General Manager to initiate support for Bill HR471, the Fix Our Forests Act.

SUMMARY/DISCUSSION:

On January 16, 2025, a bipartisan group of representatives, including Congressman Panetta, reintroduced HR471, which passed the House during the 118th Congress but failed to garner Senate attention. The bill encourages more active management of federal forest lands, improves the regulatory process for forest health projects on federal lands, promotes federal, state, and local government collaboration, coordinates federal grant programs to better serve communities in high fire risk areas, and expands the use of technologies to address wildfire threats. The bill was again passed by the House on January 23, 2025, and is currently looking for a Senate sponsor.

While the bill focuses largely on federal lands, it provides opportunities for expanded federal, state, and local collaboration, including sharing of tools and information, to improve fire and watershed management, water source and “at risk community” protection, and potential grant funding to minimize the risks of wildfire exposure, including loss of life and structures. Fire and watershed management areas may include non-federal land and rangelands. The proposed Water Source Protection Program aims to protect and restore watershed health, water supply and quality, municipal or agricultural water supply systems, and water-related infrastructure. The bill also aims to establish a Community Wildfire Risk Reduction Program to, in part, support interagency coordination in reducing wildfire risk, advance research, including support for non-federal research partners, encourage public-private partnerships to perform fuel management activities, and provide technical and financial assistance. The bill also provides the potential for post-fire restoration support.

HR471 is a sweeping proposal. The Association of California Water Agencies Federal Affairs Committee is maintaining its “support” position. The Agency has an interest in the success of this bill to potentially support watershed management and protection efforts on our ~24,000 acres of wildfire prone rangeland around Nacimiento and San Antonio reservoirs.

OTHER AGENCY INVOLVEMENT:

On February 10, 2025, the County of Monterey’s Legislative Committee adopted a “Support” position and authorized their Intergovernmental & Legislative Affairs Division to work the bill.

FINANCING:

None.

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

Attachments:

1. ACWA FAC Memo RE: HR 471 Fix Our Forests Act
2. Bill HR471- Fix Our Forests Act - Westernman al. et.
3. Draft LTR WRA RE: HR471 Fix Our Forests Act - Support Padilla-Schiff
4. Draft LTR WRA RE: HR471 Fix Our Forests Act - Support Panetta-Lofgren
5. Board Order

Fix Our Forests Act ([H.R.471](#))

On January 16, 2025, House Natural Resources Committee Chairman Bruce Westerman (R-AR-4) and Congressman Scott Peters (D-CA-50) reintroduced the [Fix Our Forests Act \(H.R. 471\)](#). The bill is also supported by Congressional Western Caucus Chair Doug LaMalfa (R-CA-1). It is cosponsored by 20 members of the California delegation (including Congressman Peters and Congressman LaMalfa). The bipartisan legislation encourages more active management of federal forest lands, improves the regulatory process for forest health projects on federal lands, promotes federal, state and local government collaboration, coordinates federal grant programs to better serve communities in high fire risk areas, and expands the use of technologies to address wildfire threats. The bill will be brought to the House floor on January 23, 2025.

ACWA supported this legislation in the 118th Congress and, as the bill is substantially the same, is continuing its support in the 119th Congress.

Last year, during the 118th Congress, the House of Representatives passed the Fix Our Forests Act 268-151. Unfortunately, the bill did not see action in the U.S. Senate. ACWA supported this bill in the 118th Congress and is continuing to press for its passage in the 119th Congress.

Specifically, the legislation would:

- Improve federal agency collaboration by establishing an interagency Fireshed Center Office housed within the U.S. Forest Service that includes representatives from: USFS, DOI, DOE, DHS, DOD, FEMA, NOAA and NASA. The Fireshed Center would work to streamline decision making, procurement, data sharing, and other measures. The bill would also codify cross-boundary stewardship between federal, state, and tribal lands. Cross boundary stewardship would only be provided if requested by a state or tribe.
- Authorize targeted environmental streamlining by expanding the use of Categorical Exclusions (CE) including under power lines, codifies emergency NEPA, NHPA, and ESA regulations in certain high-risk areas. Clarifies that USFS/BLM are not required to reinitiate consultation on an approved land management plan if a new species is listed or critical habitat is designated. Permanently codifies 20 year stewardship contracts.
- Address litigation challenges by expanding litigation reforms found in the Infrastructure Investment and Jobs Act (IIJA) and Healthy Forest Restoration Act (no injunction if plaintiff is unlikely to succeed, and balance of harms when considering an injunction). Limits claims on fireshed management projects to 120 days after the agency announces a proposed action.
- Expand good neighbor authorities allowing revenue from timber sales to be retained by counties and tribes. Establishes a joint DOI/USDA Community Wildfire Defense Research Program.

119TH CONGRESS
1ST SESSION

H. R. 471

To expedite under the National Environmental Policy Act of 1969 and improve forest management activities on National Forest System lands, on public lands under the jurisdiction of the Bureau of Land Management, and on Tribal lands to return resilience to overgrown, fire-prone forested lands, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JANUARY 16, 2025

Mr. WESTERMAN (for himself, Mr. PETERS, Mr. TIFFANY, Mr. PANETTA, Mr. STAUBER, Mr. WHITESIDES, Mr. COLLINS, Mr. VASQUEZ, Mrs. KIM, Mr. COSTA, Mr. ZINKE, Mr. HARDER of California, Mr. JOHNSON of South Dakota, Mr. BERA, Mrs. KIGGANS of Virginia, Mr. GARAMENDI, Ms. MALOY, Mr. THOMPSON of California, Mr. BEGICH, Mr. CORREA, Mr. CRANK, Mr. GOLDEN of Maine, Mr. EZELL, Mr. MULLIN, Mr. HURD of Colorado, Ms. LEE of Nevada, Mr. VALADAO, Mr. GRAY, Mr. BARR, Mr. HOYER, Mr. CARTER of Georgia, Ms. PETERSEN, Mr. JOYCE of Pennsylvania, Mr. OBERNOLTE, Mr. WALBERG, Mr. LAMALFA, Mr. GOSAR, Ms. BOEBERT, Mr. MCCLINTOCK, Mr. ISSA, Mr. FONG, Ms. HAGEMAN, Mr. FRY, and Mr. AMODEI of Nevada) introduced the following bill; which was referred to the Committee on Natural Resources, and in addition to the Committees on Agriculture, and Science, Space, and Technology, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

A BILL

To expedite under the National Environmental Policy Act of 1969 and improve forest management activities on National Forest System lands, on public lands under the jurisdiction of the Bureau of Land Management,

and on Tribal lands to return resilience to overgrown, fire-prone forested lands, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
 2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the
 5 “Fix Our Forests Act”.

6 (b) TABLE OF CONTENTS.—The table of contents for
 7 this Act is as follows:

Sec. 1. Short title; table of contents.
 Sec. 2. Definitions.

TITLE I—LANDSCAPE-SCALE RESTORATION

Subtitle A—Addressing Emergency Wildfire Risks in High Priority Firesheds

Sec. 101. Designation of fireshed management areas.
 Sec. 102. Fireshed center.
 Sec. 103. Fireshed registry.
 Sec. 104. Shared stewardship.
 Sec. 105. Fireshed assessments.
 Sec. 106. Emergency fireshed management.
 Sec. 107. Sunset.

Subtitle B—Expanding Collaborative Tools to Reduce Wildfire Risk and
 Improve Forest Health

Sec. 111. Modification of the treatment of certain revenue and payments under
 good neighbor agreements.
 Sec. 112. Fixing stewardship end result contracting.
 Sec. 113. Intra-agency strike teams.
 Sec. 114. Locally-led restoration.
 Sec. 115. Joint Chiefs landscape restoration partnership program.
 Sec. 116. Collaborative forest landscape restoration program.
 Sec. 117. Utilizing grazing for wildfire risk reduction.
 Sec. 118. Water source protection program.
 Sec. 119. Watershed condition framework technical corrections.

Subtitle C—Litigation Reform

Sec. 121. Commonsense litigation reform.
 Sec. 122. Consultation on forest plans.

TITLE II—PROTECTING COMMUNITIES IN THE WILDLAND-URBAN
 INTERFACE

Sec. 201. Community wildfire risk reduction program.

- Sec. 202. Community wildfire defense research program.
- Sec. 203. Vegetation management, facility inspection, and operation and maintenance relating to electric transmission and distribution facility rights-of-way.
- Sec. 204. Categorical exclusion for electric utility lines rights-of-way.
- Sec. 205. Seeds of success.
- Sec. 206. Program to support priority reforestation and restoration projects of Department of the Interior.
- Sec. 207. Fire department repayment.

TITLE III—TRANSPARENCY, TECHNOLOGY, AND PARTNERSHIPS

Subtitle A—Transparency and Technology

- Sec. 301. Biochar innovations and opportunities for conservation, health, and advancements in research.
- Sec. 302. Accurate hazardous fuels reduction reports.
- Sec. 303. Public-private wildfire technology deployment and demonstration partnership.
- Sec. 304. GAO study on Forest Service policies.
- Sec. 305. Forest Service Western headquarters study.
- Sec. 306. Keeping forest plans current and monitored.
- Sec. 307. Container Aerial Firefighting System (CAFFS).
- Sec. 308. Study on pine beetle infestation.

Subtitle B—White Oak Resilience

- Sec. 311. White Oak Restoration Initiative Coalition.
- Sec. 312. Forest Service pilot program.
- Sec. 313. Department of the Interior white oak review and restoration.
- Sec. 314. White oak regeneration and upland oak habitat.
- Sec. 315. Tree nursery shortages.
- Sec. 316. White oak research.
- Sec. 317. USDA formal initiative.
- Sec. 318. Authorities.

TITLE IV—ENSURING CASUALTY ASSISTANCE FOR OUR FIREFIGHTERS

- Sec. 401. Wildland Fire Management Casualty Assistance Program.

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) **DIRECTOR.**—The term “Director” means
4 the Director of the Fireshed Center appointed under
5 section 102.

6 (2) **FIRESHED.**—The term “fireshed” means a
7 landscape-scale area that faces similar wildfire

1 threat where a response strategy could influence the
2 wildfire outcome.

3 (3) FIRESHED MANAGEMENT PROJECT.—The
4 term “fireshed management project” means a
5 project under section 106.

6 (4) FIRESHED REGISTRY.—The term “Fireshed
7 Registry” means the fireshed registry established
8 under section 103.

9 (5) FOREST PLAN.—The term “forest plan”
10 means—

11 (A) a land use plan prepared by the Bu-
12 reau of Land Management for public lands pur-
13 suant to section 202 of the Federal Land Policy
14 and Management Act of 1976 (43 U.S.C.
15 1712);

16 (B) a land and resource management plan
17 prepared by the Forest Service for a unit of the
18 National Forest System pursuant to section 6
19 of the Forest and Rangeland Renewable Re-
20 sources Planning Act of 1974 (16 U.S.C.
21 1604); or

22 (C) a forest management plan (as defined
23 in section 304 of the National Indian Forests
24 Resources Management Act (25 U.S.C. 3104))
25 with respect to Indian forest land or rangeland.

1 (6) GOVERNOR.—The term “Governor” means
2 the Governor or any other appropriate executive offi-
3 cial of an affected State or Indian Tribe or the Com-
4 monwealth of Puerto Rico.

5 (7) HAZARDOUS FUELS MANAGEMENT ACTIVI-
6 TIES.—The term “hazardous fuels management ac-
7 tivities” means any vegetation management activities
8 (or combination thereof) that reduce the risk of
9 wildfire, including mechanical thinning, mastication,
10 prescribed burning, cultural burning (as determined
11 by the applicable Indian Tribe), timber harvest, and
12 grazing.

13 (8) HFRA TERMS.—The terms “at-risk com-
14 munity”, “community wildfire protection plan”, and
15 “wildland-urban interface” have the meanings given
16 such terms, respectively, in section 101 of the
17 Healthy Forests Restoration Act of 2003 (16 U.S.C.
18 6511).

19 (9) INDIAN FOREST LAND OR RANGELAND.—
20 The term “Indian forest land or rangeland” means
21 land that—

22 (A) is held in trust by, or with a restriction
23 against alienation by, the United States for an
24 Indian Tribe or a member of an Indian Tribe;
25 and

1 (B)(i)(I) is Indian forest land (as defined
2 in section 304 of the National Indian Forest
3 Resources Management Act (25 U.S.C. 3103));
4 or

5 (II) has a cover of grasses,
6 brush, or any similar vegetation; or

7 (ii) formerly had a forest cover or veg-
8 etative cover that is capable of restoration.

9 (10) INDIAN TRIBE.—The term “Indian Tribe”
10 has the meaning given that term in section 4 of the
11 Indian Self-Determination and Education Assistance
12 Act (25 U.S.C. 5304).

13 (11) NATIONAL FOREST SYSTEM LANDS.—The
14 term “National Forest System lands” has the mean-
15 ing given the term in section 11(a) of the Forest
16 and Rangeland Renewable Resources Planning Act
17 of 1974 (16 U.S.C. 1609).

18 (12) PUBLIC LANDS.—The term “public lands”
19 has the meaning given that term in section 103 of
20 the Federal Land Policy and Management Act of
21 1976 (43 U.S.C. 1702), except that the term in-
22 cludes Coos Bay Wagon Road Grant lands and Or-
23 egon and California Railroad Grant lands.

1 (13) RELEVANT CONGRESSIONAL COMMIT-
2 TEES.—The term “relevant Congressional Commit-
3 tees” means—

4 (A) the Committees on Natural Resources
5 and Agriculture of the House of Representa-
6 tives; and

7 (B) the Committees on Energy and Nat-
8 ural Resources and Agriculture, Nutrition, and
9 Forestry of the Senate.

10 (14) RESPONSIBLE OFFICIAL.—The term “re-
11 sponsible official” means an employee of the Depart-
12 ment of the Interior or Forest Service who has the
13 authority to make and implement a decision on a
14 proposed action.

15 (15) SECRETARIES.—The term “Secretaries”
16 means each of—

17 (A) the Secretary of the Interior; and

18 (B) the Secretary of Agriculture.

19 (16) SECRETARY.—The term “Secretary”
20 means the Secretary of Agriculture.

21 (17) SECRETARY CONCERNED.—The term
22 “Secretary concerned” means—

23 (A) the Secretary of Agriculture, with re-
24 spect to National Forest System lands; and

1 (B) the Secretary of the Interior, with re-
2 spect to public lands.

3 (18) SPECIAL DISTRICT.—The term “special
4 district” means a political subdivision of a State
5 that—

6 (A) has significant budgetary autonomy or
7 control;

8 (B) was created by or pursuant to the laws
9 of the State for the purpose of performing a
10 limited and specific governmental or proprietary
11 function; and

12 (C) is distinct from any other local govern-
13 ment unit within the State.

14 (19) STATE.—The term “State” means each of
15 the several States, the District of Columbia, and
16 each territory of the United States.

17 **TITLE I—LANDSCAPE-SCALE**
18 **RESTORATION**

19 **Subtitle A—Addressing Emergency**
20 **Wildfire Risks in High Priority**
21 **Fresheds**

22 **SEC. 101. DESIGNATION OF FIRESHED MANAGEMENT**
23 **AREAS.**

24 (a) DESIGNATION OF FIRESHED MANAGEMENT
25 AREAS.—

1 (1) INITIAL DESIGNATIONS.—For the period be-
2 ginning on the date of enactment of this Act and
3 ending on the date that is 5 years after the date of
4 enactment of this Act, there are designated fireshed
5 management areas, which—

6 (A) shall be comprised of individual land-
7 scape-scale firesheds identified as being a high
8 risk fireshed in the “Wildfire Crisis Strategy”
9 published by the Forest Service in January
10 2022;

11 (B) shall be comprised of individual land-
12 scape-scale firesheds identified by the Secretary,
13 in consultation with the Secretary of the Inte-
14 rior, as being in the top 20 percent of the 7,688
15 firesheds published by the Rocky Mountain Re-
16 search Station of the Forest Service in 2019 for
17 wildfire exposure based on the following cri-
18 teria—

19 (i) wildfire exposure and cor-
20 responding risk to communities, including
21 risk to life and structures;

22 (ii) wildfire exposure and cor-
23 responding risk to municipal watersheds,
24 including tribal water supplies and sys-
25 tems; and

1 (iii) risk of forest conversion due to
2 wildfire;

3 (C) shall not overlap with any other
4 fireshed management areas;

5 (D) may contain Federal and non-Federal
6 land, including Indian forest lands or range-
7 lands; and

8 (E) where the Secretary concerned shall
9 carry out fireshed management projects.

10 (2) FURTHER FIRESHED MANAGEMENT AREA
11 DESIGNATIONS.—

12 (A) IN GENERAL.—On the date that is 5
13 years after the date of the enactment of this
14 Act and every 5 years thereafter, the Secretary,
15 in consultation with the Secretary of the Inte-
16 rior, shall submit to the relevant Congressional
17 Committees an updated map of firesheds based
18 on the Fireshed Registry maintained under sec-
19 tion 103.

20 (B) DESIGNATION.—Not later than 60
21 days after submitting an updated fireshed map
22 under subparagraph (A), the Secretary shall,
23 based on such map, designate additional
24 fireshed management areas that are identified
25 as being in the top 20 percent of firesheds at

1 risk of wildfire exposure based on the criteria
2 specified in subparagraphs (B), (C), (D), and
3 (E) of paragraph (1).

4 (b) **APPLICABILITY OF NEPA.**—The designation of
5 fireshed management areas under this section shall not
6 be subject to the requirements of the National Environ-
7 mental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

8 **SEC. 102. FIRESHED CENTER.**

9 (a) **ESTABLISHMENT.**—

10 (1) **IN GENERAL.**—The Secretary, acting
11 through the Chief of the Forest Service, and the
12 Secretary of the Interior, acting through the Direc-
13 tor of the U.S. Geological Survey, shall jointly estab-
14 lish an interagency center, to be known as the
15 Fireshed Center (hereinafter referred to as the
16 “Center”) to carry out the purposes in subsection
17 (b).

18 (2) **COMPOSITION.**—

19 (A) **DIVISIONS.**—The Center shall be com-
20 prised of the following divisions:

21 (i) Technology and Engineering.

22 (ii) Data Services.

23 (iii) Analysis and Prediction.

24 (iv) Education and Consultation.

- 1 (B) REPRESENTATIVES.—The Center shall
2 be comprised of at least one career representa-
3 tive from each of the following:
- 4 (i) The Forest Service.
 - 5 (ii) The Bureau of Land Manage-
6 ment.
 - 7 (iii) The National Park Service.
 - 8 (iv) The Bureau of Indian Affairs.
 - 9 (v) The U.S. Fish and Wildlife Serv-
10 ice.
 - 11 (vi) The U.S. Geological Survey.
 - 12 (vii) The Department of Defense.
 - 13 (viii) The Department of Homeland
14 Security.
 - 15 (ix) The Department of Energy.
 - 16 (x) The Federal Emergency Manage-
17 ment Agency.
 - 18 (xi) The National Science Foundation.
 - 19 (xii) The National Oceanic and At-
20 mospheric Administration.
 - 21 (xiii) The National Aeronautics and
22 Space Administration.
 - 23 (xiv) The National Institute of Stand-
24 ards and Technology.

1 (xv) The United States Fire Adminis-
2 tration.

3 (C) APPOINTMENTS.—Each representative
4 of a Department, Agency, or other entity speci-
5 fied in subparagraph (B) shall be appointed by
6 the head of that Department, Agency, or other
7 entity, as applicable.

8 (3) DIRECTOR.—The representatives appointed
9 under paragraph (2) shall, by majority vote, appoint
10 a Director of the Center, who—

11 (A) shall be an employee of the U.S. Geo-
12 logical Survey or the Forest Service;

13 (B) shall serve an initial term of not more
14 than 7 years;

15 (C) may serve one additional term of not
16 more than 7 years after the initial term de-
17 scribed in subparagraph (B); and

18 (D) shall be responsible for the manage-
19 ment and operation of the Center.

20 (4) ASSOCIATE DIRECTORS.—In consultation
21 with the representatives appointed under paragraph
22 (2), the Director may appoint such Associate Direc-
23 tors as the Director determines necessary.

24 (5) ADDITIONAL REPRESENTATION.—The Sec-
25 retary, acting through the Chief of the Forest Serv-

1 ice, and the Secretary of the Interior, acting through
2 the Director of the U.S. Geological Survey, may
3 jointly appoint additional representatives of Federal
4 agencies, States, Indian Tribes, or local governments
5 to the Center, as the Secretaries determine nec-
6 essary.

7 (b) PURPOSES.—The purposes of the Center are to—

8 (1) comprehensively assess and predict, using
9 data tools (including artificial intelligence) and other
10 decision support products, fire and smoke in the
11 wildland and built environment interface across ju-
12 risdictions to inform—

13 (A) land and fuels management;

14 (B) community (including at-risk commu-
15 nities identified in firehazard assessments con-
16 ducted under section 105) and built environ-
17 ment risk reduction, including the support and
18 development of community wildfire protection
19 plans and evacuation decisions; and

20 (C) public health risk reduction related to
21 wildland fire and smoke, including air quality
22 monitoring and forecasting and smoke pre-
23 diction models;

24 (D) fire response and management, includ-
25 ing the pre-positioning of wildfire suppression

1 personnel and assets based on real-time risk;
2 and

3 (E) post-fire recovery activities, including
4 activities related to vegetation recovery, debris
5 flows and flooding, watershed recovery and pro-
6 tection, and ecosystem health;

7 (2) provide data aggregation, real-time land
8 and fuels management services, and science-based
9 decision support services to inform the purposes
10 specified in subparagraph (A) through (E) of para-
11 graph (1);

12 (3) reduce fragmentation and duplication across
13 Federal land management agencies with respect to
14 predictive service and decision support functions re-
15 lated to wildland fire and smoke, including through
16 the provision of data aggregation described in para-
17 graph (2);

18 (4) promote coordination and sharing of data
19 regarding wildland fire and smoke decision making
20 (including through the provision of data aggregation
21 described in paragraph (2)) to each of the entities
22 specified in subparagraphs (A) through (F) of para-
23 graph (8);

24 (5) streamline procurement processes for tech-
25 nologies (including technologies identified under the

1 pilot program established under section 303) and cy-
2 bersecurity systems related to addressing wildland
3 fire and smoke for the purposes of scaling such tech-
4 nologies and systems across Federal agencies;

5 (6) amplify and distribute existing, and develop
6 as necessary, publicly accessible data, models, tech-
7 nologies (including mapping technologies), assess-
8 ments, and National Weather Service fire weather
9 forecasts to support short- and long-term planning
10 regarding wildland fire and smoke risk reduction
11 and post-fire recovery while avoiding duplicative ef-
12 forts, as determined by the Director;

13 (7) maintain the Fireshed Registry established
14 under section 103; and

15 (8) disseminate data tools (including artificial
16 intelligence) and other decision support products, for
17 use in manners consistent with the purposes de-
18 scribed paragraphs (1) through (7), to the following:

19 (A) Federal agencies.

20 (B) Indian Tribes.

21 (C) State and local governments.

22 (D) Academic or research institutions.

23 (E) Wildland firefighting entities, includ-
24 ing applicable incident management teams and
25 geographic coordination centers.

1 (F) Other entities, including public, pri-
2 vate, and nonprofit entities, with expertise in
3 land management, air quality, water manage-
4 ment, or public health, as determined appro-
5 priate by the Director.

6 (c) MEMORANDA OF UNDERSTANDING.—The Center
7 may enter into memoranda of understanding, contracts,
8 or other agreements with State governments, Indian
9 Tribes, local governments, academic or research institu-
10 tions, and private entities to improve the information and
11 operations of the Center.

12 (d) ADMINISTRATIVE SUPPORT, TECHNICAL SERV-
13 ICES, AND STAFF SUPPORT.—

14 (1) USGS SUPPORT.—The Secretary of the In-
15 terior shall make personnel of the U.S. Geological
16 Survey available to the Center for such administra-
17 tive support, technical services, and development and
18 dissemination of data as the Secretary determines
19 necessary to carry out this section.

20 (2) USFS SUPPORT.—The Secretary shall
21 make personnel of the Forest Service available to
22 the Center for such administrative support, technical
23 services, and the development and dissemination of
24 information related to fire management and the

1 Fireshed Registry as the Secretary determines nec-
2 essary to carry out this section.

3 (3) FUNDING.—Notwithstanding section 708 of
4 title VII of division E of the Consolidated Appro-
5 priations Act, 2023 (Public Law 117–328), the Sec-
6 retary of the Interior and Secretary may enter into
7 agreements to share the management and oper-
8 ational costs of the Center.

9 (e) RULE OF CONSTRUCTION.—Nothing in this sec-
10 tion shall be construed to affect the ownership of any data
11 sources.

12 **SEC. 103. FIRESHED REGISTRY.**

13 (a) FIRESHED REGISTRY.—The Secretary, acting
14 through the Director of the Fireshed Center appointed
15 under section 102, shall maintain a Fireshed Registry on
16 a publicly accessible website that provides interactive
17 geospatial data on individual firesheds, including informa-
18 tion on—

19 (1) wildfire exposure delineated by ownership,
20 including rights-of-way for utilities and other public
21 or private purposes;

22 (2) any hazardous fuels management activities
23 that have occurred within an individual fireshed in
24 the past 10 years;

1 (3) wildfire exposure with respect to such
2 fireshed delineated by—

3 (A) wildfire exposure and corresponding
4 risk to communities, including risk to life and
5 structures;

6 (B) wildfire exposure and corresponding
7 risk to municipal watersheds, including tribal
8 water supplies and systems; and

9 (C) risk of forest conversion due to wild-
10 fire;

11 (4) the percentage of the fireshed that has
12 burned in wildfires in the past 10 years, including,
13 to the extent practicable, delineations of acres that
14 have burned at a high severity;

15 (5) spatial patterns of wildfire exposure, includ-
16 ing plausible extreme fire events; and

17 (6) any hazardous fuels management activities
18 planned for the fireshed, including fireshed manage-
19 ment projects.

20 (b) COMMUNITY WILDFIRE PROTECTION PLANS.—

21 The Director shall make data from the Fireshed Registry
22 available to local communities developing or updating com-
23 munity wildfire protection plans.

1 (c) REQUIREMENT TO MAINTAIN.—As part of the
2 website containing the Fireshed Registry, the Director
3 shall—

4 (1) publish fireshed assessments created under
5 section 105; and

6 (2) maintain a searchable database to track—

7 (A) the status of Federal environmental re-
8 views, permits, and authorizations for fireshed
9 management projects, including—

10 (i) a comprehensive permitting time-
11 table;

12 (ii) the status of the compliance of
13 each lead agency, cooperating agency, and
14 participating agency with the permitting
15 timetable with respect to such fireshed
16 management projects;

17 (iii) any modifications of the permit-
18 ting timetable required under clause (i), in-
19 cluding an explanation as to why the per-
20 mitting timetable was modified; and

21 (iv) information about project-related
22 public meetings, public hearings, and pub-
23 lic comment periods, which shall be pre-
24 sented in English and the predominant
25 language of the community or communities

1 most affected by the project, as that infor-
2 mation becomes available;

3 (B) the projected cost of such fireshed
4 management projects; and

5 (C) in the case of completed fireshed man-
6 agement projects, the effectiveness of such
7 projects in reducing the wildfire exposure within
8 an applicable fireshed, including wildfire expo-
9 sure described in subparagraphs (A) through
10 (C) of subsection (a)(3).

11 (d) RELIANCE ON EXISTING ASSESSMENTS.—In car-
12 rying out this section, the Director may rely on assess-
13 ments completed or data gather through existing partner-
14 ships, to the extent practicable.

15 **SEC. 104. SHARED STEWARDSHIP.**

16 (a) JOINT AGREEMENTS.—Not later than 90 days
17 after receiving a written request from a Governor of a
18 State or an Indian Tribe, the Secretary concerned shall
19 enter into a shared stewardship agreement (or similar
20 agreement) with such Governor or Indian Tribe to joint-
21 ly—

22 (1) promote the reduction of wildfire exposure,
23 based on the criteria in section 101(a)(1)(B), in
24 fireshed management areas across jurisdictional
25 boundaries; and

1 (2) conduct fireshed assessments under section
2 105.

3 (b) **ADDITIONAL FIRESHED MANAGEMENT AREAS.**—

4 With respect to a shared stewardship agreement (or simi-
5 lar agreement) with a Governor of a State or an Indian
6 Tribe entered into under subsection (a), the Secretary con-
7 cerned, if requested by such Governor or Indian Tribe,
8 may—

9 (1) designate additional fireshed management
10 areas under such agreement; and

11 (2) update such agreement to address new wild-
12 fire threats.

13 **SEC. 105. FIRESHED ASSESSMENTS.**

14 (a) **FIRESHED ASSESSMENTS.**—

15 (1) **IN GENERAL.**—Not later than 90 days after
16 the date on which the Secretary concerned enters
17 into an agreement with a Governor of a State or an
18 Indian Tribe under section 104, the Secretary con-
19 cerned and such Governor or Indian Tribe shall,
20 with respect to the fireshed management areas des-
21 ignated in such State, jointly conduct a fireshed as-
22 sessment that—

23 (A) identifies—

24 (i) using the best available science,
25 wildfire exposure risks within each such

- 1 fired management area, including sce-
2 nario planning and wildfire hazard map-
3 ping and models; and
- 4 (ii) each at-risk community within
5 each fired management area;
- 6 (B) identifies potential fired manage-
7 ment projects to be carried out in such fired
8 management areas, giving priority—
- 9 (i) primarily, to projects with the pur-
10 pose of reducing—
- 11 (I) wildfire exposure and cor-
12 responding risk to communities, in-
13 cluding risk to life and structures;
- 14 (II) wildfire exposure and cor-
15 responding risk to municipal water-
16 sheds, including tribal water supplies
17 and systems;
- 18 (III) risk of forest conversion due
19 to wildfire; or
- 20 (IV) any combination of purposes
21 described in subclauses (I) through
22 (III); and
- 23 (ii) secondarily, to projects with the
24 purpose of protecting—

1 (I) critical infrastructure, includ-
2 ing utility infrastructure;

3 (II) wildlife habitats, including
4 habitat for species listed under the
5 Endangered Species Act (16 U.S.C.
6 1531 et seq.);

7 (III) the built environment, in-
8 cluding residential and commercial
9 buildings;

10 (IV) resources of an Indian
11 Tribe, as defined by the Indian Tribe;
12 or

13 (V) any combination of purposes
14 described in subclauses (I) through
15 (IV);

16 (C) includes—

17 (i) a strategy for reducing the threat
18 of wildfire to at-risk communities in the
19 wildland-urban interface on both Federal
20 and non-Federal land;

21 (ii) a timeline for the implementation
22 of fireshed management projects;

23 (iii) long-term benchmark goals for
24 the completion of fireshed management
25 projects in the highest wildfire exposure

1 areas so that such projects contribute to
2 the development and maintenance of
3 healthy and resilient landscapes;

4 (iv) policies to ensure fireshed man-
5 agement projects comply with applicable
6 forest plans and incorporate the best avail-
7 able science; and

8 (v) a strategy for reducing the threat
9 of wildfire to improve the effectiveness of
10 wildland firefighting, particularly the effec-
11 tiveness of fuels treatments that would im-
12 prove wildland firefighter safety during
13 wildfires;

14 (D) shall be regularly updated based on
15 the best available science, as determined by the
16 Secretary concerned; and

17 (E) shall be publicly available on a website
18 maintained by the Secretary concerned.

19 (2) LOCAL GOVERNMENT PARTICIPATION.—

20 Upon the written request of a local government, the
21 Secretary concerned and the Governor of the State
22 in which the local government is located may allow
23 such local government to participate in producing
24 the fireshed assessment under paragraph (1) for
25 such State.

1 (3) INFORMATION IMPROVEMENT.—

2 (A) MEMORANDA OF UNDERSTANDING.—

3 In carrying out a fireshed assessment under
4 this subsection, the Secretary concerned may
5 enter into memoranda of understanding with
6 other Federal agencies or departments (includ-
7 ing the National Oceanic and Atmospheric Ad-
8 ministration), States, Indian Tribes, private en-
9 tities, or research or educational institutions to
10 improve, with respect to such assessment, the
11 use and integration of—

12 (i) advanced remote sensing and
13 geospatial technologies;

14 (ii) statistical modeling and analysis;

15 or

16 (iii) any other technology or combina-
17 tion of technologies and analyses that the
18 Secretary concerned determines will benefit
19 the quality of information of such an as-
20 sessment.

21 (B) BEST AVAILABLE SCIENCE.—In using
22 the best available science for the fireshed as-
23 sements completed under subsection (a)(1),
24 the Secretary concerned and Governor shall, to
25 the maximum extent practicable, incorporate—

- 1 (i) traditional ecological knowledge
2 from Indian Tribes;
- 3 (ii) data from State forest action
4 plans and State wildfire risk assessments;
- 5 (iii) data from the Fireshed Registry
6 maintained under section 103; and
- 7 (iv) data from other Federal, State,
8 Tribal, and local governments or agencies.

9 (b) APPLICABILITY OF NEPA.—Fireshed assess-
10 ments conducted under this section shall not be subject
11 to the requirements of the National Environmental Policy
12 Act of 1969 (42 U.S.C. 4321 et seq.).

13 **SEC. 106. EMERGENCY FIRESHED MANAGEMENT.**

14 (a) FIRESHED MANAGEMENT PROJECTS.—

15 (1) IN GENERAL.—The Secretary concerned,
16 acting through a responsible official, shall carry out
17 fireshed management projects in fireshed manage-
18 ment areas designated under section 101 in accord-
19 ance with this section.

20 (2) FIRESHED MANAGEMENT PROJECTS.—The
21 responsible official shall carry out the following for-
22 est and vegetation management activities as fireshed
23 management projects under this section:

24 (A) Conducting hazardous fuels manage-
25 ment activities.

1 (B) Creating fuel breaks and fire breaks.

2 (C) Removing hazard trees, dead trees,
3 dying trees, or trees at risk of dying, as deter-
4 mined by the responsible official.

5 (D) Developing, approving, or conducting
6 routine maintenance under a vegetation man-
7 agement, facility inspection, and operation and
8 maintenance plan submitted under section
9 512(c)(1) of the Federal Land Policy and Man-
10 agement Act of 1976 (43 U.S.C. 1772(c)(1)).

11 (E) Removing trees to address over-
12 stocking or crowding in a forest stand, con-
13 sistent with the appropriate basal area of the
14 forest stand as determined by the responsible
15 official.

16 (F) Using chemical or re-seeding and
17 planting treatments to address insects and dis-
18 ease and control vegetation competition or
19 invasive species.

20 (G) Any activities recommended by an ap-
21 plicable firehazard assessment carried out under
22 section 105.

23 (H) Any activities recommended by an ap-
24 plicable community wildfire protection plan.

1 (I) Any combination of activities described
2 in this paragraph.

3 (3) EMERGENCY FIRESHED MANAGEMENT.—

4 (A) IN GENERAL.—For any fireshed man-
5 agement area designated under section 101, the
6 following shall have the force and effect of law:

7 (i) Section 220.4(b) of title 36, Code
8 of Federal Regulations (as in effect on the
9 date of enactment of this Act), with re-
10 spect to lands under the jurisdiction of the
11 Secretary.

12 (ii) Section 46.150 of title 43, Code of
13 Federal Regulations (as in effect on the
14 date of enactment of this Act), with re-
15 spect to lands under the jurisdiction of the
16 Secretary of the Interior.

17 (iii) Section 402.05 of title 50, Code
18 of Federal Regulations (as in effect on the
19 date of enactment of this Act).

20 (iv) Section 800.12 of title 36, Code
21 of Federal Regulations (as in effect on the
22 date of enactment of this Act).

23 (B) UTILIZATION OF EXISTING STREAM-
24 LINED AUTHORITIES IN FIRESHED MANAGE-
25 MENT AREAS.—

1 (i) IN GENERAL.—Fireshed manage-
2 ment projects carried out under this sec-
3 tion shall be considered authorized projects
4 under the following categorical exclusions:

5 (I) Section 603(a) of the Healthy
6 Forests Restoration Act of 2003 (16
7 U.S.C. 6591b(a)).

8 (II) Section 605(a) of the
9 Healthy Forests Restoration Act of
10 2003 (16 U.S.C. 6591d(a)).

11 (III) Section 606(b) of the
12 Healthy Forests Restoration Act of
13 2003 (16 U.S.C. 6591e(b)).

14 (IV) Section 40806(b) of the In-
15 frastructure Investment and Jobs Act
16 (16 U.S.C. 6592b(b)).

17 (V) Section 4(c)(4) of the Lake
18 Tahoe Restoration Act (Public Law
19 106–506; 114 Stat. 2353).

20 (ii) ADDITIONAL EMERGENCY AC-
21 TIONS.—Subsection (d) of section 40807 of
22 the Infrastructure Investment and Jobs
23 Act (16 U.S.C. 6592c) shall apply to
24 fireshed management projects under this
25 section in the same manner as such sub-

1 section applies to authorized emergency ac-
2 tions (as defined in subsection (a) of such
3 section 40807) under such section 40807.

4 (iii) USE OF EXPEDITED AUTHORI-
5 TIES.—In carrying out a firehshed manage-
6 ment project, the Secretary shall apply a
7 categorical exclusion under clause (i)—

8 (I) in a manner consistent with
9 the statute establishing such categor-
10 ical exclusion; and

11 (II) in any area—

12 (aa) designated as suitable
13 for timber production within the
14 applicable forest plan; or

15 (bb) where timber harvest
16 activities are not prohibited.

17 (iv) FISCAL RESPONSIBILITY ACT RE-
18 QUIREMENTS.—In carrying out this sec-
19 tion, the Secretary concerned shall ensure
20 compliance with the amendments made to
21 the National Environmental Policy Act (42
22 U.S.C. 4321 et seq.) by the Fiscal Respon-
23 sibility Act of 2023 (Public Law 118–5).

24 (v) USE OF OTHER AUTHORITIES.—
25 To the maximum extent practicable, the

1 Secretary concerned shall use the authori-
2 ties provided under this section in com-
3 bination with other authorities to carry out
4 fireshed management projects, including—

5 (I) good neighbor agreements en-
6 tered into under section 8206 of the
7 Agricultural Act of 2014 (16 U.S.C.
8 2113a) (as amended by this Act);

9 (II) stewardship contracting
10 projects entered into under section
11 604 of the Healthy Forests Restora-
12 tion Act of 2003 (16 U.S.C. 6591c)
13 (as amended by this Act);

14 (III) self-determination contracts
15 and self-governance compact agree-
16 ments entered into under the Indian
17 Self-Determination and Education As-
18 sistance Act (25 U.S.C. 5301 et seq.);

19 and

20 (IV) agreements entered into
21 under the Tribal Forest Protection
22 Act of 2004 (25 U.S.C. 3115a et
23 seq.).

24 (b) EXPANSION.—

1 (1) HFRA AMENDMENTS.—The Healthy For-
2 ests Restoration Act of 2003 is amended—

3 (A) in section 3 (16 U.S.C. 6502), by in-
4 serting at the end the following:

5 “(3) LOCAL GOVERNMENT.—The term ‘local
6 government’ means a county, municipality, or special
7 district.

8 “(4) SPECIAL DISTRICT.—The term ‘special dis-
9 trict’ means a political subdivision of a State that—

10 “(A) has significant budgetary autonomy
11 or control;

12 “(B) was created by or pursuant to the
13 laws of the State for the purpose of performing
14 a limited and specific governmental or propri-
15 etary function; and

16 “(C) is distinct from any other local gov-
17 ernment unit within the State.”.

18 (B) in section 603(c)(1) (16 U.S.C.
19 6591b(c)(1)), by striking “3000 acres” and in-
20 serting “10,000 acres”;

21 (C) in section 603(c)(2)(B) (16 U.S.C.
22 6591b(c)(2)(B)), by striking “Fire Regime
23 Groups I, II, or III” and inserting “Fire Re-
24 gime I, Fire Regime II, Fire Regime III, Fire
25 Regime IV, or Fire Regime V”;

1 (D) in section 605(c)(1) (16 U.S.C.
2 6591d(e)(1)), by striking “3000 acres” and in-
3 serting “10,000 acres”; and

4 (E) in section 606(g) (16 U.S.C.
5 6591e(g)), by striking “4,500 acres” and in-
6 serting “10,000 acres”.

7 (2) INFRASTRUCTURE INVESTMENT AND JOBS
8 ACT AMENDMENT.—Section 40806(d)(1) of the In-
9 frastructure Investment and Jobs Act (16 U.S.C.
10 6592b(d)(1)), by striking “3,000 acres” and insert-
11 ing “10,000 acres”.

12 (3) LAKE TAHOE RESTORATION ACT AMEND-
13 MENTS.—Section 4(c)(4)(C) of the Lake Tahoe Res-
14 toration Act (Public Law 106–506; 114 Stat. 2353)
15 is amended—

16 (A) by striking “Lake Tahoe Basin Man-
17 agement Unit”; and

18 (B) by inserting “applicable to the area”
19 before the period at the end.

20 **SEC. 107. SUNSET.**

21 The authority under this subtitle shall terminate on
22 the date that is 7 years after the date of enactment of
23 this Act.

1 **Subtitle B—Expanding Collaborative Tools to Reduce Wildfire**
2 **Risk and Improve Forest Health**

4 **SEC. 111. MODIFICATION OF THE TREATMENT OF CERTAIN**
5 **REVENUE AND PAYMENTS UNDER GOOD**
6 **NEIGHBOR AGREEMENTS.**

7 (a) GOOD NEIGHBOR AUTHORITY.—Section 8206 of
8 the Agricultural Act of 2014 (16 U.S.C. 2113a) is amend-
9 ed—

10 (1) in subsection (a)(6), by striking “or Indian
11 tribe”;

12 (2) in subsection (a), by inserting the following:

13 “(11) SPECIAL DISTRICT.—The term ‘special
14 district’ means a political subdivision of a State
15 that—

16 “(A) has significant budgetary autonomy
17 or control;

18 “(B) was created by or pursuant to the
19 laws of the State for the purpose of performing
20 a limited and specific governmental or propri-
21 etary function; and

22 “(C) is distinct from any other local gov-
23 ernment unit within the State.”.

24 (3) in subsection (b)—

1 (A) in paragraph (1)(A), by inserting “,
2 Indian Tribe, special district,” after “Gov-
3 ernor”;

4 (B) in paragraph (2)(C)—

5 (i) in clause (i)—

6 (I) by inserting “special district,”
7 after “Indian Tribe,” each place it ap-
8 pears;

9 (II) in subclause (I)—

10 (aa) by striking “on”; and

11 (bb) by striking “; and” and
12 inserting a semicolon;

13 (III) in subclause (II)(bb), by
14 striking the period at the end and in-
15 serting a semicolon; and

16 (IV) by adding at the end the fol-
17 lowing:

18 “(III) to construct new perma-
19 nent roads on Federal lands that
20 are—

21 “(aa) necessary to imple-
22 ment authorized restoration ac-
23 tivities; and

24 “(bb) approved by the Fed-
25 eral agency through an environ-

1 mental analysis or categorical ex-
2 clusion decision;

3 “(IV) to complete new permanent
4 road construction to replace and de-
5 commission an existing permanent
6 road that is adversely impacting for-
7 est, rangeland, or watershed health;
8 and

9 “(V) if there are funds remaining
10 after carrying out subclauses (I)
11 through (IV), to carry out authorized
12 restoration services under other good
13 neighbor agreements and for the ad-
14 ministration of a good neighbor au-
15 thority program by a Governor, In-
16 dian tribe, special district, or coun-
17 ty.”; and

18 (ii) in clause (ii), by striking “2028”
19 and inserting “2030”; and

20 (C) in paragraph (3), by inserting “, In-
21 dian Tribe, special district,” after “Governor”;
22 and

23 (D) by striking paragraph (4).

1 (b) CONFORMING AMENDMENTS.—Section 8206(a)
 2 of the Agricultural Act of 2014 (16 U.S.C. 2113a(a)) is
 3 amended—

4 (1) in paragraph (1)(B), by inserting “, Indian
 5 Tribe, special district,” after “Governor”; and

6 (2) in paragraph (5), by inserting “, Indian
 7 Tribe, special district,” after “Governor”.

8 (c) EFFECTIVE DATE.—The amendments made by
 9 this section apply to any project initiated pursuant to a
 10 good neighbor agreement (as defined in section 8206(a)
 11 of the Agricultural Act of 2014 (16 U.S.C. 2113a(a)))—

12 (1) before the date of enactment of this Act, if
 13 the project was initiated after the date of enactment
 14 of the Agriculture Improvement Act of 2018 (Public
 15 Law 115–334; 132 Stat. 4490); or

16 (2) on or after the date of enactment of this
 17 Act.

18 **SEC. 112. FIXING STEWARDSHIP END RESULT CON-**
 19 **TRACTING.**

20 Section 604 of the Healthy Forests Restoration Act
 21 of 2003 (16 U.S.C. 6591c) is amended—

22 (1) in subsection (b), by inserting “, including
 23 retaining and expanding existing forest products in-
 24 frastructure” before the period at the end;

1 (2) in subsection (d)(3)(B), by striking “10
2 years” and inserting “20 years”; and

3 (3) in subsection (h), by adding at the end the
4 following:

5 “(4) SPECIAL RULE FOR LONG-TERM STEWARD-
6 SHIP CONTRACTS.—

7 “(A) IN GENERAL.—A long-term agree-
8 ment or contract entered into with an entity
9 under subsection (b) by the Chief or the Direc-
10 tor shall provide that in the case of the can-
11 cellation or termination by the Chief or the Di-
12 rector of such long-term agreement or contract,
13 the Chief or the Director, as applicable, shall
14 provide 10 percent of the agreement or contract
15 amount to such entity as cancellation or termi-
16 nation costs.

17 “(B) DEFINITION OF LONG-TERM AGREE-
18 MENT OR CONTRACT.—In this paragraph, the
19 term ‘long-term agreement or contract’ means
20 an agreement or contract under subsection
21 (b)—

22 “(i) with a term of more than 5 years;

23 and

24 “(ii) entered into on or after the date
25 of the enactment of this paragraph.”.

1 **SEC. 113. INTRA-AGENCY STRIKE TEAMS.**

2 (a) ESTABLISHMENT.—The Secretary concerned
3 shall establish intra-agency strike teams to assist the Sec-
4 retary concerned with—

5 (1) any reviews, including analysis under the
6 National Environmental Policy Act of 1969 (42
7 U.S.C. 4321 et seq.), consultations under the Na-
8 tional Historic Preservation Act of 1966 (16 U.S.C.
9 470 et seq.), and consultations under the Endan-
10 gered Species Act of 1973 (16 U.S.C. 1531 et seq.),
11 with the intent to accelerate and streamline inter-
12 agency consultation processes;

13 (2) the implementation of any necessary site
14 preparation work in advance of or as part of a
15 fireshed management project;

16 (3) the implementation of fireshed management
17 projects under such section; and

18 (4) any combination of purposes under para-
19 graphs (1) through (3).

20 (b) MEMBERS.—The Secretary concerned may ap-
21 point not more than 10 individuals to serve on an intra-
22 agency strike team comprised of—

23 (1) employees of the Department under the ju-
24 risdiction of the Secretary concerned;

25 (2) employees of a different Federal agency,
26 with the consent of that agency's Secretary;

1 (3) private contractors from any nonprofit orga-
2 nization, State government, Indian Tribe, local gov-
3 ernment, quasi-governmental agency, academic insti-
4 tution, or private organization; and

5 (4) volunteers from any nonprofit organization,
6 State government, Indian Tribe, local government,
7 quasi-governmental agency, academic institution, or
8 private organization.

9 (c) SUNSET.—The authority provided under this sec-
10 tion shall terminate on the date that is 7 years after the
11 date of enactment of this Act.

12 **SEC. 114. LOCALLY-LED RESTORATION.**

13 (a) THRESHOLD ADJUSTMENT.—Section 14(d) of the
14 National Forest Management Act of 1976 (16 U.S.C.
15 472a(d)) is amended by—

16 (1) striking “\$10,000” and inserting
17 “\$55,000”; and

18 (2) by adding at the end the following: “Begin-
19 ning on January 1, 2027, and annually thereafter,
20 the amount in the first sentence of this subsection
21 shall be adjusted by the Secretary for changes in the
22 Consumer Price Index of All Urban Consumers pub-
23 lished by the Bureau of Labor Statistics of the De-
24 partment of Labor.”.

1 (b) FIRESHED MANAGEMENT PROJECTS.—Begin-
2 ning on the date that is 30 days after the date of enact-
3 ment of this Act, the Secretary shall solicit bids under sec-
4 tion 14 of the National Forest Management Act of 1976
5 (16 U.S.C. 472a(d)) for fireshed management projects
6 under section 106.

7 **SEC. 115. JOINT CHIEFS LANDSCAPE RESTORATION PART-**
8 **NERSHIP PROGRAM.**

9 Section 40808 of the Infrastructure Investment and
10 Jobs Act (16 U.S.C. 6592d) is amended—

11 (1) in subsection (a)(2)—

12 (A) in subparagraph (B), by striking “or”
13 at the end;

14 (B) in subparagraph (C), by striking the
15 period at the end and inserting a semicolon;
16 and

17 (C) by adding at the end the following:

18 “(D) to recover from wildfires; or

19 “(E) to enhance soil, water, and related
20 natural resources.”;

21 (2) in subsection (d)(1)—

22 (A) in subparagraph (A), by inserting
23 “and post-wildfire impacts” after “wildfire
24 risk”; and

1 (B) in subparagraph (F), by inserting “,
2 as identified in the corresponding State forest
3 action plan or similar priority plan (such as a
4 State wildlife or water plan)” before the semi-
5 colon;

6 (3) in subsection (g)(2), by inserting “and at
7 least once every 2 fiscal years thereafter” after “and
8 2023”; and

9 (4) in subsection (h)(1), by striking “and
10 2023” and inserting “through 2030”.

11 **SEC. 116. COLLABORATIVE FOREST LANDSCAPE RESTORA-**
12 **TION PROGRAM.**

13 Section 4003 of the Omnibus Public Land Manage-
14 ment Act of 2009 (16 U.S.C. 7303) is amended—

15 (1) in subsection (b)(3)—

16 (A) in subparagraph (D), by striking “spe-
17 cies;” and inserting “species or pathogens;”;

18 (B) in subparagraph (G), by striking
19 “and” at the end;

20 (C) in subparagraph (H), by adding “and”
21 after the semicolon at the end; and

22 (D) by adding at the end the following:

23 “(I) address standardized monitoring ques-
24 tions and indicators;”;

25 (2) in subsection (c)(3)(A)—

1 (A) in clause (i), by striking “and” at the
2 end;

3 (B) in clause (ii), by adding “and” at the
4 end; and

5 (C) by adding at the end the following:

6 “(iii) include a plan to provide sup-
7 port to collaborative processes established
8 pursuant to subsection (b)(2);”;

9 (3) in subsection (d)—

10 (A) in paragraph (2)—

11 (i) in subparagraph (E), by striking
12 “and” at the end;

13 (ii) in subparagraph (F), by striking
14 the period at the end and inserting “;
15 and”; and

16 (iii) by adding at the end the fol-
17 lowing:

18 “(G) proposals that seek to use innovative
19 implementation mechanisms, including good
20 neighbor agreements entered into under section
21 8206 of the Agricultural Act of 2014 (16
22 U.S.C. 2113a);

23 “(H) proposals that seek to remove or
24 treat insects or diseases, including the removal
25 of trees killed by, or infested with, bark beetles

1 in Arizona, California, Colorado, Idaho, Mon-
2 tana, Nebraska, Nevada, New Mexico, Oregon,
3 South Dakota, Utah, Washington, and Wyo-
4 ming;

5 “(I) proposals that seek to facilitate the
6 sale of firewood and Christmas trees on lands
7 under the jurisdiction of the Secretary or the
8 Secretary of the Interior;

9 “(J) proposals that seek to reduce the risk
10 of uncharacteristic wildfire or increase ecologi-
11 cal restoration activities—

12 “(i) within areas across land owner-
13 ships, including State, Tribal, and private
14 land; and

15 “(ii) within the wildland-urban inter-
16 face (as defined in section 101 of the
17 Healthy Forests Restoration Act of 2003
18 (16 U.S.C. 6511)); and

19 “(K) proposals that seek to enhance water-
20 shed health and drinking water sources.”; and

21 (B) in paragraph (3)—

22 (i) by amending subparagraph (A) to
23 read as follows:

1 “(A) 4 proposals in any 1 region of the
2 National Forest System to be funded during
3 any fiscal year; and”;

4 (ii) by striking subparagraph (B); and

5 (iii) by redesignating subparagraph
6 (C) as subparagraph (B); and

7 (4) in subsection (f)(6), by striking “2019
8 through 2023” and inserting “2025 through 2030”.

9 **SEC. 117. UTILIZING GRAZING FOR WILDFIRE RISK REDUC-**
10 **TION.**

11 The Secretary, acting through the Chief of the Forest
12 Service, in coordination with holders of permits to graze
13 livestock on Federal land, shall develop a strategy to in-
14 crease opportunities to utilize livestock grazing as a wild-
15 fire risk reduction strategy, including—

16 (1) completion of reviews (as required under the
17 National Environmental Policy Act of 1969 (U.S.C.
18 4321 et seq.)) to allow permitted grazing on vacant
19 grazing allotments during instances of drought, wild-
20 fire, or other natural disasters that disrupt grazing
21 on allotments already permitted;

22 (2) use of targeted grazing;

23 (3) increased use of temporary permits to pro-
24 mote targeted fuels reduction and reduction of
25 invasive annual grasses;

- 1 (4) increased use of grazing as a postfire recovery and restoration strategy, where appropriate; and
- 2
- 3 (5) use of all applicable authorities under the
- 4 law.

5 **SEC. 118. WATER SOURCE PROTECTION PROGRAM.**

6 Section 303 of the Healthy Forests Restoration Act

7 of 2003 (16 U.S.C. 6542(g)(4)(B)) is amended—

8 (1) in subsection (a)—

9 (A) by redesignating paragraphs (1)

10 through (7) as paragraphs (2) through (8), respectively;

11

12 (B) by inserting before paragraph (2), as

13 so redesignated, the following:

14 “(1) ADJACENT LAND.—The term ‘adjacent

15 land’ means non-Federal land, including State, local,

16 and private land, that is adjacent to, and within the

17 same watershed as, National Forest System land on

18 which a watershed protection and restoration project

19 is carried out under this section.”; and

20 (C) in paragraph (2), as so redesignated—

21 (i) by redesignating subparagraphs

22 (G) and (H) as subparagraphs (K) and

23 (L), respectively; and

24 (ii) by inserting after subparagraph

25 (F) the following:

1 “(G) an acequia association;

2 “(H) a local, regional, or other public enti-
3 ty that manages stormwater or wastewater re-
4 sources or other related water infrastructure;

5 “(I) a land-grant mercedes;

6 “(J) a local, regional, or other private enti-
7 ty that has water delivery authority;”;

8 (2) in subsection (b)—

9 (A) by striking “The Secretary shall” and
10 inserting the following:

11 “(1) IN GENERAL.—The Secretary shall”; and

12 (B) by adding at the end the following:

13 “(2) REQUIREMENTS.—A watershed protection
14 and restoration project under the Program shall be
15 designed to—

16 “(A) protect and restore watershed health,
17 water supply and quality, a municipal or agri-
18 cultural water supply system, and water-related
19 infrastructure;

20 “(B) protect and restore forest health from
21 insect infestation and disease or wildfire; or

22 “(C) advance any combination of the pur-
23 poses described in subparagraphs (A) and (B).

24 “(3) PRIORITIES.—In selecting watershed pro-
25 tection and restoration projects under the Program,

1 the Secretary shall give priority to projects that
2 would—

3 “(A) provide risk management benefits as-
4 sociated with: drought; wildfire; post-wildfire
5 conditions; extreme weather; flooding; resilience
6 to climate change; and watershed and fire resil-
7 ience, including minimizing risks to watershed
8 health, water supply and quality, and water-re-
9 lated infrastructure, including municipal and
10 agricultural water supply systems;

11 “(B) support aquatic restoration and con-
12 servation efforts that complement existing or
13 planned forest restoration or wildfire risk re-
14 duction efforts; or

15 “(C) provide quantifiable benefits to water
16 supply or quality and include the use of nature-
17 based solutions, such as restoring wetland and
18 riparian ecosystems.

19 “(4) CONDITIONS FOR PROJECTS ON ADJACENT
20 LAND.—

21 “(A) IN GENERAL.—No project or activity
22 may be carried out under this section on adja-
23 cent land unless the owner of the adjacent land
24 agrees in writing that the owner is a willing and

1 engaged partner in carrying out that project or
2 activity.

3 “(B) EFFECT.—Nothing in this section
4 shall be construed to authorize any change in—

5 “(i) the ownership of adjacent land on
6 which a project or activity is carried out
7 under this section; or

8 “(ii) the management of adjacent land
9 on which a project or activity is carried out
10 under this section, except during the car-
11 rying out of that project or activity.”;

12 (3) in subsection (c)—

13 (A) in paragraph (1), by striking “with
14 end water users” and inserting “with end water
15 users to protect and restore the condition of
16 National Forest watersheds and adjacent land
17 that provide water—

18 “(A) to the end water users subject to the
19 agreement; or

20 “(B) for the benefit of another end water
21 user.”;

22 (B) in paragraph (2)—

23 (i) in subparagraph (C), by striking
24 “or” at the end;

1 (ii) by redesignating subparagraph
2 (D) as subparagraph (E); and

3 (iii) by inserting after subparagraph
4 (C) the following:

5 “(D) a good neighbor agreement entered
6 into under section 8206 of the Agricultural Act
7 of 2014 (16 U.S.C. 2113a); or”; and

8 (C) by adding at the end the following:

9 “(3) COOPERATION WITH NON-FEDERAL PART-
10 NERS.—The Secretary shall cooperate with non-Fed-
11 eral partners in carrying out assessments, planning,
12 project design, and project implementation under
13 this section.”;

14 (4) in subsection (d)—

15 (A) by amending paragraph (2) to read as
16 follows:

17 “(2) REQUIREMENT.—A water source manage-
18 ment plan shall be—

19 “(A) designed to protect and restore eco-
20 logical integrity (as defined in section 219.19 of
21 title 36, Code of Federal Regulations (as in ef-
22 fect on the date of enactment of this subpara-
23 graph));

24 “(B) based on the best available scientific
25 information; and

1 “(C) conducted in a manner consistent
2 with the forest plan applicable to the National
3 Forest System land on which the watershed
4 protection and restoration project is carried
5 out.”; and

6 (B) by adding at the end the following:

7 “(4) REDUCING REDUNDANCY.—An existing
8 watershed plan, such as a watershed protection and
9 restoration action plan developed under section
10 304(a)(3), or other applicable watershed planning
11 documents as approved by the Secretary may be
12 used as the basis for a water source management
13 plan under this subsection.”; and

14 (5) in subsection (e)(1), by striking “primary
15 purpose of” and all that follows through the period
16 at the end and inserting “primary purpose of ad-
17 vancing any of the purposes described in subsection
18 (b)(2).”.

19 **SEC. 119. WATERSHED CONDITION FRAMEWORK TECH-**
20 **NICAL CORRECTIONS.**

21 Section 304(a) of the Healthy Forests Restoration
22 Act of 2003 (16 U.S.C. 6543(a)) is amended in para-
23 graphs (3) and (5) by striking “protection and”.

1 **Subtitle C—Litigation Reform**

2 **SEC. 121. COMMONSENSE LITIGATION REFORM.**

3 (a) **IN GENERAL.**—A court shall not enjoin a covered
4 agency action if the court determines that the plaintiff is
5 unable to demonstrate that the claim of the plaintiff is
6 likely to succeed on the merits.

7 (b) **BALANCING SHORT- AND LONG-TERM EFFECTS**
8 **OF COVERED AGENCY ACTION IN CONSIDERING INJUNC-**
9 **TIVE RELIEF.**—As part of its weighing the equities while
10 considering any request for an injunction that applies to
11 a covered agency action, the court reviewing such action
12 shall balance the impact to the ecosystem likely affected
13 by such action of—

14 (1) the short- and long-term effects of under-
15 taking such action; against

16 (2) the short- and long-term effects of not un-
17 dertaking such action.

18 (c) **LIMITATIONS ON JUDICIAL REVIEW.**—

19 (1) **IN GENERAL.**—Notwithstanding any other
20 provision of law (except this section), in the case of
21 a claim arising under Federal law seeking judicial
22 review of a covered agency action—

23 (A) a court shall not hold unlawful, set
24 aside, or otherwise limit, delay, stay, vacate, or

1 enjoin such agency action unless the court de-
2 termines that—

3 (i) such action poses or will pose a
4 risk of a proximate and substantial envi-
5 ronmental harm; and

6 (ii) there is no other equitable remedy
7 available as a matter of law; and

8 (B) if a court determines that subpara-
9 graph (A) does not apply to the covered agency
10 action the only remedy the court may order
11 with regard to such agency action is to remand
12 the matter to the agency with instructions to,
13 during the 180-day period beginning on the
14 date of the order, take such additional actions
15 as may be necessary to redress any legal wrong
16 suffered by, or adverse effect on, the plaintiff,
17 except such additional actions may not include
18 the preparation of a new agency document un-
19 less the court finds the agency was required
20 and failed to prepare such agency document.

21 (2) EFFECT OF REMAND.—In the case of a cov-
22 ered agency action to which paragraph (1)(B) ap-
23 plies, the agency may—

24 (A) continue to carry out such agency ac-
25 tion to the extent the action does not impact

1 the additional actions required pursuant to such
2 paragraph; and

3 (B) if the agency action relates to an agen-
4 cy document, use any format to correct such
5 document (including a supplemental environ-
6 mental document, memorandum, or errata
7 sheet).

8 (d) LIMITATIONS ON CLAIMS.—Notwithstanding any
9 other provision of law (except this section), a claim arising
10 under Federal law seeking judicial review of a covered
11 agency action shall be barred unless—

12 (1) with respect to an agency document or the
13 application of a categorical exclusion noticed in the
14 Federal Register, such claim is filed not later than
15 120 days after the date of publication of a notice in
16 the Federal Register of agency intent to carry out
17 the finished management project relating to such
18 agency document or application, unless a shorter pe-
19 riod is specified in such Federal law;

20 (2) in the case of an agency document or the
21 application of a categorical exclusion not described
22 in paragraph (1), such claim is filed not later than
23 120 days after the date that is the earlier of—

24 (A) the date on which such agency docu-
25 ment or application is published; and

1 (B) the date on which such agency docu-
2 ment or application is noticed; and

3 (3) in the case of a covered agency action for
4 which there was a public comment period, such
5 claim—

6 (A) is filed by a party that—

7 (i) participated in the administrative
8 proceedings regarding the fireshed man-
9 agement project relating to such action;
10 and

11 (ii) submitted a comment during such
12 public comment period and such comment
13 was sufficiently detailed to put the applica-
14 ble agency on notice of the issue upon
15 which the party seeks judicial review; and

16 (B) is related to such comment.

17 (e) DEFINITIONS.—In this section:

18 (1) AGENCY DOCUMENT.—The term “agency
19 document” means, with respect to a fireshed man-
20 agement project, a record of decision, environmental
21 document, or programmatic environmental docu-
22 ment.

23 (2) COVERED AGENCY ACTION.—The term
24 “covered agency action” means—

1 (A) the establishment of a fireshed man-
2 agement project by an agency;

3 (B) the application of a categorical exclu-
4 sion to a fireshed management project;

5 (C) the preparation of any agency docu-
6 ment for a fireshed management project; or

7 (D) any other agency action as part of a
8 fireshed management project.

9 (3) NEPA TERMS.—The terms “categorical ex-
10 clusion”, “environmental document”, and “pro-
11 grammatic environmental document” have the mean-
12 ings given such terms, respectively, in section 111 of
13 the National Environmental Policy Act of 1969 (42
14 U.S.C. 4336e).

15 **SEC. 122. CONSULTATION ON FOREST PLANS.**

16 (a) FOREST SERVICE PLANS.—Section 6(d)(2) of the
17 Forest and Rangeland Renewable Resources Planning Act
18 of 1974 (16 U.S.C. 1604(d)(2)) is amended to read as
19 follows:

20 “(2) NO ADDITIONAL CONSULTATION RE-
21 QUIRED UNDER CERTAIN CIRCUMSTANCES.—Not-
22 withstanding any other provision of law, the Sec-
23 retary shall not be required to reinitiate consultation
24 under section 7(a)(2) of the Endangered Species Act
25 of 1973 (16 U.S.C. 1536(a)(2)) or section 402.16 of

1 title 50, Code of Federal Regulations (or a successor
2 regulation), on a land management plan approved,
3 amended, or revised under this section when—

4 “(A) a new species is listed or critical habi-
5 tat is designated under the Endangered Species
6 Act of 1973 (16 U.S.C. 1531 et seq.); or

7 “(B) new information reveals effects of the
8 land management plan that may affect a spe-
9 cies listed or critical habitat designated under
10 that Act in a manner or to an extent not pre-
11 viously considered.”.

12 (b) BUREAU OF LAND MANAGEMENT PLANS.—Sec-
13 tion 202 of the Federal Land Policy and Management Act
14 of 1976 (43 U.S.C. 1712) is amended by adding at the
15 end the following:

16 “(g) NO ADDITIONAL CONSULTATION REQUIRED
17 UNDER CERTAIN CIRCUMSTANCES.—Notwithstanding
18 any other provision of law, the Secretary shall not be re-
19 quired to reinitiate consultation under section 7(a)(2) of
20 the Endangered Species Act of 1973 (16 U.S.C.
21 1536(a)(2)) or section 402.16 of title 50, Code of Federal
22 Regulations (or a successor regulation), on a land use plan
23 approved, amended, or revised under this section when—

1 “(1) a new species is listed or critical habitat
2 is designated under the Endangered Species Act of
3 1973 (16 U.S.C. 1531 et seq.); or

4 “(2) new information reveals effects of the land
5 use plan that may affect a species listed or critical
6 habitat designated under that Act in a manner or to
7 an extent not previously considered.”.

8 **TITLE II—PROTECTING COMMU-**
9 **NITIES IN THE WILDLAND-**
10 **URBAN INTERFACE**

11 **SEC. 201. COMMUNITY WILDFIRE RISK REDUCTION PRO-**
12 **GRAM.**

13 (a) ESTABLISHMENT.—Not later than 30 days after
14 the date of enactment of this Act, the Secretaries shall
15 jointly establish an interagency program to be known as
16 the “Community Wildfire Risk Reduction Program” that
17 shall consist of at least one representative from each of
18 the following:

19 (1) The Office of Wildland Fire of the Depart-
20 ment of the Interior.

21 (2) The National Park Service.

22 (3) The Bureau of Land Management.

23 (4) The United States Fish and Wildlife Serv-
24 ice.

25 (5) The Bureau of Indian Affairs.

1 (6) The Forest Service.

2 (7) The Federal Emergency Management Agen-
3 cy.

4 (8) The United States Fire Administration.

5 (9) The National Institute of Standards and
6 Technology.

7 (10) The National Oceanic and Atmospheric
8 Administration.

9 (b) PURPOSE.—The purpose of the program estab-
10 lished under subsection (a) is to support interagency co-
11 ordination in reducing the risk of, and the damages result-
12 ing from, wildfires in communities (including tribal com-
13 munities) in the wildland-urban interface through—

14 (1) advancing research and science in wildfire
15 resilience and land management, including support
16 for non-Federal research partnerships;

17 (2) supporting adoption by Indian Tribes and
18 local governmental entities of fire-resistant building
19 methods, codes, and standards;

20 (3) supporting efforts by Indian Tribes or local
21 governmental entities to address the effects of
22 wildland fire on such communities, including prop-
23 erty damages, air quality, and water quality;

1 (4) encouraging public-private partnerships to
2 conduct hazardous fuels management activities in
3 the wildland-urban interface;

4 (5) providing technical and financial assistance
5 targeted towards communities, including tribal com-
6 munities, through streamlined and unified technical
7 assistance and grant management mechanisms, in-
8 cluding the portal and grant application established
9 under subsection (c), to—

10 (A) encourage critical risk reduction meas-
11 ures on private property with high wildfire risk
12 exposure in such communities; and

13 (B) mitigate costs for and improve capac-
14 ity among such communities.

15 (c) PORTAL AND UNIFORM GRANT APPLICATION.—

16 (1) IN GENERAL.—As part of the program es-
17 tablished under subsection (a), the Secretaries and
18 the Administrator of the Federal Emergency Man-
19 agement Agency shall establish a portal through
20 which a person may submit a single, uniform appli-
21 cation for any of the following:

22 (A) A community wildfire defense grant
23 under section 40803(f) of the Infrastructure In-
24 vestment and Jobs Act (16 U.S.C. 6592(f)).

1 (B) An emergency management perform-
2 ance grant under section 662 of the Post-
3 Katrina Emergency Management Reform Act of
4 2006 (6 U.S.C. 761).

5 (C) A grant under section 33 of the Fed-
6 eral Fire Prevention and Control Act of 1974
7 (15 U.S.C. 2229).

8 (D) A grant under section 34 of the Fed-
9 eral Fire Prevention and Control Act of 1974
10 (15 U.S.C. 2229a).

11 (E) Financial or technical assistance or a
12 grant under sections 203, 205, 404, 406, or
13 420 of the Robert T. Stafford Disaster Relief
14 and Emergency Assistance Act (42 U.S.C.
15 5133, 5135, 5170c, 5172, 5187).

16 (2) SIMPLIFICATION OF APPLICATION.—In es-
17 tablishing the portal and application under para-
18 graph (1), the Secretaries and the Administrator
19 shall seek to reduce the complexity and length of the
20 application process for the grants described in para-
21 graph (1).

22 (3) TECHNICAL ASSISTANCE.—The Secretaries
23 shall provide technical assistance to communities or
24 persons seeking to apply for financial assistance

1 through the portal using the application established
2 under paragraph (1).

3 (d) SUNSET.—The program established under this
4 section shall terminate on the date that is 7 years after
5 the date of enactment of this Act.

6 **SEC. 202. COMMUNITY WILDFIRE DEFENSE RESEARCH PRO-**
7 **GRAM.**

8 (a) IN GENERAL.—The Secretaries shall, acting
9 jointly, expand the Joint Fire Science Program to include
10 a performance-driven research and development program
11 known as the “Community Wildfire Defense Research
12 Program” for the purpose of testing and advancing inno-
13 vative designs to create or improve the wildfire-resistance
14 of structures and communities.

15 (b) PROGRAM PRIORITIES.—In carrying out the pro-
16 gram established under subsection (a), the Secretaries
17 shall evaluate opportunities to create wildfire-resistant
18 structures and communities through—

19 (1) different affordable building materials, in-
20 cluding mass timber;

21 (2) home hardening, including policies to
22 incentivize and incorporate defensible space;

23 (3) subdivision design and other land use plan-
24 ning and design;

25 (4) landscape architecture; and

1 (5) other wildfire-resistant designs, as deter-
2 mined by the Secretary.

3 (c) COMMUNITY WILDFIRE DEFENSE INNOVATION
4 PRIZE.—

5 (1) IN GENERAL.—In carrying out the program
6 established under subsection (a), the Secretaries
7 shall carry out a competition through which a person
8 may submit to the Secretaries innovative designs for
9 the creation or improvement of an ignition-resistant
10 structure or fire-adapted communities.

11 (2) PRIZE.—Subject to the availability of ap-
12 propriations made in advance for such purpose, the
13 Secretaries may award a prize under the competition
14 described in paragraph (1), based on criteria estab-
15 lished by the Secretaries and in accordance with
16 paragraph (3).

17 (3) SCALE.—In awarding a prize under para-
18 graph (2), the Secretaries shall prioritize for an
19 award designs with the most potential to scale to ex-
20 isting infrastructure.

21 (d) COLLABORATION AND NONDUPLICATION.—In
22 carrying out the program established under subsection (a),
23 the Secretaries shall ensure collaboration and nonduplica-
24 tion of activities with the Building Technologies Office of
25 the Department of Energy.

1 (e) SUNSET.—The program established under sub-
2 section (a) shall terminate on the date that is 7 years after
3 the date of enactment of this Act.

4 **SEC. 203. VEGETATION MANAGEMENT, FACILITY INSPEC-**
5 **TION, AND OPERATION AND MAINTENANCE**
6 **RELATING TO ELECTRIC TRANSMISSION AND**
7 **DISTRIBUTION FACILITY RIGHTS-OF-WAY.**

8 (a) HAZARD TREES WITHIN 150 FEET OF ELECTRIC
9 POWER LINE.—Section 512(a)(1)(B)(ii) of the Federal
10 Land Policy and Management Act of 1976 (43 U.S.C.
11 1772(a)(1)(B)(ii)) is amended by striking “10” and in-
12 serting “150”.

13 (b) CONSULTATION WITH PRIVATE LANDOWNERS.—
14 Section 512(e)(3)(E) of such Act (43 U.S.C.
15 1772(e)(3)(E)) is amended—

16 (1) in clause (i), by striking “and” at the end;

17 (2) in clause (ii), by striking the period and in-
18 serting “; and”; and

19 (3) by adding at the end the following:

20 “(iii) consulting with a private land-
21 owner with respect to any hazard trees
22 identified for removal from land owned by
23 the private landowner.”.

1 (c) REVIEW AND APPROVAL PROCESS.—Section
2 512(c)(4)(A)(iv) of such Act (43 U.S.C.
3 1772(c)(4)(A)(iv)) is amended to read as follows:

4 “(iv) ensures that—

5 “(I) a plan submitted without a
6 modification under clause (iii) shall be
7 automatically approved 120 days after
8 being submitted; and

9 “(II) with respect to a plan sub-
10 mitted with a modification under
11 clause (iii), if not approved within 120
12 days after being submitted, the Sec-
13 retary concerned shall develop and
14 submit a letter to the owner and oper-
15 ator describing—

16 “(aa) a detailed timeline (to
17 conclude within 165 days after
18 the submission of the plan) for
19 completing review of the plan;

20 “(bb) any identified defi-
21 ciencies with the plan and spe-
22 cific opportunities for the owner
23 and operator to address such de-
24 ficiencies; and

1 “(cc) any other relevant in-
2 formation, as determined by the
3 Secretary concerned.”.

4 **SEC. 204. CATEGORICAL EXCLUSION FOR ELECTRIC UTIL-**
5 **ITY LINES RIGHTS-OF-WAY.**

6 (a) CATEGORICAL EXCLUSION ESTABLISHED.—For-
7 est management activities described in subsection (b) are
8 a category of activities hereby designated as being cat-
9 egorically excluded from the preparation of an environ-
10 mental assessment or an environmental impact statement
11 under section 102 of the National Environmental Policy
12 Act of 1969 (42 U.S.C. 4332).

13 (b) FOREST MANAGEMENT ACTIVITIES DESIGNATED
14 FOR CATEGORICAL EXCLUSION.—The forest management
15 activities designated under subsection (a) for a categorical
16 exclusion are—

17 (1) the development and approval of a vegeta-
18 tion management, facility inspection, and operation
19 and maintenance plan submitted under section
20 512(c)(1) of the Federal Land Policy and Manage-
21 ment Act of 1976 (43 U.S.C. 1772(c)(1)) by the
22 Secretary concerned; and

23 (2) the implementation of routine activities con-
24 ducted under the plan referred to in paragraph (1).

1 (c) AVAILABILITY OF CATEGORICAL EXCLUSION.—
2 On and after the date of enactment of this Act, the Sec-
3 retary concerned may use the categorical exclusion estab-
4 lished under subsection (a) in accordance with this section.

5 (d) EXCLUSION OF CERTAIN AREAS FROM CATEGOR-
6 ICAL EXCLUSION.—The categorical exclusion established
7 under subsection (a) shall not apply to any forest manage-
8 ment activity conducted—

9 (1) in a component of the National Wilderness
10 Preservation System; or

11 (2) on National Forest System lands on which
12 the removal of vegetation is restricted or prohibited
13 by an Act of Congress.

14 (e) PERMANENT ROADS.—

15 (1) PROHIBITION ON ESTABLISHMENT.—A for-
16 est management activity designated under subsection
17 (b) shall not include the establishment of a perma-
18 nent road.

19 (2) EXISTING ROADS.—The Secretary con-
20 cerned may carry out necessary maintenance and re-
21 pair on an existing permanent road for the purposes
22 of conducting a forest management activity des-
23 ignated under subsection (b).

24 (3) TEMPORARY ROADS.—The Secretary con-
25 cerned shall decommission any temporary road con-

1 structured for carrying out a forest management activ-
2 ity designated under subsection (b) not later than
3 the date that is 3 years after the date on which the
4 forest management activity is completed.

5 (f) APPLICABLE LAWS.—Clauses (iii) and (iv) of sec-
6 tion 106(a)(3) shall apply to forest management activities
7 designated under subsection (b).

8 **SEC. 205. SEEDS OF SUCCESS.**

9 (a) STRATEGY ESTABLISHED.—Not later than 2
10 years after the date of enactment of this Act, the Secre-
11 taries and the Secretary of Defense shall jointly develop
12 and implement a strategy, to be known as the “Seeds of
13 Success strategy”, to enhance the domestic supply chain
14 of seeds.

15 (b) ELEMENTS.—The strategy required under sub-
16 section (a) shall include a plan for each of the following:

17 (1) Facilitating sustained interagency coordina-
18 tion in, and a comprehensive approach to, native
19 plant materials development and restoration.

20 (2) Promoting the re-seeding of native or fire-
21 resistant vegetation post-wildfire, particularly in the
22 wildland-urban interface.

23 (3) Creating and consolidating information on
24 native or fire-resistant vegetation and sharing such

1 information with State governments, Indian Tribes,
2 and local governments.

3 (4) Building regional programs and partner-
4 ships to promote the development of materials made
5 from plants native to the United States and restore
6 such plants to their respective, native habitats within
7 the United States, giving priority to the building of
8 such programs and partnerships in regions of the
9 Bureau of Land Management where such partner-
10 ships and programs do not already exist as of the
11 date of enactment of this Act.

12 (5) Expanding seed storage and seed-cleaning
13 infrastructure.

14 (6) Expanding the Warehouse System of the
15 Bureau of Land Management, particularly the cold
16 storage capacity of the Warehouse System.

17 (7) Shortening the timeline for the approval of
18 permits to collect seeds on public lands managed by
19 the Bureau of Land Management.

20 (c) REPORT.—The Secretaries and the Secretary of
21 Defense shall submit to the relevant Congressional Com-
22 mittees the strategy developed under paragraph (1).

1 **SEC. 206. PROGRAM TO SUPPORT PRIORITY REFOREST-**
2 **ATION AND RESTORATION PROJECTS OF DE-**
3 **PARTMENT OF THE INTERIOR.**

4 (a) **IN GENERAL.**—Not later than 1 year after the
5 date of enactment of this Act, the Secretary of the Inte-
6 rior, in coordination with the heads of covered Federal
7 agencies, shall establish a program to provide support for
8 priority projects identified under subsection (c)(2), in ac-
9 cordance with this section.

10 (b) **SUPPORT.**—In carrying out the program under
11 subsection (a), the Secretary may provide support
12 through—

13 (1) cooperative agreements entered into in ac-
14 cordance with processes established by the Sec-
15 retary; and

16 (2) contracts, including contracts established
17 pursuant to the Indian Self-Determination and Edu-
18 cation Assistance Act (25 U.S.C. 5301 et seq.).

19 (c) **ANNUAL IDENTIFICATION OF PRIORITY**
20 **PROJECTS.**—Not later than 1 year after the date of enact-
21 ment of this Act and annually thereafter, the Secretary
22 of the Interior, in consultation with the heads of covered
23 Federal agencies, shall—

24 (1) identify lands of the United States adminis-
25 tered by, or under the jurisdiction of, the Secretary
26 of the Interior that require reforestation and res-

1 toration due to unplanned disturbances and that are
2 unlikely to experience natural regeneration without
3 assistance; and

4 (2) establish a list of priority projects for refor-
5 estation and restoration for the upcoming year,
6 which may include activities to ensure adequate and
7 appropriate seed and seedling availability to further
8 the objectives of other priority projects.

9 (d) CONSULTATION.—In carrying out the program
10 under subsection (a) and the requirements under sub-
11 section (c), the Secretary shall consult or collaborate with,
12 as appropriate, and inform the following:

13 (1) State and local governments.

14 (2) Indian Tribes.

15 (3) Covered institutions of higher education.

16 (4) Federal agencies that administer lands of
17 the United States that adjoin or are proximal to
18 lands that are the subject of priority projects and
19 potential priority projects.

20 (5) Other stakeholders, as determined by the
21 Secretary.

22 (e) ANNUAL REPORT.—Not later than 2 years after
23 the date of enactment of this Act, and annually thereafter,
24 the Secretary of the Interior shall submit to the relevant

1 Congressional Committees a report that includes the fol-
2 lowing:

3 (1) An accounting of all lands identified under
4 subsection (c)(1) for the period covered by the re-
5 port.

6 (2) A list of priority projects identified under
7 subsection (c)(2) for the period covered by the re-
8 port and, with respect to each such priority project,
9 any support issued under the program under sub-
10 section (a) and any progress made towards reforest-
11 ation and restoration.

12 (3) An accounting of each contract and cooper-
13 ative agreement established under the program
14 under subsection (a).

15 (4) A description of the actions taken in accord-
16 ance with subsection (d).

17 (5) Assessments with respect to—

18 (A) gaps in—

19 (i) the implementation of the program
20 under subsection (a); and

21 (ii) the progress made under the pro-
22 gram with respect to priority projects; and

23 (B) opportunities to procure funding nec-
24 essary to address any such gaps.

1 (f) NONDUPLICATION.—In carrying out this section,
2 the Secretary of the Interior shall collaborate with the Sec-
3 retary and the Secretary of Defense to ensure the non-
4 duplication of activities carried out under section 205.

5 (g) SUNSET.—The authority provided under this sec-
6 tion shall terminate on the date that is 7 years after the
7 date of enactment of this Act.

8 (h) DEFINITIONS.—In this section:

9 (1) COVERED FEDERAL AGENCY.—The term
10 “covered Federal agency” means the National Park
11 Service, the United States Fish and Wildlife Service,
12 the Bureau of Land Management, the Bureau of
13 Reclamation, or the Bureau of Indian Affairs.

14 (2) COVERED INSTITUTION OF HIGHER EDU-
15 CATION.—The term “covered institution of higher
16 education” has the meaning given the term “eligible
17 institution” in section 301(e)(3).

18 (3) NATURAL REGENERATION; REFOREST-
19 ATION.—The terms “natural regeneration” and “re-
20 forestation” have the meanings given such terms in
21 section 3(e)(4)(A) of the Forest and Rangeland Re-
22 newable Resources Planning Act of 1974 (16 U.S.C.
23 1601(3)(4)(A)).

24 (4) RESTORATION.—The term “restoration”
25 means activities that facilitate the recovery of an

1 ecosystem that has been degraded, damaged, or de-
2 stroyed, including the reestablishment of appropriate
3 plant species composition and community structure.

4 (5) UNPLANNED ECOSYSTEM DISTURBANCE.—
5 The term “unplanned ecosystem disturbance” means
6 any unplanned disturbance that disrupts the struc-
7 ture or composition of an ecosystem, including a
8 wildfire, an infestation of insects or disease, and a
9 weather event.

10 **SEC. 207. FIRE DEPARTMENT REPAYMENT.**

11 (a) ESTABLISHMENT OF STANDARD OPERATING
12 PROCEDURES.—Not later than 1 year after the date of
13 the enactment of this section, the Secretaries shall—

14 (1) establish standard operating procedures re-
15 lating to payment timelines for fire suppression cost
16 share agreements established under the Act of May
17 27, 1955 (42 U.S.C. 1856a) (commonly known as
18 the “Reciprocal Fire Protection Act”); and

19 (2) with respect to each fire suppression cost
20 share agreement in operation on such date—

21 (A) review each such agreement; and

22 (B) modify each agreement as necessary to
23 comply with the standard operating procedures
24 required under paragraph (1).

1 (b) ALIGNMENT OF FIRE SUPPRESSION COST SHARE
2 AGREEMENTS WITH COOPERATIVE FIRE PROTECTION
3 AGREEMENTS.—The standard operating procedures re-
4 quired under subsection (a)(1) shall include a requirement
5 that each fire suppression cost share agreement be aligned
6 with each of the cooperative fire protection agreements ap-
7 plicable to the entity subject to such fire suppression cost
8 share agreement.

9 (c) PAYMENTS PURSUANT TO COST SHARE AGREE-
10 MENTS.—With respect to payments made pursuant to fire
11 suppression cost share agreements, the standard operating
12 procedures required under subsection (a)(1) shall require
13 that the Federal paying entity reimburse a local fire de-
14 partment if such fire department submits an invoice in
15 accordance with cost settlement procedures.

16 (d) SENSE OF CONGRESS.—It is the sense of Con-
17 gress that the Secretaries should carry out reciprocal fire
18 suppression cost share agreement repayments to local fire
19 suppression organizations as soon as practicable after fire
20 suppression occurs but not later than 1 year after fire sup-
21 pression occurs.

1 **TITLE III—TRANSPARENCY,**
2 **TECHNOLOGY, AND PARTNER-**
3 **SHIPS**

4 **Subtitle A—Transparency and**
5 **Technology**

6 **SEC. 301. BIOCHAR INNOVATIONS AND OPPORTUNITIES**
7 **FOR CONSERVATION, HEALTH, AND AD-**
8 **VANCEMENTS IN RESEARCH.**

9 (a) DEMONSTRATION PROJECTS.—

10 (1) ESTABLISHMENT.—

11 (A) IN GENERAL.—Subject to the avail-
12 ability of appropriations made in advance for
13 such purpose, not later than 2 years after the
14 date of enactment of this Act, the covered Sec-
15 retaries shall establish a program to enter into
16 partnerships with eligible entities to carry out
17 demonstration projects to support the develop-
18 ment and commercialization of biochar in ac-
19 cordance with this subsection.

20 (B) LOCATION OF DEMONSTRATION
21 PROJECTS.—In carrying out the program estab-
22 lished under subparagraph (A), the covered
23 Secretaries shall, to the maximum extent prac-
24 ticable, enter into partnerships with eligible en-
25 tities such that not fewer than one demonstra-

1 tion project is carried out in each region of the
2 Forest Service and each region of the Bureau
3 of Land Management.

4 (2) PROPOSALS.—To be eligible to enter into a
5 partnership to carry out a biochar demonstration
6 project under paragraph (1)(A), an eligible entity
7 shall submit to the covered Secretaries a proposal at
8 such time, in such manner, and containing such in-
9 formation as the covered Secretaries may require.

10 (3) PRIORITY.—In selecting proposals under
11 paragraph (2), the covered Secretaries shall give pri-
12 ority to entering into partnerships with eligible enti-
13 ties that submit proposals to carry out biochar dem-
14 onstration projects that—

15 (A) have the most carbon sequestration po-
16 tential;

17 (B) have the most potential to create new
18 jobs and contribute to local economies, particu-
19 larly in rural areas;

20 (C) have the most potential to dem-
21 onstrate—

22 (i) new and innovative uses of biochar;

23 (ii) market viability for cost effective
24 biochar-based products;

1 (iii) the ecosystem services created or
2 supported by the use of biochar;

3 (iv) the restorative benefits of biochar
4 with respect to forest health and resiliency,
5 including forest soils and watersheds; or

6 (v) any combination of purposes speci-
7 fied in clauses (i) through (iv);

8 (D) are located in areas that have a high
9 need for biochar production, as determined by
10 the covered Secretaries, due to—

11 (i) nearby lands identified as having
12 high or very high or extreme risk of wild-
13 fire;

14 (ii) availability of sufficient quantities
15 of feedstocks; or

16 (iii) a high level of demand for
17 biochar or other commercial byproducts of
18 biochar; or

19 (E) satisfy any combination of purposes
20 specified in subparagraphs (A) through (D).

21 (4) USE OF FUNDS.—In carrying out the pro-
22 gram established under paragraph (1)(A), the cov-
23 ered Secretaries may enter into partnerships and
24 provide funding to such partnerships to carry out
25 demonstration projects to—

1 (A) acquire and test various feedstocks and
2 their efficacy;

3 (B) develop and optimize commercially and
4 technologically viable biochar production units,
5 including mobile and permanent units;

6 (C) demonstrate—

7 (i) the production of biochar from for-
8 est residue; and

9 (ii) the use of biochar to restore forest
10 health and resiliency;

11 (D) build, expand, or establish biochar fa-
12 cilities;

13 (E) conduct research on new and innova-
14 tive uses of biochar;

15 (F) demonstrate cost-effective market op-
16 portunities for biochar and biochar-based prod-
17 ucts;

18 (G) carry out any other activities the cov-
19 ered Secretaries determine appropriate; or

20 (H) any combination of the purposes speci-
21 fied in subparagraphs (A) through (F).

22 (5) FEEDSTOCK REQUIREMENTS.—To the max-
23 imum extent practicable, an eligible entity that car-
24 ries out a biochar demonstration project under this
25 subsection shall, with respect to the feedstock used

1 under such project, derive at least 50 percent of
2 such feedstock from forest thinning and manage-
3 ment activities, including mill residues, conducted on
4 National Forest System lands or public lands.

5 (6) REVIEW OF BIOCHAR DEMONSTRATION.—

6 (A) IN GENERAL.—The covered Secretaries
7 shall conduct regionally-specific research, in-
8 cluding economic analyses and life-cycle assess-
9 ments, on any biochar produced from a dem-
10 onstration project carried out under the pro-
11 gram established in paragraph (1)(A), includ-
12 ing—

13 (i) the effects of such biochar on—

14 (I) forest health and resiliency;

15 (II) carbon capture and seques-
16 tration, including increasing soil car-
17 bon in the short-term and long-term;

18 (III) productivity, reduced input
19 costs, and water retention in agricul-
20 tural practices;

21 (IV) the health of soil and grass-
22 lands used for grazing activities, in-
23 cluding grazing activities on National
24 Forest System land and public land;

1 (V) environmental remediation
2 activities, including abandoned mine
3 land remediation; and

4 (VI) other ecosystem services cre-
5 ated or supported by the use of
6 biochar;

7 (ii) the effectiveness of biochar as a
8 co-product of biofuels or in biochemicals;
9 and

10 (iii) the effectiveness of other poten-
11 tial uses of biochar to determine if any
12 such use is technologically and commer-
13 cially viable.

14 (B) COORDINATION.—The covered Secre-
15 taries shall, to the maximum extent practicable,
16 provide data, analyses, and other relevant infor-
17 mation collected under subparagraph (A) with
18 recipients of a grant under subsection (b).

19 (7) LIMITATION ON FUNDING FOR ESTAB-
20 LISHING BIOCHAR FACILITIES.—If the covered Sec-
21 retaries provide to an eligible entity that enters into
22 a partnership with the covered Secretaries under
23 paragraph (1)(A) funding for establishing a biochar
24 facility, such funding may not exceed 35 percent of

1 the total capital cost of establishing such biochar fa-
2 cility.

3 (b) BIOCHAR RESEARCH AND DEVELOPMENT GRANT
4 PROGRAM.—

5 (1) ESTABLISHMENT.—The Secretary of the In-
6 terior, in consultation with the Secretary of Energy,
7 shall establish or expand an existing applied biochar
8 research and development grant program to make
9 competitive grants to eligible institutions to carry
10 out the activities described in paragraph (3).

11 (2) APPLICATIONS.—To be eligible to receive a
12 grant under this subsection, an eligible institution
13 shall submit to the Secretary a proposal at such
14 time, in such manner, and containing such informa-
15 tion as the Secretary may require.

16 (3) USE OF FUNDS.—An eligible institution
17 that receives a grant under this subsection shall use
18 the grant funds to conduct applied research on—

19 (A) the effect of biochar on forest health
20 and resiliency, accounting for variations in
21 biochar, soil, climate, and other factors;

22 (B) the effect of biochar on soil health and
23 water retention, accounting for variations in
24 biochar, soil, climate, and other factors;

1 (C) the long-term carbon sequestration po-
2 tential of biochar;

3 (D) the best management practices with
4 respect to biochar and biochar-based products
5 that maximize—

6 (i) carbon sequestration benefits; and

7 (ii) the commercial viability and appli-
8 cation of such products in forestry, agri-
9 culture, environmental remediation, water
10 quality improvement, and any other similar
11 uses, as determined by the Secretary;

12 (E) the regional uses of biochar to increase
13 productivity and profitability, including—

14 (i) uses in agriculture and environ-
15 mental remediation; and

16 (ii) use as a co-product in fuel produc-
17 tion;

18 (F) new and innovative uses for biochar
19 byproducts; and

20 (G) opportunities to expand markets for
21 biochar and create related jobs, particularly in
22 rural areas.

23 (c) REPORTS.—

24 (1) REPORT TO CONGRESS.—Not later than 2
25 years after the date of enactment of this Act, the

1 covered Secretaries shall submit to Congress a re-
2 port that—

3 (A) includes policy and program rec-
4 ommendations to improve the widespread use of
5 biochar;

6 (B) identifies any area of research needed
7 to advance biochar commercialization; and

8 (C) identifies barriers to further biochar
9 commercialization, including permitting and
10 siting considerations.

11 (2) MATERIALS SUBMITTED IN SUPPORT OF
12 THE PRESIDENT’S BUDGET.—Beginning with the
13 second fiscal year that begins after the date of en-
14 actment of this Act and annually thereafter until the
15 date described in subsection (d), the covered Secre-
16 taries shall include in the materials submitted to
17 Congress in support of the President’s budget pursu-
18 ant to section 1105 of title 31, United States Code,
19 a report describing, for the fiscal year covered by the
20 report, the status of each demonstration project car-
21 ried out under subsection (a) and each research and
22 development grant carried out under subsection (b).

23 (d) SUNSET.—The authority to carry out this section
24 shall terminate on the date that is 7 years after the date
25 of enactment of this Act.

1 (e) DEFINITIONS.—In this section:

2 (1) BIOCHAR.—The term “biochar” means car-
3 bonized biomass produced by converting feedstock
4 through reductive thermal processing for non-fuel
5 uses.

6 (2) ELIGIBLE ENTITY.—The term “eligible enti-
7 ty” means—

8 (A) a State, local, special district, or Tribal
9 government;

10 (B) an eligible institution;

11 (C) a private, non-private, or cooperative
12 entity or organization;

13 (D) a National Laboratory (as such term
14 is defined in section 2 of the Energy Policy Act
15 of 2005 (42 U.S.C. 15801)); or

16 (E) a partnership or consortium of two or
17 more entities described in subparagraphs (A)
18 through (D).

19 (3) ELIGIBLE INSTITUTION.—The term “eligi-
20 ble institution” means land-grant colleges and uni-
21 versities, including institutions eligible for funding
22 under the—

23 (A) Act of July 2, 1862 (12 Stat. 503,
24 chapter 130; 7 U.S.C. 301 et seq.);

1 (B) Act of August 30, 1890 (26 Stat. 417,
2 chapter 841; 7 U.S.C. 321 et seq.), including
3 Tuskegee University;

4 (C) Public Law 87–788 (commonly known
5 as the “McIntire-Stennis Act of 1962”); or

6 (D) Equity in Educational Land-Grant
7 Status Act of 1994 (7 U.S.C. 301 note; Public
8 Law 103–382).

9 (4) FEEDSTOCK.—The term “feedstock” means
10 excess biomass in the form of plant matter or mate-
11 rials that serves as the raw material for the produc-
12 tion of biochar.

13 (5) COVERED SECRETARIES.—The term “cov-
14 ered Secretaries” means—

15 (A) the Secretary, acting through the Chief
16 of the Forest Service;

17 (B) the Secretary of the Interior, acting
18 through the Director of the Bureau of Land
19 Management; and

20 (C) the Secretary of Energy, acting
21 through the Director of the Office of Science.

1 **SEC. 302. ACCURATE HAZARDOUS FUELS REDUCTION RE-**
2 **PORTS.**

3 (a) INCLUSION OF HAZARDOUS FUELS REDUCTION
4 REPORT IN MATERIALS SUBMITTED IN SUPPORT OF THE
5 PRESIDENT'S BUDGET.—

6 (1) IN GENERAL.—Beginning with the first fis-
7 cal year that begins after the date of enactment of
8 this Act, and each fiscal year thereafter, the Sec-
9 retary concerned shall include in the materials sub-
10 mitted to Congress in support of the President's
11 budget pursuant to section 1105 of title 31, United
12 States Code, a report on the number of acres of
13 Federal land on which the Secretary concerned car-
14 ried out hazardous fuels reduction activities during
15 the preceding fiscal year.

16 (2) REQUIREMENTS.—For purposes of the re-
17 port required under paragraph (1), the Secretary
18 concerned shall—

19 (A) in determining the number of acres of
20 Federal land on which the Secretary concerned
21 carried out hazardous fuels reduction activities
22 during the period covered by the report—

23 (i) record acres of Federal land on
24 which hazardous fuels reduction activities
25 were completed during such period; and

1 (ii) record each acre described in
2 clause (i) once in the report, regardless of
3 whether multiple hazardous fuels reduction
4 activities were carried out on such acre
5 during such period; and

6 (B) with respect to the acres of Federal
7 land recorded in the report, include information
8 on—

9 (i) which such acres are located in the
10 wildland-urban interface;

11 (ii) the level of wildfire risk (high,
12 moderate, or low) on the first and last day
13 of the period covered by the report;

14 (iii) the types of hazardous fuels ac-
15 tivities completed for such acres, delin-
16 eating between whether such activities
17 were conducted—

18 (I) in a wildfire managed for re-
19 source benefits; or

20 (II) through a planned project;

21 (iv) the cost per acre of hazardous
22 fuels activities carried out during the pe-
23 riod covered by the report;

24 (v) the region or system unit in which
25 the acres are located; and

1 (vi) the effectiveness of the hazardous
2 fuels reduction activities on reducing the
3 risk of wildfire.

4 (3) TRANSPARENCY.—The Secretary concerned
5 shall make each report submitted under paragraph
6 (1) publicly available on the websites of the Depart-
7 ment of Agriculture and the Department of the Inte-
8 rior, as applicable.

9 (b) ACCURATE DATA COLLECTION.—

10 (1) IN GENERAL.—Not later than 90 days after
11 the date of enactment of this Act, the Secretary con-
12 cerned shall implement standardized procedures for
13 tracking data related to hazardous fuels reduction
14 activities carried out by the Secretary concerned.

15 (2) ELEMENTS.—The standardized procedures
16 required under paragraph (1) shall include—

17 (A) regular, standardized data reviews of
18 the accuracy and timely input of data used to
19 track hazardous fuels reduction activities;

20 (B) verification methods that validate
21 whether such data accurately correlates to the
22 hazardous fuels reduction activities carried out
23 by the Secretary concerned;

1 (C) an analysis of the short- and long-term
2 effectiveness of the hazardous fuels reduction
3 activities on reducing the risk of wildfire; and

4 (D) for hazardous fuels reduction activities
5 that occur partially within the wildland-urban
6 interface, methods to distinguish which acres
7 are located within the wildland-urban interface
8 and which acres are located outside the
9 wildland-urban interface.

10 (3) REPORT.—Not later than 2 weeks after im-
11 plementing the standardized procedures required
12 under paragraph (1), the Secretary concerned shall
13 submit to Congress a report that describes—

14 (A) such standardized procedures; and

15 (B) program and policy recommendations
16 to Congress to address any limitations in track-
17 ing data related to hazardous fuels reduction
18 activities under this subsection.

19 (c) GAO STUDY.—Not later than 2 years after the
20 date of enactment of this Act, the Comptroller General
21 of the United States shall—

22 (1) conduct a study on the implementation of
23 this section, including any limitations with respect
24 to—

1 (A) reporting hazardous fuels reduction ac-
2 tivities under subsection (a); or

3 (B) tracking data related to hazardous
4 fuels reduction activities under subsection (b);
5 and

6 (2) submit to Congress a report that describes
7 the results of the study under paragraph (1).

8 (d) DEFINITIONS.—In this section:

9 (1) HAZARDOUS FUELS REDUCTION ACTIV-
10 ITY.—The term “hazardous fuels reduction activ-
11 ity”—

12 (A) means any vegetation management ac-
13 tivity to reduce the risk of wildfire, including
14 mechanical treatments, grazing, and prescribed
15 burning; and

16 (B) does not include the awarding of con-
17 tracts to conduct hazardous fuels reduction ac-
18 tivities.

19 (2) FEDERAL LANDS.—The term “Federal
20 lands” means lands under the jurisdiction of the
21 Secretary of the Interior or the Secretary.

22 (e) NO ADDITIONAL FUNDS AUTHORIZED.—No addi-
23 tional funds are authorized to carry out the requirements
24 of this section, and the activities authorized by this section

1 are subject to the availability of appropriations made in
2 advance for such purposes.

3 **SEC. 303. PUBLIC-PRIVATE WILDFIRE TECHNOLOGY DE-**
4 **PLOYMENT AND DEMONSTRATION PARTNER-**
5 **SHIP.**

6 (a) DEFINITIONS.—In this section:

7 (1) COVERED AGENCY.—The term “covered
8 agency” means—

9 (A) each Federal land management agency
10 (as such term is defined in the Federal Lands
11 Recreation Enhancement Act (16 U.S.C.
12 6801));

13 (B) the National Oceanic and Atmospheric
14 Administration;

15 (C) the United States Fire Administration;

16 (D) the Federal Emergency Management
17 Agency;

18 (E) the National Aeronautics and Space
19 Administration;

20 (F) the Bureau of Indian Affairs;

21 (G) the Department of Defense;

22 (H) a State, Tribal, county, or municipal
23 fire department or district operating through
24 the United States Fire Administration or pur-

1 suant to an agreement with a Federal agency;
2 and

3 (I) any other Federal agency involved in
4 wildfire response.

5 (2) COVERED ENTITY.—The term “covered en-
6 tity” means—

7 (A) a private entity;

8 (B) a nonprofit organization; or

9 (C) an institution of higher education (as
10 defined in section 101 of the Higher Education
11 Act of 1965 (20 U.S.C. 1001)).

12 (b) IN GENERAL.—Not later than 1 year after the
13 date of enactment of this Act, the Secretaries, in coordina-
14 tion with the heads of the covered agencies, shall establish
15 a deployment and demonstration pilot program (in this
16 section referred to as “Pilot Program”) for new and inno-
17 vative wildfire prevention, detection, communication, and
18 mitigation technologies.

19 (c) FUNCTIONS.—In carrying out the Pilot Program,
20 the Secretaries shall—

21 (1) incorporate the Pilot Program into the Na-
22 tional Wildfire Coordinating Group;

23 (2) in consultation with the heads of covered
24 agencies, identify and advance the demonstration
25 and deployment of key technology priority areas with

1 respect to wildfire prevention, detection, communica-
2 tion, and mitigation technologies, including—

3 (A) hazardous fuels reduction treatments
4 or activities;

5 (B) dispatch communications;

6 (C) remote sensing, detection, and track-
7 ing;

8 (D) safety equipment;

9 (E) common operating pictures or oper-
10 ational dashboards; and

11 (F) interoperable commercial data; and

12 (3) connect each covered entity selected to partici-
13 pate in the Pilot Program with the appropriate
14 covered agency to coordinate real-time and on-the-
15 ground testing of technology during wildland fire
16 mitigation activities and training.

17 (d) APPLICATIONS.—To be eligible to be selected to
18 participate in the Pilot Program, a covered entity shall
19 submit to the Secretaries an application at such time, in
20 such manner, and containing such information as the Sec-
21 retaries may require, including a proposal to demonstrate
22 technologies specific to the key technology priority areas
23 identified pursuant to subsection (c)(2).

24 (e) PRIORITIZATION OF EMERGING TECH-
25 NOLOGIES.—In selecting covered entities to participate in

1 the Pilot Program, the Secretaries shall give priority to
2 covered entities—

3 (1) that have participated in the Fire Weather
4 Testbed of the National Oceanic and Atmospheric
5 Administration; or

6 (2) developing and applying emerging tech-
7 nologies for wildfire mitigation, including artificial
8 intelligence, quantum sensing, computing and quan-
9 tum-hybrid applications, thermal mid-wave infrared
10 equipped low earth orbit satellites, augmented re-
11 ality, 5G private networks, and device-to-device com-
12 munications supporting nomadic mesh networks and
13 detection.

14 (f) OUTREACH.—The Secretaries, in coordination
15 with the heads of covered agencies, shall make public the
16 key technology priority areas identified pursuant to sub-
17 section (c)(2) and invite covered entities to apply under
18 subsection (d) to deploy and demonstrate their tech-
19 nologies to address such priority areas.

20 (g) REPORTS AND RECOMMENDATIONS.—Not later
21 than 1 year after the date of enactment of this Act, and
22 annually thereafter for the duration of the Pilot Program,
23 the Secretaries shall submit to the relevant Congressional
24 Committees, the Committee on Science, Space, and Tech-
25 nology of the House of Representatives, and the Com-

1 mittee on Commerce, Science, and Transportation of the
2 Senate a report that includes, with respect to the Pilot
3 Program, the following:

4 (1) A list of participating covered entities.

5 (2) A brief description of the technologies de-
6 ployed and demonstrated by each such covered enti-
7 ty.

8 (3) An estimate of the cost of acquiring each
9 such technology and applying the technology at
10 scale.

11 (4) Outreach efforts by Federal agencies to cov-
12 ered entities developing wildfire technologies.

13 (5) Assessments of, and recommendations relat-
14 ing to, new technologies with potential adoption and
15 application at-scale in Federal land management
16 agencies' wildfire prevention, detection, communica-
17 tion, and mitigation efforts.

18 (6) A description of the relationship and coordi-
19 nation between the Pilot Program and the activities
20 of the National Oceanic and Atmospheric Adminis-
21 tration, including the Fire Weather Testbed.

22 (h) SUNSET.—The authority to carry out this section
23 shall terminate on the date that is 7 years after the date
24 of enactment of this Act.

1 **SEC. 304. GAO STUDY ON FOREST SERVICE POLICIES.**

2 Not later than 3 years after the date of enactment
3 of this Act, the Comptroller General of the United States
4 shall—

5 (1) conduct a study evaluating—

6 (A) the effectiveness of Forest Service
7 wildland firefighting operations;

8 (B) transparency and accountability meas-
9 ures in the Forest Service's budget and ac-
10 counting process; and

11 (C) the suitability and feasibility of estab-
12 lishing a new Federal agency with the responsi-
13 bility of responding and suppressing wildland
14 fires on Federal lands; and

15 (2) submit to Congress a report that describes
16 the results of the study required under paragraph
17 (1).

18 **SEC. 305. FOREST SERVICE WESTERN HEADQUARTERS**
19 **STUDY.**

20 Not later than 5 years after the date of enactment
21 of this Act, the Chief of the Forest Service shall—

22 (1) conduct a study evaluating—

23 (A) potential locations for a Western head-
24 quarters for the Forest Service, including po-
25 tential locations in at least 3 different States lo-
26 cated west of the Mississippi river; and

1 (B) the potential benefits of creating a
2 Western headquarters for the Forest Service,
3 including expected—

4 (i) improvements to customer service;

5 (ii) improvements to employee recruit-
6 ment and retention; and

7 (iii) operational efficiencies and cost
8 savings; and

9 (2) submit to Congress a report that describes
10 the results of the study required under paragraph
11 (1).

12 **SEC. 306. KEEPING FOREST PLANS CURRENT AND MON-**
13 **ITORED.**

14 (a) IN GENERAL.—The Secretary—

15 (1) to the greatest extent practicable and sub-
16 ject to the availability of appropriations made in ad-
17 vance for such purpose—

18 (A) ensure forest plans comply with the re-
19 quirements of section 6(f)(5)(A) of the Forest
20 and Rangeland Resources Planning Act of 1974
21 (16 U.S.C. 1604(f)(5)(A)); and

22 (B) prioritize revising any forest plan not
23 in compliance with such section 6(f)(5)(A);

24 (2) not be considered to be in violation of sec-
25 tion 6(f)(5)(A) of the Forest and Rangeland Renew-

1 able Resources Planning Act of 1974 (16 U.S.C.
2 1604(f)(5)(A)) solely because more than 15 years
3 have passed without revision of the plan for a unit
4 of the National Forest System;

5 (3) not later than 120 days after the date of
6 the enactment of this Act, submit to the relevant
7 Congressional Committees the date on which each
8 forest plan required by such section 6 was most re-
9 cently revised, amended, or modified;

10 (4) seek to publish a new, complete version of
11 a forest plan that the Secretary has been directed to
12 amend, revise, or modify by a court order within 60
13 days of such amendment, revision, or modification,
14 subject to the availability of appropriations made in
15 advance for such purpose; and

16 (5) maintain a central, publicly accessible
17 website with links to—

18 (A) the most recently available forest plan
19 adopted, amended, or modified by a court order
20 as a single document; and

21 (B) the most recently published forest plan
22 monitoring report for each unit of the National
23 Forest System.

24 (b) GOOD FAITH UPDATES.—If the Secretary is not
25 acting expeditiously and in good faith, within the funding

1 available to revise, amend, or modify a plan for a unit
2 of the National Forest System as required by law or a
3 court order, subsection (a) shall be void with respect to
4 such plan and a court of proper jurisdiction may order
5 completion of the plan on an accelerated basis.

6 (c) REPORT.—Not later than 1 year after the date
7 of the enactment of this Act, the Secretary shall submit
8 a report to the relevant Congressional Committees sum-
9 marizing the implementation of this section.

10 **SEC. 307. CONTAINER AERIAL FIREFIGHTING SYSTEM**
11 **(CAFFS).**

12 (a) EVALUATION.—Not later than 90 days after the
13 date of the enactment of this Act, the Secretary and the
14 Secretary of the Interior, in consultation with the National
15 Interagency Aviation Committee and the Interagency
16 Airtanker Board, shall jointly conduct an evaluation of the
17 container aerial firefighting system to assess the use of
18 such system to mitigate and suppress wildfires.

19 (b) REPORT.—Not later than 120 days after the date
20 of the enactment of this Act, the Secretary and the Sec-
21 retary of the Interior, in consultation with the National
22 Interagency Aviation Committee and the Interagency
23 Airtanker Board, shall jointly submit to the relevant Con-
24 gressional Committees a report that includes the results
25 of the evaluation required under subsection (a).

1 **SEC. 308. STUDY ON PINE BEETLE INFESTATION.**

2 Not later than 1 year after the date of the enactment
3 of this Act, the Secretary, acting through the Chief of the
4 Forest Service, shall—

5 (1) carry out a study on the causes and effects
6 of, and solutions for, the infestation of pine beetles
7 in the Northeastern region of the United States; and

8 (2) submit to the relevant Congressional Com-
9 mittees a report that includes the results of the
10 study required under paragraph (1).

11 **Subtitle B—White Oak Resilience**

12 **SEC. 311. WHITE OAK RESTORATION INITIATIVE COALI-**
13 **TION.**

14 (a) IN GENERAL.—The White Oak Restoration Ini-
15 tiative Coalition shall be established—

16 (1) as a voluntary collaborative group of Fed-
17 eral, State, Tribal, and local governments and pri-
18 vate and non-governmental organizations to carry
19 out the duties described in subsection (b); and

20 (2) in accordance with the charter titled “White
21 Oak Initiative Coalition Charter” adopted by the
22 White Oak Initiative Board of Directors on March
23 21, 2023 (or a successor charter).

24 (b) DUTIES.—In addition to the duties specified in
25 the charter described in subsection (a)(2), the duties of
26 the White Oak Restoration Initiative Coalition are—

1 (1) to coordinate Federal, State, Tribal, local,
2 private, and non-governmental restoration of white
3 oak in the United States; and

4 (2) to make program and policy recommenda-
5 tions, consistent with applicable forest management
6 plans, with respect to—

7 (A) changes necessary to address Federal
8 and State policies that impede activities to im-
9 prove the health, resiliency, and natural regen-
10 eration of white oak;

11 (B) adopting or modifying Federal and
12 State policies to increase the pace and scale of
13 white oak regeneration and resiliency of white
14 oak;

15 (C) options to enhance communication, co-
16 ordination, and collaboration between forest
17 land owners, particularly for cross-boundary
18 projects, to improve the health, resiliency, and
19 natural regeneration of white oak;

20 (D) research gaps that should be ad-
21 dressed to improve the best available science on
22 white oak;

23 (E) outreach to forest landowners with
24 white oak or white oak regeneration potential;
25 and

1 (F) options and policies necessary to im-
2 prove the quality and quantity of white oak in
3 tree nurseries.

4 (c) ADMINISTRATIVE SUPPORT, TECHNICAL SERV-
5 ICES, AND STAFF SUPPORT.—The Secretary of the Inte-
6 rior and the Secretary shall make such personnel available
7 to the White Oak Restoration Initiative Coalition for ad-
8 ministrative support, technical services, and development
9 and dissemination of educational materials as the Secre-
10 taries determine necessary to carry out this section.

11 (d) PRIVATE FUNDING OF WHITE OAK RESTORA-
12 TION PROJECTS.—Subject to the availability of appropria-
13 tions made in advance for such purpose, the Secretary
14 may make funds available to the White Oak Restoration
15 Initiative Coalition to carry out this section from the ac-
16 count established pursuant to section 1241(f) of the Food
17 Security Act of 1985 (16 U.S.C. 3841(f)).

18 **SEC. 312. FOREST SERVICE PILOT PROGRAM.**

19 (a) IN GENERAL.—The Secretary, acting through the
20 Chief of the Forest Service, shall establish and carry out
21 5 pilot projects in national forests to restore white oak
22 in such forests through white oak restoration and natural
23 regeneration practices that are consistent with applicable
24 forest management plans.

1 (b) NATIONAL FORESTS RESERVED OR WITHDRAWN
 2 FROM THE PUBLIC DOMAIN.—At least 3 pilot projects re-
 3 quired under subsection (a) shall be carried out on na-
 4 tional forests reserved or withdrawn from the public do-
 5 main.

6 (c) AUTHORITY TO ENTER INTO COOPERATIVE
 7 AGREEMENTS.—The Secretary may enter into cooperative
 8 agreements to carry out the pilot projects required under
 9 subsection (a).

10 (d) SUNSET.—The authority under this section shall
 11 terminate on the date that is 7 years after the date of
 12 the enactment of this Act.

13 **SEC. 313. DEPARTMENT OF THE INTERIOR WHITE OAK RE-**
 14 **VIEW AND RESTORATION.**

15 (a) ASSESSMENT.—

16 (1) IN GENERAL.—The Secretary of the Inte-
 17 rior shall carry out an assessment of land under the
 18 administrative jurisdiction of the Department of the
 19 Interior, including fish and wildlife refuges and
 20 abandoned mine land, to evaluate—

21 (A) whether white oak is present on such
 22 land; and

23 (B) the potential to restore white oak for-
 24 ests on such land.

1 (2) USE OF INFORMATION.—In carrying out the
2 assessment under paragraph (1), the Secretary may
3 use information from sources other than the Depart-
4 ment of the Interior, including from the White Oak
5 Initiative and the Forest Service.

6 (3) REPORT.—Not later than 90 days after the
7 date of the enactment of this section, the Secretary
8 shall submit to Congress, and make publicly avail-
9 able on the website of the Department of the Inte-
10 rior, a report regarding the results of the assessment
11 carried out under this subsection.

12 (b) PILOT PROJECTS.—After the date on which the
13 report required under subsection (a)(3) is submitted, the
14 Secretary shall establish and carry out 5 pilot projects in
15 different areas of land described in subsection (a)(1) to
16 restore and naturally regenerate white oak.

17 (c) AUTHORITY TO ENTER INTO COOPERATIVE
18 AGREEMENTS.—The Secretary of the Interior may enter
19 into cooperative agreements to carry out the pilot projects
20 required under subsection (b).

21 (d) SUNSET.—The authority under this section shall
22 terminate on the date that is 7 years after the date of
23 the enactment of this Act.

1 **SEC. 314. WHITE OAK REGENERATION AND UPLAND OAK**
2 **HABITAT.**

3 (a) ESTABLISHMENT.—Not later than 180 days after
4 the date of the enactment of this Act, the Secretary shall
5 establish a non-regulatory program to be known as the
6 “White Oak and Upland Oak Habitat Regeneration Pro-
7 gram” (in this section referred to as the “Program”).

8 (b) DUTIES.—In carrying out the Program, the Sec-
9 retary shall—

10 (1) draw upon the best available science and
11 management plans for species of white oak to iden-
12 tify, prioritize, and implement restoration and con-
13 servation activities that will improve the growth of
14 white oak within the United States;

15 (2) collaborate and coordinate with the White
16 Oak Restoration Initiative Coalition to prioritize
17 white oak restoration initiatives;

18 (3) adopt a white oak restoration strategy
19 that—

20 (A) supports the implementation of a
21 shared set of science-based restoration and con-
22 servation activities developed in accordance with
23 paragraph (1);

24 (B) targets cost effective projects with
25 measurable results; and

1 (C) maximizes restoration outcomes with
2 no net gain of Federal full-time equivalent em-
3 ployees; and

4 (4) establish the voluntary grant and technical
5 assistance programs in accordance with subsection
6 (e).

7 (c) COORDINATION.—In establishing the Program
8 the Secretary, acting through the Chief of the Forest Serv-
9 ice, shall consult with—

10 (1) the heads of Federal agencies, including—

11 (A) the Director of the United States Fish
12 and Wildlife Service; and

13 (B) the Chief of the Natural Resources
14 Conservation Service; and

15 (2) the Governor of each State in which res-
16 toration efforts will be carried out pursuant to the
17 Program.

18 (d) PURPOSES.—The purposes of the Program in-
19 clude—

20 (1) coordinating restoration and conservation
21 activities among Federal, State, local, and Tribal en-
22 tities and conservation partners to address white oak
23 restoration priorities;

1 (2) improving and regenerating white oak and
2 upland oak forests and the wildlife habitat such for-
3 ests provide;

4 (3) carrying out coordinated restoration and
5 conservation activities that lead to the increased
6 growth of species of white oak in native white oak
7 regions on Federal, State, Tribal, and private land;

8 (4) facilitating strategic planning to maximize
9 the resilience of white oak systems and habitats
10 under changing climate conditions;

11 (5) engaging the public through outreach, edu-
12 cation, and citizen involvement to increase capacity
13 and support for coordinated restoration and con-
14 servation activities for species of white oak; and

15 (6) increasing scientific capacity to support the
16 planning, monitoring, and research activities nec-
17 essary to carry out such coordinated restoration and
18 conservation activities.

19 (e) GRANTS AND ASSISTANCE.—

20 (1) IN GENERAL.—To the extent that funds are
21 available to carry out this section, the Secretary
22 shall establish a voluntary grant and technical as-
23 sistance program (in this section referred to as the
24 “grant program”) to achieve the purposes of the
25 Program described in subsection (d).

1 (2) ADMINISTRATION.—

2 (A) IN GENERAL.—The Secretary shall
3 enter into a cooperative agreement with the Na-
4 tional Fish and Wildlife Foundation (in this
5 subsection referred to as the “Foundation”) to
6 manage and administer the grant program.

7 (B) FUNDING.—Subject to the availability
8 of appropriations made in advance for such
9 purpose, after the Secretary enters into a coop-
10 erative agreement with the Foundation under
11 subparagraph (A), the Foundation shall for
12 each fiscal year, receive amounts to carry out
13 this subsection in an advance payment of the
14 entire amount on October 1, or as soon as prac-
15 ticable thereafter, of that fiscal year.

16 (3) APPLICATION OF NATIONAL FISH AND
17 WILDLIFE FOUNDATION ESTABLISHMENT ACT.—

18 Amounts received by the Foundation to carry out
19 the grant program shall be subject to the National
20 Fish and Wildlife Foundation Establishment Act (16
21 U.S.C. 3701 et seq.), excluding section 10(a) of that
22 Act (16 U.S.C. 3709(a)).

23 (f) SUNSET.—The authority under this section shall
24 terminate on the date that is 7 years after the date of
25 the enactment of this Act.

1 **SEC. 315. TREE NURSERY SHORTAGES.**

2 (a) IN GENERAL.—Not later than 1 year after the
3 date of the enactment of this section, the Secretary, acting
4 through the Chief of the Forest Service, shall—

5 (1) develop and implement a national strategy
6 to increase the capacity of Federal, State, Tribal,
7 and private tree nurseries to address the nationwide
8 shortage of tree seedlings; and

9 (2) coordinate such strategy with—

10 (A) the national reforestation strategy of
11 the Forest Service; and

12 (B) each regional implementation plan for
13 National Forests.

14 (b) ELEMENTS.—The strategy required under sub-
15 section (a) shall—

16 (1) be based on the best available science and
17 data; and

18 (2) identify and address—

19 (A) regional seedling shortages of bareroot
20 and container tree seedlings;

21 (B) regional reforestation opportunities
22 and the seedling supply necessary to fulfill such
23 opportunities;

24 (C) opportunities to enhance seedling di-
25 versity and close gaps in seed inventories; and

1 (D) barriers to expanding, enhancing, or
2 creating new infrastructure to increase nursery
3 capacity.

4 **SEC. 316. WHITE OAK RESEARCH.**

5 (a) IN GENERAL.—The Secretary may enter into a
6 memorandum of understanding with an Indian Tribe or
7 institution, including a covered land grant college, to col-
8 laboratively conduct research on—

9 (1) white oak genes with resistance or tolerance
10 to stress;

11 (2) white oak trees that exhibit vigor for the
12 purpose of increasing survival and growth;

13 (3) establishing a genetically diverse white oak
14 seeds bank capable of responding to stressors;

15 (4) providing a sustainable supply of white oak
16 seedlings and genetic resources;

17 (5) improved methods for aligning seed sources
18 with the future climate at planting sites;

19 (6) reforestation of white oak through natural
20 and artificial regeneration;

21 (7) improved methods for retaining and increas-
22 ing white oak trees in forests;

23 (8) improved methods for reforesting aban-
24 doned mine land sites; and

1 (9) economic and social aspects of white oak
2 forest management across land ownerships.

3 (b) CONSULT.—In carrying out the research under
4 subsection (a), the Indian Tribe or institution, including
5 a covered land grant college, that enters into the memo-
6 randum of understanding under such subsection may con-
7 sult with such States, nonprofit organizations, institutions
8 of higher education, and other scientific bodies, as the en-
9 tity subject to such memorandum determines appropriate.

10 (c) SUNSET.—The authority under this section shall
11 terminate on the date that is 7 years after the date of
12 the enactment of this Act.

13 (d) COVERED LAND GRANT COLLEGE DEFINED.—
14 In this section, the term “covered land grant college”
15 means an 1862 Institution, an 1890 Institution, or a 1994
16 Institution (as such terms are defined, respectively, in sec-
17 tion 2 of the Agricultural Research, Extension, and Edu-
18 cation Reform Act of 1998 (7 U.S.C. 7601)).

19 **SEC. 317. USDA FORMAL INITIATIVE.**

20 (a) IN GENERAL.—The Secretary, acting through the
21 Chief of the Natural Resources Conservation Service and
22 in coordination with the Chief of the Forest Service, shall
23 establish a formal initiative on white oak to—

24 (1) re-establish white oak forests where appro-
25 priate;

1 (2) improve management of existing white oak
2 forests to foster natural regeneration of white oak;

3 (3) provide technical assistance to private land-
4 owners to re-establish, improve management of, and
5 naturally regenerate white oak;

6 (4) improve and expand white oak nursery
7 stock; and

8 (5) adapt and improve white oak seedlings.

9 (b) SUNSET.—The authority under this section shall
10 terminate on the date that is 7 years after the date of
11 the enactment of this Act.

12 **SEC. 318. AUTHORITIES.**

13 To the maximum extent practicable, the Secretary of
14 the Interior and the Secretary shall use the authorities
15 provided under this title in combination with other au-
16 thorities to carry out projects, including—

17 (1) good neighbor agreements entered into
18 under section 8206 of the Agricultural Act of 2014
19 (16 U.S.C. 2113) (as amended by this Act); and

20 (2) stewardship contracting projects entered
21 into under section 604 of the Healthy Forests Res-
22 toration Act of 2003 (16 U.S.C. 6591) (as amended
23 by this Act).

1 **TITLE IV—ENSURING CASUALTY**
2 **ASSISTANCE FOR OUR FIRE-**
3 **FIGHTERS**

4 **SEC. 401. WILDLAND FIRE MANAGEMENT CASUALTY AS-**
5 **SISTANCE PROGRAM.**

6 (a) DEVELOPMENT OF PROGRAM.—Not later than 6
7 months after the date of the enactment of this Act, the
8 Secretary of the Interior shall develop a Wildland Fire
9 Management Casualty Assistance Program (referred to in
10 this section as the “Program”) to provide assistance to
11 the next-of-kin of—

- 12 (1) firefighters who, while in the line of duty,
13 suffer illness or are critically injured or killed; and
14 (2) wildland fire support personnel critically in-
15 jured or killed in the line of duty.

16 (b) ASPECTS OF PROGRAM.—The Program shall ad-
17 dress the following:

18 (1) The initial and any subsequent notifications
19 to the next-of-kin of firefighters or wildland fire sup-
20 port personnel who—

21 (A) are killed in the line of duty; or

22 (B) require hospitalization or treatment at
23 a medical facility due to a line-of-duty injury or
24 illness.

1 (2) The reimbursement of next-of-kin for ex-
2 penses associated with travel to visit firefighters or
3 wildland fire support personnel who—

4 (A) are killed in the line of duty; or

5 (B) require hospitalization or treatment at
6 a medical facility due to a line-of-duty injury or
7 illness.

8 (3) The qualifications, assignment, training, du-
9 ties, supervision, and accountability for the perform-
10 ance of casualty assistance responsibilities.

11 (4) The relief or transfer of casualty assistance
12 officers, including notification to survivors of critical
13 injury or illness in the line of duty and next-of-kin
14 of the reassignment of such officers to other duties.

15 (5) Centralized, short-term and long-term case
16 management procedures for casualty assistance, in-
17 cluding rapid access by survivors of firefighters or
18 wildland fire support personnel and casualty assist-
19 ance officers to expert case managers and coun-
20 selors.

21 (6) The provision, through a computer acces-
22 sible website and other means and at no cost to sur-
23 vivors and next-of-kin of firefighters or wildland fire
24 support personnel, of personalized, integrated infor-

1 mation on the benefits and financial assistance avail-
2 able to such survivors from the Federal Government.

3 (7) The provision of information to survivors
4 and next-of-kin of firefighters or wildland fire sup-
5 port personnel on mechanisms for registering com-
6 plaints about, or requests for, additional assistance
7 related to casualty assistance.

8 (8) Liaison with the Department of the Inte-
9 rior, the Department of Justice, and the Social Se-
10 curity Administration to ensure prompt and accurate
11 resolution of issues relating to benefits administered
12 by those agencies for survivors of firefighters or
13 wildland fire support personnel.

14 (9) Data collection, in consultation with the
15 United States Fire Administration and the National
16 Institute for Occupational Safety and Health, re-
17 garding the incidence and quality of casualty assist-
18 ance provided to survivors of firefighters or wildland
19 fire support personnel.

20 (c) LINE-OF-DUTY DEATH BENEFITS.—The Pro-
21 gram shall not affect existing authorities for Line-of-Duty
22 Death benefits for Federal firefighters and wildland fire
23 support personnel.

24 (d) NEXT-OF-KIN DEFINED.—In this section, the
25 term “next-of-kin” means a person or persons in the high-

1 est category of priority as determined by the following list
2 (categories appear in descending order of priority):

3 (1) Surviving legal spouse.

4 (2) Children (whether by current or prior mar-
5 riage) age 18 years or older in descending order of
6 precedence by age.

7 (3) Father or mother, unless custody has been
8 vested, by court order, in another (adoptive parent
9 takes precedence over natural parent).

10 (4) Siblings (whole or half) age 18 years or
11 older in descending order of precedence by age.

12 (5) Grandfather or grandmother.

13 (6) Any other relative (order of precedence to
14 be determined in accordance with the civil law of de-
15 scent of the deceased former member's State of
16 domicile at time of death).

○



County of Monterey

Board of Supervisors
Monterey County Water Resources Agency

Luis A. Alejo, District 1
Glenn Church, District 2
Chris M. Lopez, Chair, District 3
Wendy Root Askew, Vice Chair, District 4
Kate Daniels, District 5



February 10, 2025

The Honorable Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Adam Schiff
112 Hart Senate Office Building
Washington, DC 20510

Re: H.R. 471, Fix Our Forests Act – SUPPORT

Dear Senator Padilla and Senator Schiff:

On behalf of the County of Monterey Board of Supervisors and the Board of Supervisors of the Monterey County Water Resources Agency, we are writing to express our support for the Fix Our Forests Act (H.R. 471). Enacting this legislation would provide agencies with critical tools to implement the most vital forest management projects immediately.

This comprehensive, bipartisan legislation encourages more active management of federal forest lands, improves the regulatory process for forest health projects on federal lands, promotes federal, state, and local government collaboration, coordinates federal grant programs to better serve communities in high fire risk areas, and expands the use of technologies to address wildfire threats.

While the bill focuses largely on federal lands, it would provide opportunities for expanded federal, state, and local collaboration, including sharing of tools and information, to improve fire-shed and watershed management, water source and “at risk community” protection, and potential grant funding to minimize the risks of wildfire exposure, including loss of life and structures. Fire-shed management areas may include non-federal land and rangelands. The proposed Water Source Protection Program aims to protect and restore watershed health, water supply and quality, municipal or agricultural water supply systems, and water-related infrastructure. The bill also aims to establish a Community Wildfire Risk Reduction Program to, in part, support interagency coordination in reducing wildfire risk, advance research, including support for non-federal research partners, encourage public-private partnerships to perform fuel management activities, and provide technical and financial assistance. The bill also provides the potential for post-fire restoration support.

As you know, a century of suppressing all natural fires, which led to excessive and unnatural growth, decades of mismanagement of federal lands due to outdated laws, and rising temperatures have created a perfect storm of federal lands susceptible to drought and wildfires. In California, the nine largest wildfires on record and three of the top five deadliest fires have occurred during the last decade. In 2020, California wildfires contributed more to climate change than the state's entire power sector. And, of course, the recent fires in Los Angeles have provided us with a shocking example of the devastation caused by wildfires. Moreover, catastrophic fire is the single largest source of particulate pollution in the United States, posing a significant threat to watersheds and ecosystems. The cost of further inaction is untenable. We are optimistic that this legislation can be a turning point to preventing additional tragedies caused by fires.



Clerk of the Board | 168 West Alisal St. 1st Floor | Salinas, CA 93901
831 755 5066 | cob@co.monterey.ca.us | www.countyofmonterey.gov

We appreciate your continued support for Monterey County, and we urge you to vote “aye” on any Senate action related to H.R. 471, the Fix Our Forests Act.

Sincerely,

DRAFT

Chris M. Lopez

Chair, County of Monterey Board of Supervisors

Chair, Board of Supervisors of the Monterey County Water Resources Agency



County of Monterey

Board of Supervisors
Monterey County Water Resources Agency

Luis A. Alejo, District 1
Glenn Church, District 2
Chris M. Lopez, Chair, District 3
Wendy Root Askew, Vice Chair, District 4
Kate Daniels, District 5



February 10, 2025

The Honorable Jimmy Panetta
304 Cannon House Office Building
Washington, DC 20515

The Honorable Zoe Lofgren
1401 Longworth House Office Building
Washington, DC 20515

Re: H.R. 471, Fix Our Forests Act – SUPPORT

Dear Congressman Panetta and Congresswoman Lofgren:

On behalf of the County of Monterey Board of Supervisors and the Board of Supervisors of the Monterey County Water Resources Agency, we are writing to express our support for the Fix Our Forests Act (H.R. 471). We appreciate your leadership to provide agencies with critical tools to implement the most vital forest management projects immediately.

This comprehensive, bipartisan legislation encourages more active management of federal forest lands, improves the regulatory process for forest health projects on federal lands, promotes federal, state, and local government collaboration, coordinates federal grant programs to better serve communities in high fire risk areas, and expands the use of technologies to address wildfire threats.

While the bill focuses largely on federal lands, it would provide opportunities for expanded federal, state, and local collaboration, including sharing of tools and information, to improve fire-shed and watershed management, water source and “at risk community” protection, and potential grant funding to minimize the risks of wildfire exposure, including loss of life and structures. Fire-shed management areas may include non-federal land and rangelands. The proposed Water Source Protection Program aims to protect and restore watershed health, water supply and quality, municipal or agricultural water supply systems, and water-related infrastructure. The bill also aims to establish a Community Wildfire Risk Reduction Program to, in part, support interagency coordination in reducing wildfire risk, advance research, including support for non-federal research partners, encourage public-private partnerships to perform fuel management activities, and provide technical and financial assistance. The bill also provides the potential for post-fire restoration support.

As you know, a century of suppressing all natural fires, which led to excessive and unnatural growth, decades of mismanagement of federal lands due to outdated laws, and rising temperatures have created a perfect storm of federal lands susceptible to drought and wildfires. In California, the nine largest wildfires on record and three of the top five deadliest fires have occurred during the last decade. In 2020, California wildfires contributed more to climate change than the state's entire power sector. And, of course, the recent fires in Los Angeles have provided us with a shocking example of the devastation caused by wildfires. Moreover, catastrophic fire is the single largest source of particulate pollution in the United States, posing a significant threat to watersheds and ecosystems. The cost of further inaction is untenable. We are optimistic that this legislation can be a turning point to preventing additional tragedies caused by fires.



Clerk of the Board | 168 West Alisal St. 1st Floor | Salinas, CA 93901
831 755 5066 | cob@co.monterey.ca.us | www.countyofmonterey.gov

We appreciate your continued support for Monterey County, and we thank you for voting to pass H.R. 471, the Fix Our Forests Act, out of the House of Representatives.

Sincerely,

DRAFT

Chris M. Lopez

Chair, County of Monterey Board of Supervisors

Chair, Board of Supervisors of the Monterey County Water Resources Agency



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _

**AUTHORIZE THE GENERAL MANAGER
TO INITIATE SUPPORT FOR BILL HR471,
THE FIX OUR FORESTS ACT.**

Upon motion of Director, seconded by Director, and carried by those members present, the Board of Directors hereby:

Authorize the General Manager to initiate support for Bill HR471, the Fix Our Forests Act.

PASSED AND ADOPTED on this **18th** day of **February 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.7

Board Report

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

Legistar File Number: WRAG 25-030

February 18, 2025

Introduced: 2/12/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to initiate support for Bill HR338, the Every Drop Counts Act. (Staff: Ara Azhderian)

RECOMMENDATION:

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

Authorize the General Manager to initiate support for Bill HR338, the Every Drop Counts Act.

SUMMARY/DISCUSSION:

On January 13, 2025, a bipartisan group of San Joaquin Valley representatives introduced HR 338. The bill aims to amend the Bureau of Reclamation's Small Storage Program currently authorized through 2026 under the Bipartisan Infrastructure Law (a.k.a. Infrastructure Investment and Jobs Act) to provide a federal cost share to eligible, small surface and groundwater storage projects. Currently, the Program has approximately \$43.5 million available for federal fiscal-years 2025 and 2026 and the latest funding opportunity opened in September 2024. The federal cost share cannot exceed the lesser of 25 percent of project cost or \$30 million dollars. Reclamation continues to accept feasibility study submissions at any time and is encouraging non-Federal entities to submit their feasibility studies by Spring 2025 for consideration. This funding opportunity provides financial assistance for projects that will increase water supply reliability, improve operational flexibility, and enhance climate resiliency of water and related infrastructure throughout the 17 western states, Alaska, and Hawaii. In accordance with the current BIL, as previously amended, projects must have a water storage capacity of not less than 200 acre-feet and not more than 30,000 acre-feet. Water conveyance projects are also eligible.

HR 338 would extend authorization of the funding by another 5 years and expand eligibility by increasing the potential size of groundwater storage projects to a maximum recharge potential of 150,000 acre-feet. The Association of California Water Agencies Federal Affairs Committee is recommending a "support" position. The Agency has an interest in the success of this bill to potentially support future Sustainable Groundwater Management Act related activities in the Salinas Valley Basin.

OTHER AGENCY INVOLVEMENT:

On February 10, 2025, the County of Monterey's Legislative Committee adopted a "Support" position and authorized their Intergovernmental & Legislative Affairs Division to work the bill.

FINANCING:

None.

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

Attachments:

1. ACWA FAC Memo RE: HR338 Every Drop Counts Act
2. Bill HR338 The Every Drop Counts Act, Costa et. al. DRAFT
3. DRAFT LTR WRA RE: HR338, the Every Drop Counts Act - Support Panetta-Lofgren
4. Board Order



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 25-030

February 18, 2025

Introduced: 2/12/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to initiate support for Bill HR338, the Every Drop Counts Act.

RECOMMENDATION:

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

Authorize the General Manager to initiate support for Bill HR338, the Every Drop Counts Act.

SUMMARY/DISCUSSION:

On January 13, 2025, a bipartisan group of San Joaquin Valley representatives introduced HR 338. The bill aims to amend the Bureau of Reclamation's Small Storage Program currently authorized through 2026 under the Bipartisan Infrastructure Law (a.k.a. Infrastructure Investment and Jobs Act) to provide a federal cost share to eligible, small surface and groundwater storage projects. Currently, the Program has approximately \$43.5 million available for federal fiscal-years 2025 and 2026 and the latest funding opportunity opened in September 2024. The federal cost share cannot exceed the lesser of 25 percent of project cost or \$30 million dollars. Reclamation continues to accept feasibility study submissions at any time and is encouraging non-Federal entities to submit their feasibility studies by Spring 2025 for consideration. This funding opportunity provides financial assistance for projects that will increase water supply reliability, improve operational flexibility, and enhance climate resiliency of water and related infrastructure throughout the 17 western states, Alaska, and Hawaii. In accordance with the current BIL, as previously amended, projects must have a water storage capacity of not less than 200 acre-feet and not more than 30,000 acre-feet. Water conveyance projects are also eligible.

HR 338 would extend authorization of the funding by another 5 years and expand eligibility by increasing the potential size of groundwater storage projects to a maximum recharge potential of 150,000 acre-feet. The Association of California Water Agencies Federal Affairs Committee is recommending a "support" position. The Agency has an interest in the success of this bill to potentially support future Sustainable Groundwater Management Act related activities in the Salinas Valley Basin.

OTHER AGENCY INVOLVEMENT:

On February 10, 2025, the County of Monterey's Legislative Committee adopted a "Support" position and authorized their Intergovernmental & Legislative Affairs Division to work the bill.

FINANCING:

None.

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

Attachments:

1. ACWA FAC Memo RE: HR338 Every Drop Counts Act
2. Bill HR338 The Every Drop Counts Act, Costa et. al. DRAFT
3. DRAFT LTR WRA RE: HR338, the Every Drop Counts Act - Support Panetta-Lofgren
4. Board Order

Every Drop Counts Act ([H.R.338](#))

On January 13, 2025, Congressman Jim Costa (D-CA-21) and Congressman David Valadao (R-CA-22) introduced H.R. 338, the Every Drop Counts Act. The bill is cosponsored by Congressman Russ Fulcher (R-ID-1), Congressman Adam Gray (D-CA-13), and Congressman Josh Harder (D-CA-9)

This legislation would amend section 40903(b)(1) the Infrastructure Investment and Jobs Act (IIJA) (P.L.117-58) to expand eligibility criteria to apply for the Bureau of Reclamation's (Reclamation) Small Water Storage and Groundwater Storage Program.

Reclamation's Small Water Storage and Groundwater Storage Program was authorized in 2021 as part of the IIJA. The program is authorized to allocate \$100 million in federal funds for projects with water storage capacity between 200 and 30,000 acre-feet, conveyance infrastructure to or from small capacity projects is also eligible for funding.

Federal cost share cannot exceed the lesser of 25 percent of project cost or \$30 million dollars.

H.R. 338 would expand eligibility criteria to also include projects that have an average annual project life capacity between 200 and 150,000 acre-feet. The bill would also extend the authorization of the small water storage and groundwater storage program for an additional five years (it is currently set to expire in 2026).

ACWA Staff Recommendation:

ACWA staff recommends support for this legislation.

.....
(Original Signature of Member)

118TH CONGRESS
2D SESSION

H. R. _____

To amend the Infrastructure Investment and Jobs Act to increase surface water and groundwater storage, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Mr. COSTA introduced the following bill; which was referred to the Committee on _____

A BILL

To amend the Infrastructure Investment and Jobs Act to increase surface water and groundwater storage, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Every Drop Counts
5 Act”.

6 **SEC. 2. ELIGIBLE WATER STORAGE PROJECTS.**

7 (a) IN GENERAL.—Subparagraph (B) of section
8 40903(b)(1) of the Infrastructure Investment and Jobs

1 Act (43 U.S.C. 3203(b)(1)(B)) is amended to read as fol-
2 lows:

3 “(B) ELIGIBLE PROJECTS.—The following
4 projects shall be eligible for consideration for a
5 grant under this section:

6 “(i) GENERAL ACRE-FEET CAPAC-
7 ITY.—A project that—

8 “(I) has water storage capacity
9 of not less than 200 acre-feet and not
10 more than 30,000 acre-feet; and

11 “(II)(aa) increases surface water
12 or groundwater storage; or

13 “(bb) conveys water, directly or
14 indirectly, to or from surface water or
15 groundwater storage.

16 “(ii) AVERAGE ANNUAL PROJECT LIFE
17 ACRE-FEET CAPACITY.—A project that—

18 “(I) has water storage capacity
19 of recharges not less than 200 acre-
20 feet and not more than 150,000 acre-
21 feet on an average annual basis over
22 the life of the project for storage or
23 use; and

24 “(II)(aa) increases groundwater
25 aquifer storage;

1 “(bb) conveys water, directly or
2 indirectly, to or recovers water from
3 groundwater storage;

4 “(cc) both increases groundwater
5 aquifer storage and conveys water, di-
6 rectly or indirectly, to or recovers
7 water from groundwater storage;

8 “(dd) stabilizes groundwater lev-
9 els.”.

10 (b) **AUTHORITY.**—Section 40903(e) of the Infrastruc-
11 ture Investment and Jobs Act (43 U.S.C. 3203(e)) is
12 amended by striking “5” and inserting “10”.

13 **SEC. 3. STATUTORY CONSTRUCTION.**

14 Nothing in the amendment made by section 2 shall
15 be construed—

16 (1) to supersede or in any manner affect or
17 conflict with State water law, Federal water law,
18 interstate compacts, or treaty obligations;

19 (2) to authorize any acquisition of water by the
20 Federal Government; or

21 (3) to supersede or infringe on any water
22 rights.



County of Monterey

Board of Supervisors
Monterey County Water Resources Agency

Luis A. Alejo, District 1
Glenn Church, District 2
Chris M. Lopez, Chair, District 3
Wendy Root Askew, Vice Chair, District 4
Kate Daniels, District 5



February 10, 2025

The Honorable Jimmy Panetta
304 Cannon House Office Building
Washington, DC 20515

The Honorable Zoe Lofgren
1401 Longworth House Office Building
Washington, DC 20515

Re: H.R. 338, the Every Drop Counts Act. – SUPPORT

Dear Congressman Panetta and Congresswoman Lofgren:

On behalf of the County of Monterey Board of Supervisors and the Board of Supervisors of the Monterey County Water Resources Agency, we are writing to express our support for the Every Drop Counts Act (H.R. 338). This legislation would build on the Bipartisan Infrastructure Law's impact by increasing funding and expanding support for groundwater recharge projects. Significantly, H.R. 338 would make it easier for groundwater projects to qualify for funding, increase the amount of water they can store, and stabilize underground aquifers.

This bill would amend the Bureau of Reclamation's Small Storage Program authorized through 2026 under the Bipartisan Infrastructure Law (a.k.a. Infrastructure Investment and Jobs Act or "BIL") to provide a federal cost share to eligible, small surface and groundwater storage projects. Currently, the Program has approximately \$43.5 million available for federal fiscal-years 2025 and 2026 and the latest funding opportunity opened in September 2024. The federal cost share cannot exceed the lesser of 25 percent of project cost or \$30 million dollars. Reclamation continues to accept feasibility study submissions at any time and is encouraging non-Federal entities to submit their feasibility studies by Spring 2025 for consideration. This funding opportunity provides financial assistance for projects that will increase water supply reliability, improve operational flexibility, and enhance climate resiliency of water and related infrastructure throughout the 17 western states, Alaska, and Hawaii. In accordance with the current BIL, as amended, projects must have a water storage capacity of not less than 200 acre-feet and not more than 30,000 acre-feet. Water conveyance projects are also eligible. H.R. 338 would extend authorization of the funding by another 5 years and expand eligibility by increasing the potential size of storage projects to a maximum recharge potential of 150,000 acre-feet.

We appreciate your continued support for the residents of the County of Monterey, and we urge you to cosponsor H.R. 338, the Every Drop Counts Act.

Sincerely,

DRAFT

Chris M. Lopez
Chair, County of Monterey Board of Supervisors
Chair, Board of Supervisors of the Monterey County Water Resources Agency

cc: The Honorable Alex Padilla, U.S. Senator for California
The Honorable Adam Schiff, U.S. Senator for California



Clerk of the Board | 168 West Alisal St. 1st Floor | Salinas, CA 93901
831 755 5066 | cob@co.monterey.ca.us | www.countyofmonterey.gov



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _

**AUTHORIZE THE GENERAL MANAGER TO INITIATE
SUPPORT FOR BILL HR338, THE EVERY DROP
COUNTS ACT.**

Upon motion of Director, seconded by Director, and carried by those members present, the Board of Directors hereby:

Authorize the General Manager to initiate support for Bill HR338, the Every Drop Counts Act.

PASSED AND ADOPTED on this **18th** day of **February 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.8

Board Report

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

Legistar File Number: WRAG 25-018

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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

RECOMMENDATION:

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

Approve an Agreement for Services with FlowWest, Inc. in the dollar amount of \$275,000 and authorize the General Manager to execute the agreement.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) requests approval to enter into a Professional Services Agreement with FlowWest, Inc. for work to be performed related to the DWR Grant-funded Monterey County Water Resources Agency Flood Emergency Response Project (Project).

The project seeks to improve local flood emergency response by developing an emergency management and communications tool allowing rapid viewing of county mapping products to allow advanced flood warning in local communities. The need for updated flood inundation mapping and emergency response protocols were identified during the flood emergency events of 2023.

Under the agreement, FlowWest will develop a planning tool for the Agency that allows rapid viewing of Salinas River flood inundation mapping based on user input of forecasted flows or stages in the Salinas River. This tool will assist the Agency in predicting flooding extents given forecasts of river flow and provide advanced warning to impacted communities. This effort will realize a significant cost-savings by leveraging an existing HEC-RAS computer model of the Salinas River originally developed by FlowWest in 2014-2015 and updated in 2023. This model predicts hydraulics of the Salinas River from approximately Bradley at the southern extent to the Monterey Bay at the Northern extent. This model will be further updated and refined, simulations of a wide range of flows will be run, flood inundation maps will be created, along with a software tool that allows these maps to be used to forecast flooding patterns.

OTHER AGENCY INVOLVEMENT:

At its April 15, 2024 meeting, the Agency Board of Directors authorized staff to engage with DWR and apply, execute, and manage documents related to the grant funding this Project. The Agency Finance Committee recommended that the Board of Directors approve the subject agreement.

FINANCING:

Funding for this agreement will be provided by a combination of State Department of Water Resources Statewide Flood Emergency Response Grant funds awarded to the Agency in 2024 in the amount of \$180,000 and Agency matching funds for the remainder (\$95,000). The Agency is also seeking to reduce its funding obligation through distributive cost-sharing with other emergency management partner agencies.

This project is in the adopted FY2025 budget.

Prepared by: Peter Kwiek, Associate Water Resources Hydrologist (831) 755-4860

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

Attachments:

1. FlowWest Agreement - Draft PSA
2. Board Order



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 25-018

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve an Agreement for Services with FlowWest, Inc. in the dollar amount of \$275,000 for work to be performed related to the Monterey County Water Resources Agency Flood Emergency Response Project (Project).

RECOMMENDATION:

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

Approve an Agreement for Services with FlowWest, Inc. in the dollar amount of \$275,000 and authorize the General Manager to execute the agreement.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) requests approval to enter into a Professional Services Agreement with FlowWest, Inc. for work to be performed related to the DWR Grant-funded Monterey County Water Resources Agency Flood Emergency Response Project (Project).

The project seeks to improve local flood emergency response by developing an emergency management and communications tool allowing rapid viewing of county mapping products to allow advanced flood warning in local communities. The need for updated flood inundation mapping and emergency response protocols were identified during the flood emergency events of 2023.

Under the agreement, FlowWest will develop a planning tool for the Agency that allows rapid viewing of Salinas River flood inundation mapping based on user input of forecasted flows or stages in the Salinas River. This tool will assist the Agency in predicting flooding extents given forecasts of river flow and provide advanced warning to impacted communities. This effort will realize a significant cost-savings by leveraging an existing HEC-RAS computer model of the Salinas River originally developed by FlowWest in 2014-2015 and updated in 2023. This model predicts hydraulics of the Salinas River from approximately Bradley at the southern extent to the Monterey Bay at the Northern extent. This model will be further updated and refined, simulations of a wide range of flows will be run, flood inundation maps will be created, along with a software tool that allows these maps to be used to forecast flooding patterns.

OTHER AGENCY INVOLVEMENT:

At its April 15, 2024 meeting, the Agency Board of Directors authorized staff to engage with DWR and apply, execute, and manage documents related to the grant funding this Project. The Agency Finance Committee recommended that the Board of Directors approve the subject agreement.

FINANCING:

Funding for this agreement will be provided by a combination of State Department of Water Resources Statewide Flood Emergency Response Grant funds awarded to the Agency in 2024 in the amount of \$180,000 and Agency matching funds for the remainder (\$95,000). The Agency is also seeking to reduce its funding obligation through distributive cost-sharing with other emergency management partner agencies.

This project is in the adopted FY2025 budget.

Prepared by: Peter Kwiek, Associate Water Resources Hydrologist (831) 755-4860

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

Attachments:

1. FlowWest Agreement - Draft PSA
2. Board Order

**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 _____, a _____ hereinafter called "CONTRACTOR".

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

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

(\$ _____).

4. Monthly Invoices by CONTRACTOR; Payment.

- a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@countyofmonterey.gov and to the Contract Administrator listed in Section 27.
- c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification.

- 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 subcontractors, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractors showing each subcontractors has identical insurance coverage to the above requirements.

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

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

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If

the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

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

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

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

the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

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

negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a contract for a preliminary phase of a project, with future phases to bid separately. This section does not apply to those situations when a contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

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

Agency’s designated administrator of this Agreement shall be:

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

TO AGENCY

TO CONTRACTOR

Name:	Name:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:
E-Mail:	E-Mail:

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

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

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

CONTRACTOR: FlowWest Inc.

BY:

BY:

Ara Azhderian
General Manager

Type Name:

Title: _____

Date: _____

Date: _____

BY:

Type Name: _____

Title: _____

Date: _____

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

(_____)
Agreement/Amendment No # (_____)

Approved as to form ¹:

Approved as to fiscal provisions:

Chief Assistant County Counsel

Administrative Analyst

Dated: _____

Dated: _____

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: _____

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

² Approval by Auditor-Controller is required

EXHIBIT A SCOPE OF WORK/WORK SCHEDULE

Agreement between the Monterey County Water Resources Agency (Agency) and Flow West, Inc. (CONTRACTOR) for work to be performed related to the Monterey County Water Resources Agency Flood Emergency Response Project (Project).

Under this Agreement CONTRACTOR will provide services including staff resources or subcontractors to perform tasks related to the implementation of the Project as outlined below.

Project Description

The project seeks to improve local flood emergency response by developing an emergency management and communications tool allowing rapid viewing of county mapping products to allow flood advanced warning in local communities. Contractor proposes to develop a planning tool for Agency that allows rapid viewing of Salinas River flood inundation mapping based on user input of forecasted flows or stages in the Salinas River. This tool will assist MCWRA in predicting flooding extents given forecasts of river flow and provide advanced warning to impacted communities. This effort will be based on an existing HEC-RAS computer model of the Salinas River originally developed by FlowWest in 2014-2015 and updated in 2023. This model predicts hydraulics of the Salinas River from approximately Bradley at the southern extent to the Monterey Bay at the Northern extent. This model will be further updated and refined, simulations of a wide range of flows will be run, flood inundation maps will be created, along with a software tool that allows these maps to be used to forecast flooding patterns. The specific tasks to be performed are detailed below.

Funding for the Project is provided through a reimbursable grant to Agency from the Department of Water Resources (DWR). In addition to the requirements described in this Exhibit, all deliverables must comply with the terms of the payable grant agreement between DWR and the Agency. A copy of the grant agreement will be provided to CONTRACTOR upon request.

Project Tasks

Task 1: Model Refinement

Contractor will perform a variety of tasks aimed at increasing accuracy of the HEC-RAS model, particularly in the lower valley where model predictions may overestimate flood stages and extents. This could be due to Monterey Bay/Salinas Lagoon tidal boundary conditions, roughness coefficients, or other model inputs. These will be investigated with MCWRA and adjusted in an effort to increase accuracy.

Task 2: Model Simulations and Flood Inundation Mapping

Contractor will perform a suite of simulations of varied flows, including varied tidal conditions in Monterey Bay, to create a library of flood inundation maps. These will likely include flows between 10,000 cfs and 120,000 cfs. We anticipate simulating steady-state flows at intervals between these two bounding flows. Mapped flood inundation outputs will be created for all interval flows. Management of the modeling team and coordination with Agency on model outputs are included in this task.

Task 3: Interface Design

Contractor will meet with Agency to understand their needs and design a user interface that provides the required input from the user and displays flood mapping in desired formats. We anticipate the interface design being a balance between ease of use, complexity and variety of inputs, and available time and budget. Management of development team and coordination with Agency for the interface design are included in this task.

Task 4: Tool Software Development

Contractor will work with Agency to determine the overall application design and software technology stack based on system and IT requirements. We will develop user interface wireframes, the application programming interface (API) and data models, and backend server and API for receiving and processing user queries.

Robust testing will be performed to ensure expected functionality based on agreed upon system requirements, as well as ensuring application performs optimally. We will deploy the frontend user interface, backend, and databased system to an agreed-upon cloud platform (ex: Amazon Web Services, Microsoft Azure, etc.).

Up to two rounds of Agency review and testing and incorporating feedback into the final version of the software are anticipated. Management of the development team and coordination with Agency are included in this task.

Deliverables

CONTRACTOR will provide:

- Flood inundation maps in ESRI shapefile or raster format.
- A technical memorandum documenting outcomes and updates/refinements made to the model.
- Web-based software tool, documentation, and user manual
- Invoices and associated backup documentation in a format approved by Agency
- Quarterly Progress Reports

- Project Completion Report
- Final Financial Report

Any reports, photos, or written materials provided under this agreement may be submitted as part of Agency reporting requirements to state or federal agencies, shared with Agency directors or committees, or shared with the public via web site or other methods.

DRAFT

**EXHIBIT B
FEE SCHEDULE**

Estimated costs for tasks identified in this agreement. Tasks are described in detail in Exhibit A.
Total contract amount not to exceed \$275,000.

Estimated Project Cost by Task	
Task	Estimated Cost
<i>Task 1: Model Refinement</i>	<i>\$40,000</i>
<i>Task 2: Model Simulations and Flood Inundation Mapping</i>	<i>\$55,000</i>
<i>Task 3: Interface Design</i>	<i>\$40,000</i>
<i>Task 4: Mapping Tool Software Development</i>	<i>\$140,000</i>
Project Total	\$275,000

DRAFT



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. 25-XX

- a. APPROVE AN AGREEMENT FOR SERVICES WITH FLOWWEST, INC. IN THE DOLLAR AMOUNT OF \$275,000 FOR WORK TO BE PERFORMED RELATED TO THE MONTEREY COUNTY WATER RESOURCES AGENCY FLOOD EMERGENCY RESPONSE AND;**
- b. AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT.**

Upon motion of Director XXXXX, seconded by Director XXXX, and carried by those members present, the Board of Directors hereby:

- a. Approve an Agreement for Services with FlowWest, Inc. in the dollar amount of \$275,000 for work to be performed related to the Monterey County Water Resources Agency Flood Emergency Response Project and;
- b. Authorize the General Manager to execute the agreement.

PASSED AND ADOPTED on this **18th** day of **February, 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.9

Board Report

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

Legistar File Number: WRAG 25-019

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 1 to the Agreement for Services with Don Chapin Company for a dollar amount increase of \$5,000, not to exceed \$131,000 for the repair of a damaged section of culvert at the Blanco drainage ditch. (Staff: Jason Demers)

RECOMMENDATION:

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

Approve Amendment No. 1 to the Agreement for Services with Don Chapin Company for a dollar amount increase of \$5,000, not to exceed \$131,000 for the repair of a damaged section of culvert at the Blanco drainage ditch.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) owns and maintains a culvert and flap gate located in the Blanco Drain that provides drainage from the surrounding agriculture fields located in Storm Drain Maintenance District No. 2. This drainage empties into the Salinas River via the culvert and flap gate. During the winter storms of 2023 a section of pipe separated at the joint due to corrosion and left an approximate one foot opening that could allow high river flows to move upstream into the drainage ditch.

In October 2024 the Board of Directors approved an agreement with Don Chapin Company for an amount not to exceed \$126,000 for the repair of a damaged section of culvert at the Blanco drainage ditch. The original estimate included replacement of the most severely damaged portion of the culvert (approximately 20 feet) and installation of a concrete canvas lining to reinforce the remaining culvert (approximately 40 feet). Once excavation began and a more thorough inspection could be performed, it was determined that the concrete canvas liner would not be an effective repair given the deteriorated condition of the existing culvert. It was decided that replacement of the entire culvert would be required.

The final project cost of \$130,080.52, exceeded the agreement amount by \$4,080.52. The Agency is seeking Amendment 1 to the agreement with Don Chapin Company to pay for the additional cost associated with the full replacement of the culvert.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Funds for this agreement will be split between Agency Fund 111- Admin and Fund 134 - SRDF. Fund 111 receives assessments collected for Storm Drain Maintenance District No. 2 and maintenance of a fully functional Blanco Drain outfall is required to avoid drainage impacts associated with the impoundment of water at the SRDF.

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

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

Attachments:

1. Amendment 1 to the Agreement for Services
2. Board Order



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 25-019

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 1 to the Agreement for Services with Don Chapin Company for a dollar amount increase of \$5,000, not to exceed \$131,000 for the repair of a damaged section of culvert at the Blanco drainage ditch.

RECOMMENDATION:

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

Approve Amendment No. 1 to the Agreement for Services with Don Chapin Company for a dollar amount increase of \$5,000, not to exceed \$131,000 for the repair of a damaged section of culvert at the Blanco drainage ditch.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) owns and maintains a culvert and flap gate located in the Blanco Drain that provides drainage from the surrounding agriculture fields located in Storm Drain Maintenance District No. 2. This drainage empties into the Salinas River via the culvert and flap gate. During the winter storms of 2023 a section of pipe separated at the joint due to corrosion and left an approximate one foot opening that could allow high river flows to move upstream into the drainage ditch.

In October 2024 the Board of Directors approved an agreement with Don Chapin Company for an amount not to exceed \$126,000 for the repair of a damaged section of culvert at the Blanco drainage ditch. The original estimate included replacement of the most severely damaged portion of the culvert (approximately 20 feet) and installation of a concrete canvas lining to reinforce the remaining culvert (approximately 40 feet). Once excavation began and a more thorough inspection could be performed, it was determined that the concrete canvas liner would not be an effective repair given the deteriorated condition of the existing culvert. It was decided that replacement of the entire culvert would be required.

The final project cost of \$130,080.52, exceeded the agreement amount by \$4,080.52. The Agency is seeking Amendment 1 to the agreement with Don Chapin Company to pay for the additional cost associated with the full replacement of the culvert.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Funds for this agreement will be split between Agency Fund 111- Admin and Fund 134 - SRDF. Fund 111 receives assessments collected for Storm Drain Maintenance District No. 2 and maintenance of a fully functional Blanco Drain outfall is required to avoid drainage impacts associated with the impoundment of water at the SRDF.

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

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

Attachments:

1. Amendment 1 to the Agreement for Services
2. Board Order

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
THE DON CHAPIN CO, 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 The Don Chapin Co, 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 October 1, 2024 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$5,000.00, not to exceed \$131,000.00, to continue providing services identified in the Agreement.

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

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

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 Thirty-one Thousand dollars (\$131,000.00).

Original Agreement	\$126,000
Amendment No. 1	<u>\$5,000</u>
Not to exceed total:	\$131,000

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:
The Don Chapin Co, Inc.**

By: _____

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.



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _

APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES WITH DON CHAPIN COMPANY FOR A DOLLAR AMOUNT INCREASE OF \$5,000, NOT TO EXCEED \$131,000 FOR THE REPAIR OF A DAMAGED SECTION OF CULVERT AT THE BLANCO DRAINAGE DITCH.

Upon motion of Director, seconded by Director, and carried by those members present, the Board of Directors hereby:

Approve Amendment No. 1 to the Agreement for Services with Don Chapin Company for a dollar amount increase of \$5,000, not to exceed \$131,000 for the repair of a damaged section of culvert at the Blanco drainage ditch.

PASSED AND ADOPTED on this **18th** day of **February 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.10

Board Report

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

Legistar File Number: WRAG 25-027

February 18, 2025

Introduced: 2/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 1 to the Service Agreement with A. Teichert & Son, Inc. dba Teichert Construction for on-call repair services for CSIP, to extend the term length to July 31st, 2027, and a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1. (Staff: Peter Vannerus)

RECOMMENDATION:

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

Approve Amendment No. 1 to the Service Agreement with A. Teichert & Son, Inc. dba Teichert Construction for on-call repair services for CSIP, to extend the term length to July 31st, 2027, and a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1.

SUMMARY/DISCUSSION:

On July 26th, 2023, the Agency entered into an Agreement for services with A. Teichert & Son, Inc. dba Teichert Construction for on-call and emergency repair services primarily for the CSIP distribution system but including the potential for other agency facilities. The need for on-call contractors to respond to emergency or high priority repairs due to unexpected breakages/ failures became evident after a tractor hit one of the smaller diameter HDPE sections of the distribution line off of Rodgers Road. To limit repair time for emergency issues such as that, it was necessary to establish on-call contracts. Teichert Construction was one of the few contractors that could respond in a rapid time to perform the pipeline fix which was covered outside this current agreement.

The next emergency line leak occurred shortly after out on an end line on the Harbor Ranch. Of which Teichert was again available for quick response and as such we developed the current agreement for that repair plus additional room for continued on-call services.

The remaining funds on the existing contract were exhausted for the third repair project Teichert was called on for repair services. It included the repair of two broken CSIP Isolation valves that occurred last month, December 2024. One valve broke in the closed position, blocking water supply to the turnout for grower's use and the second broke in a partially open position, limiting flow at the turnout.

Due to the success of the past repairs, experience with the CSIP System and expertise in multiple disciplines, it is advisable to retain the contractor for continued successful on-call and emergency repair services. This will allow the promptest responses to unexpected line breaks, leaks, failures, etc. of components of the CSIP System and potentially other Agency Facilities; limiting downtime and

service outages within the system.

The Amendment No.1 will extend the term of the agreement to July 31st, 2027 and add a dollar amount on the contract by \$150,000 with a total not-to-exceed amount of \$250,000. The Agreement is funded by CSIP Fund 131 under general Operations and Maintenance activities.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP O&M

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

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

Attachments:

1. Original Agreement
2. Amendment No. 1
3. Board Order



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 25-027

February 18, 2025

Introduced: 2/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 1 to the Service Agreement with A. Teichert & Son, Inc. dba Teichert Construction for on-call repair services for CSIP, to extend the term length to July 31st, 2027, and a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1.

RECOMMENDATION:

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

Approve Amendment No. 1 to the Service Agreement with A. Teichert & Son, Inc. dba Teichert Construction for on-call repair services for CSIP, to extend the term length to July 31st, 2027, and a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1.

SUMMARY/DISCUSSION:

On July 26th, 2023, the Agency entered into an Agreement for services with A. Teichert & Son, Inc. dba Teichert Construction for on-call and emergency repair services primarily for the CSIP distribution system but including the potential for other agency facilities. The need for on-call contractors to respond to emergency or high priority repairs due to unexpected breakages/ failures became evident after a tractor hit one of the smaller diameter HDPE sections of the distribution line off of Rodgers Road. To limit repair time for emergency issues such as that, it was necessary to establish on-call contracts. Teichert Construction was one of the few contractors that could respond in a rapid time to perform the pipeline fix which was covered outside this current agreement.

The next emergency line leak occurred shortly after out on an end line on the Harbor Ranch. Of which Teichert was again available for quick response and as such we developed the current agreement for that repair plus additional room for continued on-call services.

The remaining funds on the existing contract were exhausted for the third repair project Teichert was called on for repair services. It included the repair of two broken CSIP Isolation valves that occurred last month, December 2024. One valve broke in the closed position, blocking water supply to the turnout for grower's use and the second broke in a partially open position, limiting flow at the turnout.

Due to the success of the past repairs, experience with the CSIP System and expertise in multiple disciplines, it is advisable to retain the contractor for continued successful on-call and emergency repair services. This will allow the promptest responses to unexpected line breaks, leaks, failures, etc. of components of the CSIP System and potentially other Agency Facilities; limiting downtime and

service outages within the system.

The Amendment No.1 will extend the term of the agreement to July 31st, 2027 and add a dollar amount on the contract by \$150,000 with a total not-to-exceed amount of \$250,000. The Agreement is funded by CSIP Fund 131 under general Operations and Maintenance activities.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP O&M

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

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

Attachments:

1. Original Agreement
2. Amendment No. 1
3. Board Order

MONTEREY COUNTY WATER RESOURCES AGENCY

AND A. Teichert & Son, Inc. dba Teichert Construction

AGREEMENT FOR SERVICES

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and A. Teichert & Son, Inc. dba Teichert Construction, 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:

Provide on-call and emergency repairs for Agency water storage and conveyance facilities.

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

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

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

2. Term of Agreement. The term of this Agreement shall begin on July 1st, 2023 by CONTRACTOR and Agency, and will terminate on June 30th, 2026, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

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

(\$ 100,000).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us and to the Contract Administrator listed in Section 26.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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: Pete Vannerus	Name: Jim Gallagher
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 5200 Franklin Dr, Ste 115 Pleasanton, CA 94588
Telephone: 831.755.4860	Telephone: 925-621-5700
Fax: 831.424.7935	Fax: 925-621-5799
E-Mail: Vannerusp@co.monterey.ca.us	E-Mail: jgallagher@teichert.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
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 A. Teichert & Son, Inc. dba Teichert Construction
AGREEMENT FOR SERVICES

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

MONTEREY COUNTY WATER RESOURCES AGENCY:

CONTRACTOR:

BY: ^{DocuSigned by:}
Ara Azhderian
1F182FFB40A2435...

BY: ^{DocuSigned by:}
Janez Seliskar
E201CA0C40824F6...

Ara Azhderian
General Manager

Type Name: Janez Seliskar

Title: Vice President Public Works

Date: 7/26/2023 | 10:23 AM PDT

Date: 7/18/2023

BY: ^{DocuSigned by:}
Scott Lewis
373B5BE6451E4B2

Type Name: Scott R. Lewis

Title: Vice President & Construction General Manager

Date: 7/18/2023

* 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:
Kelly L. Doulon
22D690CA05A940B
Assistant County Counsel

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

Dated: 7/24/2023 | 10:27 AM PDT

Dated: 7/24/2023 | 1:07 PM PDT

County Counsel – Risk Manager:

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

Dated: _____

Dated: 7/24/2023 | 12:28 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

The Monterey County Water Resources Agency (Agency) owns and operates water storage and conveyance facilities throughout the Salinas Valley. These facilities include pumpstations and lift pumps stations, irrigation ditches, water conveyance structures, and the Castroville Seawater Intrusion Project (CSIP) recycled water distribution pipeline. The CSIP pipeline network runs approximately 46 miles and delivers tertiary treated recycled water to over 12,000 Acres of farmland near the coast. The Agency contracts with the recycled water provider Monterey One Water (M1W), to operate and maintain the system in conjunction with the Salinas Valley Reclamation Project, where the water is produced.

This is an agreement for on-call services related to the evaluation and repair of unexpected breaks, leaks, and failures that at times occur throughout the CSIP system or at other Agency water storage or conveyance facilities. CONTRACTOR shall be available for on-call work related to sudden and unexpected pipeline breaks, leaks, pump diagnosis and repair or other tasks as needed. On-call services may be required any day of the year with likely short notice for mobilization. CONTRACTOR shall respond to Agency communications within 24 hours for emergency situations. Expected CONTRACTOR response times will be based on the urgency of the situation as determined by the Agency. A three-tiered classification (Table 1) will be used with Tier one representing an emergency situation.

Tier	Description	Evaluation Response Time	Start of Work	Completion of Work
Emergency T&M (Tier 1)	Response required to stop or prevent imminent damage to property, facilities, or crops; or end or prevent a prolonged service outage.	Within 24 hours	Within 48 hours	Within 2 weeks
Non-emergency T&M (Tier 2)	Emergency situation has been stabilized but need for repair is urgent.	24 – 72 hours	Within 2 weeks	Within 1 month
Non-emergency Quote (Tier 3)	No immediate risk, work can be quoted and performed based on Agency and CONTRACTOR availability.	Based on availability	Based on availability	Based on availability

Table 1: Tiered Response Classification

CONTRACTOR shall report to Agency staff but may be required to work with the contracted system operator (M1W). Work may occur on Agency owned property or within Agency easements on privately owned property. CONTRACTOR will take care to prevent damage to crops, damage to roads, spills, or other actions that result in damage of property or facilities or interfere with use of private property or facilities.

All work shall be conducted to the minimum standard of “Caltrans Standard Specifications” updated 2022 and shall also follow Agency Project Specifications provided for the specific Project being performed.

Work performed on the CSIP system or other underground pipelines may include but is not limited to:

- Mobilizing and de-mobilizing all equipment needed
- Excavating, stabilizing/ shoring open holes, and dewatering of the open hole if necessary.
 - Discharge and cuttings shall be placed in a predetermined area to avoid further

- Stopping or stabilizing the leak/break based on system needs.
 - Methods may include using a temporary repair clamp, pipe wraps, etc..
- With the repair exposed, the leak/ break will be evaluated with the assistance of the MCWRA Agency Engineering Representative.
- The necessary repair will then have final planning conducted with all parts, materials, and techniques approved by the Agency Representative and provided by the contractor.
- The repair will then be performed utilizing the proper repair techniques which may include cutting, welding, binding, etc. of the pipeline or other infrastructure item within the system.
 - Cathodic protection or corrosion prevention will also be applied to the repair depending on its preexisting condition, site condition, etc.
- Backfilling with approved material with proper compaction, and any other task needed to complete the repair to its fully functional state will also take place.

Important Notes:

- There are multiple types of pipeline material within the system so experience with each method of repair and the materials needed will be required.
- The Pipeline consists of primarily Pre-tensioned, Concrete/mortar lined pipe with diameters ranging from 54 inches to 16 inches. HDPE sections also exist varying from 18 inches down to 12 inches, wall thickness varies and will need field verification. Some additional materials may also be in the system including epoxy coated steel pipe, galvanized piping, etc. The proper technique for repairing those materials are required. Other items of repair may also include air/vac risers, isolation valves, other valve types, cathodic protection systems and wiring, discharge pipes, bollards, utility access hole rings and any other component of the pipeline distribution system.

Work performed on pump station or other facilities may include but is not limited to:

- Perform pump station repair and maintenance as needed
- Including electrical work, pump repair and emergency servicing
- Any other repair determined as needed

Exhibit B – Payment Provisions

The fee schedule for work performed will be based on three tiers. The Tier classification for the project will be determined by the Agency Project Representative based on the urgency of the project and other contributing factors prior to the start of the project. The equipment rates and labor surcharge rates shall be determined using Caltrans “Standard Equipment and Labor Surcharge Rates” and the base labor rates shall be determined using California Department of Internal Relations “Prevailing Wage Rates”. The most recent Rate Book for Caltrans was published 4/1/2023 and is available at <https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge> . The most recent “Director’s General Prevailing Wage Determination” from the CA DIR was updated April 2023 and is available at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> .

Each Project will have a clear and defined scope of work on a case-by-case basis. Maps, as-builts, lay sheets, spec sheets, etc. will be provided to the contractor. All charges for labor shall be from the approved fee schedule dependent on the type of equipment, work performed, classification of job, etc.

The Tier level will be stated for the task within the scope prior to commencing the response/repair. Tier 1 & Tier 2 will be based on Time and Materials, while Tier 3 will be quoted and line itemed to be reviewed and approved by the Agency Project Representative prior to start of work. A Project may have defined stages within the scope that will have steps in a Tier which once completed, would transition it into another tier at the completion of those steps. An example of this would be an initial emergency response to contain/stabilize a break and once emergency tasks are completed transition into the second stage of repair at a non-emergency tier. All approvals will be made in writing by the Agency Representative.

Tier	Description	Labor	Equipment	Material	Subcontractors
Emergency T&M (Tier 1)	Within 24-hr response, work conducted to stop and prevent damage (crops and infrastructure), prolonged service outage, etc. Work conducted from 48-hrs to a completion within 2 weeks.	35% Markup	15% Markup	15% Markup	10% Markup
Non-emergency T&M (Tier 2)	Break/ leak has been stabilized. Response within reasonable time (24-72hrs) project starts within 2 weeks and completed by one month.	25% Markup	15% Markup	10% Markup	10% Markup
Non-emergency Quote (Tier 3)	No immediate risk, job can be quoted out and completed when scheduling is available	Quoted	Quoted	Quoted	Quoted



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center P.O Box 2110 Rancho Cordova CA 95670 License#: OB29370	CONTACT NAME: Kayla Fritzborg PHONE (A/C, No, Ext): _____ FAX (A/C, No): 916-583-7613 E-MAIL ADDRESS: Kayla.Fritzborg@epicbrokers.com														
INSURED Teichert, Inc. See Named Insured Schedule PO Box 15002 Sacramento CA 95851 TEICHINC	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Co of Amer</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B: Navigators Specialty Insurance Company</td> <td style="text-align: center;">36056</td> </tr> <tr> <td>INSURER C: QBE Specialty Insurance Company</td> <td style="text-align: center;">11515</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of Amer	25674	INSURER B: Navigators Specialty Insurance Company	36056	INSURER C: QBE Specialty Insurance Company	11515	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Property Casualty Co of Amer	25674														
INSURER B: Navigators Specialty Insurance Company	36056														
INSURER C: QBE Specialty Insurance Company	11515														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 1151240355** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	VTJEXGL4R629671TIL23	3/31/2023	3/31/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR \$750,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	VTJEP4R630043TIL23	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$\$500,000
B C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	Y	Y	LA23EXCZ0D5GMIC 140001008	3/31/2023 3/31/2023	3/31/2024 3/31/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VTWXJUB4R62969523	3/31/2023	3/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: On-Call & Emergency Repairs: Agency Water Storage & Conveyance Facilities, (Teichert #12112.00). Additional Insured: Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees.

When required by written contract, additional insured status with primary coverage applies to General & Auto Liability and waiver of subrogation applies to General Liability, Automobile Liability and Excess Workers' Compensation, all per the attached endorsements.

XCU, Contractual Liability, and "Broad Form Property Damage" are included per General Liability Form.

See Attached...

CERTIFICATE HOLDER **CANCELLATION**

Monterey County Water Resources Agency 1441 Schilling Place Salinas CA 93901	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Edgewood Partners Insurance Center		NAMED INSURED Teichert, Inc. See Named Insured Schedule PO Box 15002 Sacramento CA 95851	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excess Liability is follow form.

"Named Insured is a California qualified self-insurer registered under #1867.

The Workers' Compensation Policy provides Excess Workers' Compensation / Employer's Liability coverage excess of a \$750,000 SIR."

Notice of cancellation is provided per the attached endorsements.

**Teichert, Inc. Named
Insured Schedule
3/31/23-24**

Teichert, Inc.

A. Teichert & Son, Inc.

DBA Teichert Construction

DBA Teichert Materials

DBA Teichert Aggregates

DBA Teichert Waterwork Services

Teichert Energy & Utilities Group, Inc.

DBA Teichert Utilities

DBA Teichert Solar

DBA Teichert Waterworks

Teichert Pipelines, Inc.

Santa Fe Aggregates, Inc.

Teichert Electrical, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

COMMERCIAL GENERAL LIABILITY

Policy Number: VTJEXGL4R629671TIL23

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

Policy Number: VTJEXGL4R629671TIL23

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

Policy Number: VTJEAP4R630043TIL23

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. **BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. **Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE –
CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

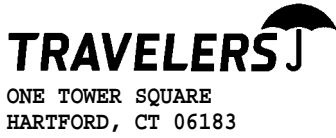
PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: VTWXJUB4R62969523

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.0 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

POLICY NUMBER: VTJEXGL4R629671TIL23

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: Thirty (30)

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

POLICY NUMBER: VTJEAP4R630043TIL23

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: Thirty (30)

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)**

POLICY NUMBER: VTWXJUB4R62969523

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.	30

**+AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION**

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 A. Teichert & Son, Inc. dba Teichert Construction (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 July 26, 2023 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$150,000.00, not to exceed \$250,000.00, to continue providing services identified in the Agreement.

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

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

Term of Agreement. The term of this agreement shall begin on **July 1, 2023**, by CONTRACTOR and Agency, and will terminate on **July 31, 2027**, 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 **Two Hundred Fifty Thousand Dollars (\$250,000.00)**

Original Agreement	\$100,000
<u>Amendment No. 1</u>	<u>\$150,000</u>
Not to exceed total:	\$250,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 A. Teichert & Son, Inc. dba
Teichert Construction

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER RESOURCES AGENCY

CONTRACTOR

By: _____
General Manager

*Contractor Business Name

Date: _____

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

Title: _____
(Print Name and Title)

Date: _____

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

By: _____
Chief Assistant County Counsel

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

Date: _____

Title: _____
(Print Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 1 A. Teichert & Son, Inc. dba
Teichert Construction



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _

APPROVE AMENDMENT NO. 1 TO THE SERVICE AGREEMENT WITH A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION FOR ON-CALL REPAIR SERVICES FOR CSIP, TO EXTEND THE TERM LENGTH TO JULY 31ST, 2027, AND A DOLLAR INCREASE OF \$150,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$250,000; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1.

Upon motion of Director, seconded by Director, and carried by those members present, the Board of Directors hereby:

Approve Amendment No. 1 to the Service Agreement with A. Teichert & Son, Inc. dba Teichert Construction for on-call repair services for CSIP, to extend the term length to July 31st, 2027, and a dollar increase of \$150,000 for a total contract amount not to exceed \$250,000; and authorize the General Manager to execute Amendment No. 1.

PASSED AND ADOPTED on this **18th** day of **February 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.11

Board Report

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

Legistar File Number: WRAG 25-026

February 18, 2025

Introduced: 2/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to initiate an S&P Global Credit Rating Evaluation in the fiscal-year ending 2026. (Staff: Ara Azhderian)

RECOMMENDATION:

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

Authorize the General Manager to initiate an S&P Global Credit Rating Evaluation in the fiscal-year ending 2026.

SUMMARY/DISCUSSION:

S&P Global Ratings (S&P) offers a rating evaluation service (RES) that provides an opportunity for potential borrowers to request a preliminary rating analysis based on hypothetical debt scenarios. The rating received is an indication of a potential rating outcome based on the hypothetical scenario presented, which will include an estimated financial forecast and any relevant information on legal covenants or revenue pledges. It cannot be used for an actual debt offering as it is provided on a confidential basis.

The RES is not a recommendation of the type of debt to issue but can offer the Agency feedback on potential rating considerations for alternative forms of debt (for example: general obligation bonds versus special benefit assessment bonds), to help determine the appropriate debt structure and revenue pledge most likely to achieve the lowest cost of funding.

OTHER AGENCY INVOLVEMENT:

None as of yet; however, the Agency will need to reactivate the Monterey County Financing Authority, a Joint Powers Authority established in cooperation with the County in 1995.

FINANCING:

Funding for the rating evaluation service would be authorized under the Agency's 2025-2026 fiscal-year budget. The current cost estimate is \$45,000 for the development of up-to three financing scenarios.

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



County of Monterey

Item No.8

Board Report

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

Legistar File Number: WRAG 25-026

February 18, 2025

Introduced: 2/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to initiate an S&P Global Credit Rating Evaluation in the fiscal-year ending 2026.

RECOMMENDATION:

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

Authorize the General Manager to initiate an S&P Global Credit Rating Evaluation in the fiscal-year ending 2026.

SUMMARY/DISCUSSION:

S&P Global Ratings (S&P) offers a rating evaluation service (RES) that provides an opportunity for potential borrowers to request a preliminary rating analysis based on hypothetical debt scenarios. The rating received is an indication of a potential rating outcome based on the hypothetical scenario presented, which will include an estimated financial forecast and any relevant information on legal covenants or revenue pledges. It cannot be used for an actual debt offering as it is provided on a confidential basis.

The RES is not a recommendation of the type of debt to issue but can offer the Agency feedback on potential rating considerations for alternative forms of debt (for example: general obligation bonds versus special benefit assessment bonds), to help determine the appropriate debt structure and revenue pledge most likely to achieve the lowest cost of funding.

OTHER AGENCY INVOLVEMENT:

None as of yet; however, the Agency will need to reactivate the Monterey County Financing Authority, a Joint Powers Authority established in cooperation with the County in 1995.

FINANCING:

Funding for the rating evaluation service would be authorized under the Agency's 2025-2026 fiscal-year budget. The current cost estimate is \$45,000 for the development of up-to three financing scenarios.

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



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _

**Authorize the General Manager to initiate an
S&P Global Credit Rating Evaluation in the
fiscal-year ending 2026.**

Upon motion of Director, seconded by Director, and carried by those members present, the Board of Directors hereby:

Authorize the General Manager to initiate an S&P Global Credit Rating Evaluation in the fiscal-year ending 2026.

PASSED AND ADOPTED on this **18th** day of **February 2024**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.12

Board Report

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

Legistar File Number: WRAG 25-020

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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

RECOMMENDATION:

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

Authorize the General Manager to enter into Amendment No. 3 to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, to decrease the subgrant eligible fund amount by \$1,302 for a total contract amount not to exceed \$3,481,302; and revise the work plan.

SUMMARY/DISCUSSION:

On September 19, 2022 the Board of Directors authorized the General Manager to enter into a Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) to receive funding related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, in the amount of \$3,690,000, to financially support the Monterey County Water Resources Agency's (Agency) involvement with certain components of the SVBGSA's Phase 1 Implementation projects.

The work plan in the Subgrant Agreement provided funding for the Agency to work collaboratively with the SVBGSA on activities associated with planning, development, preparation, and/or implementation of the Dry Chlorine Scrubber Upgrade; Castroville Seawater Intrusion Project Distribution System Upgrades; Interested Parties Outreach and Engagement; Feasibility Studies on Aquifer Storage and Recovery; Demand Management Feasibility; Compliance Reporting and Data Expansion; Operationalizing Deep Aquifers Study Recommendations, and grant administration tasks (Attachment 1).

Amendment No. 1 to the Subgrant Agreement, dated 6/30/2023, revised the work plan to include a new task under Component 9, Seawater Intrusion Feasibility Study; amended the Budget to include an additional \$131,000 in grant funding to support the Agency's work on Component 9; and amended the Schedule to provide that all work associated with Component 9 be completed by January 31, 2025 (Attachment 2).

Amendment No. 2 to the Subgrant Agreement, dated 7/16/2024, revised the work plan under Component 3, Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades, to include a modified implementation project to achieve CSIP Optimization in order to align grant deliverables with the grant deadline of March 2025. Amendment No. 2 also reduced the total subgrant award, as requested by the SVBGSA for completion of other critical work plan items (Attachment 3).

The Agency has completed numerous Components of the Subgrant Agreement but due to various delays, has not completed them all. Additionally, the SVBGSA has identified tasks related to Component 8, Deep Aquifer Study Implementation, that they are requesting Agency support with. Therefore, the Agency has requested a six-month extension to the subgrant agreement, with a final completion date of September 30, 2025, to ensure full completion of Component 3, Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades, Component 7, Compliance Reporting and Data Expansion and Component 8, Deep Aquifer Study Implementation. With this extension granted, the Agency will be able to complete another phase of the CSIP Optimization implementation. Therefore, funding is being requested to be re-allocated for that effort, within that Component.

The extension request, budget and work plan modifications are detailed in Attachment 4. The SVBGSA will work with the State of California Department of Water Resources (DWR) to make modifications to the grant agreement and the subgrant agreement amendment will follow shortly after.

OTHER AGENCY INVOLVEMENT:

State of California Department of Water Resources, Salinas Valley Basin Groundwater Sustainability Agency, Monterey One Water

FINANCING:

Funding expenditures under this subgrant agreement are reimbursable by DWR for a total amount of \$3,481,302.

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

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

Attachments:

1. Original Subgrant Agreement with SVBGSA
2. Subgrant Agreement Amendment No. 1
3. Subgrant Agreement Amendment No. 2
4. MCWRA letter requesting Amendment No. 3
5. Board Order



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 25-020

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to enter into Amendment No. 3 to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, to increase the subgrant eligible fund amount by \$1,302 for a total contract amount not to exceed \$3,481,302; and revise the work plan.

RECOMMENDATION:

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

Authorize the General Manager to enter into Amendment No. 3 to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, to decrease the subgrant eligible fund amount by \$1,302 for a total contract amount not to exceed \$3,481,302; and revise the work plan.

SUMMARY/DISCUSSION:

On September 19, 2022 the Board of Directors authorized the General Manager to enter into a Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) to receive funding related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, in the amount of \$3,690,000, to financially support the Monterey County Water Resources Agency's (Agency) involvement with certain components of the SVBGSA's Phase 1 Implementation projects.

The work plan in the Subgrant Agreement provided funding for the Agency to work collaboratively with the SVBGSA on activities associated with planning, development, preparation, and/or implementation of the Dry Chlorine Scrubber Upgrade; Castroville Seawater Intrusion Project Distribution System Upgrades; Interested Parties Outreach and Engagement; Feasibility Studies on Aquifer Storage and Recovery; Demand Management Feasibility; Compliance Reporting and Data Expansion; Operationalizing Deep Aquifers Study Recommendations, and grant administration tasks (Attachment 1).

Amendment No. 1 to the Subgrant Agreement, dated 6/30/2023, revised the work plan to include a new task under Component 9, Seawater Intrusion Feasibility Study; amended the Budget to include an additional \$131,000 in grant funding to support the Agency's work on Component 9; and amended the Schedule to provide that all work associated with Component 9 be completed by January 31, 2025 (Attachment 2).

Amendment No. 2 to the Subgrant Agreement, dated 7/16/2024, revised the work plan under Component 3, Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades, to include a modified implementation project to achieve CSIP Optimization in order to align grant deliverables with the grant deadline of March 2025. Amendment No. 2 also reduced the total subgrant award, as requested by the SVBGSA for completion of other critical work plan items (Attachment 3).

The Agency has completed numerous Components of the Subgrant Agreement but due to various delays, has not completed them all. Additionally, the SVBGSA has identified tasks related to Component 8, Deep Aquifer Study Implementation, that they are requesting Agency support with. Therefore, the Agency has requested a six-month extension to the subgrant agreement, with a final completion date of September 30, 2025, to ensure full completion of Component 3, Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades, Component 7, Compliance Reporting and Data Expansion and Component 8, Deep Aquifer Study Implementation. With this extension granted, the Agency will be able to complete another phase of the CSIP Optimization implementation. Therefore, funding is being requested to be re-allocated for that effort, within that Component.

The extension request, budget and work plan modifications are detailed in Attachment 4. The SVBGSA will work with the State of California Department of Water Resources (DWR) to make modifications to the grant agreement and the subgrant agreement amendment will follow shortly after.

OTHER AGENCY INVOLVEMENT:

State of California Department of Water Resources, Salinas Valley Basin Groundwater Sustainability Agency, Monterey One Water

FINANCING:

Funding expenditures under this subgrant agreement are reimbursable by DWR for a total amount of \$3,481,302.

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

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

Attachments:

1. Original Subgrant Agreement with SVBGSA
2. Subgrant Agreement Amendment No. 1
3. Subgrant Agreement Amendment No. 2
4. MCWRA letter requesting Amendment No. 3
5. Board Order

SUBGRANT AGREEMENT BETWEEN THE SALINAS VALLEY BASIN GROUDWATER SUSTAINABILITY AGENCY AND MONTEREY COUNTY WATER RESOURCES AGENCY, RELATED TO GRANT AGREEMENT NUMBER 4600014638 SUSTAINABLE GROUNDWATER PLANNING MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

THIS SUBGRANT AGREEMENT (Agreement) is entered into by and between Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," and the Monterey County Water Resources Agency (MCWRA) also a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Subgrantee" which parties do hereby agree as follows:

- 1) **PURPOSE.** The State has provided funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (the "Project"). Grantee is the recipient of funds made available by the State ("Grant Funds") pursuant to an agreement ("Grant Agreement") with the State.
- 2) **TERM OF AGREEMENT.** The term of this Grant Agreement begins on the date of Grant Agreement execution, and ends 30 months following the final payment to the Subgrantee unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by February 28, 2025, and no funds may be requested after June 30, 2025.
- 3) **SUBGRANTEE ELIGIBLE GRANT FUNDAMOUNT.** The Subgrantee is only eligible to receive Grant Funds for **Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Recycled Water Plant; Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades; Component 5 Aquifer Storage and Recovery – assistance with Task 2 and 4 ; and Component 7: Compliance Reporting and Data Expansion – Task 5 Well Registration and Metering and Task 6 Modeling Updates ("Subgrantee Projects")**. The not to exceed costs for the four Components are \$1,185,000 for Component 2; \$2,150,000 for Component 3; \$45,000 for Component 5; and \$310,000 for Component 7 as estimated by SVBGSA. Eligible costs for the Subgrantee Projects include those directly related to Exhibit A incurred after December 17, 2021, but before February 28, 2025.
- 4) **SUBGRANTEE COST SHARE.** No cost share is required by the Subgrantee for the Subgrantee Projects. However, it is requested that MCWRA track associated cost share for reporting purposes for the full cost of the Subgrantee Projects if possible.
- 5) **BASIC CONDITIONS.** The Grantee shall have no obligation to disburse money for the Subgrantee Project under this Agreement until the Subgrantee has satisfied the following conditions (if applicable):
 1. For the term of this Agreement, the Subgrantee submits Quarterly Progress Reports, associated invoices, and invoice backup documentation within 60 days following the end of the calendar quarter (e.g. submitted by April 30, July 30, November 30, and January 28) and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
 2. The Subgrantee will be issued payment for invoices submitted within 30 days after the Grantee is issued reimbursement by DWR.
 3. For the term of this Agreement, the Subgrantee agrees to be bound by all sections and attachments of the DWR Grant Agreement which is attached as Exhibit D and made of this Subgrantee Agreement.
- 6) **ELIGIBLE SUBGRANTEE PROJECT COSTS.** The Grantee and Subgrantee shall apply Grant Funds received only to eligible Subgrantee Project costs in accordance with applicable provisions of the law and

Exhibit B, "Budget". Eligible Subgrantee Project costs include the reasonable costs of studies, engineering, design, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A.

Reimbursable administrative expenses are the necessary costs incidental but directly related to the Subgrantee Projects included in this Agreement.

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

1. Costs, other than those noted above, incurred prior to the award date of the Grant Agreement by the State.
 2. Costs for preparing and filing a grant application.
 3. Operation and maintenance costs, including post construction performance and monitoring costs.
 4. Purchase of equipment that is not an integral part of a project.
 5. Establishing a reserve fund.
 6. Purchase of water supplies.
 7. Replacement of existing funding sources for ongoing programs.
 8. For all Proposition 68 grant funds, travel and per diem costs.
 9. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 10. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of the Grant Agreement.
 11. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Subgrantee; non-project-specific accounting and personnel services performed within the Subgrantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Subgrantee and any subcontract or sub-agreement for work on the Subgrantee Projects that will be reimbursed pursuant to this Agreement.
- 7) **METHOD OF PAYMENT.** After the disbursement requirements are met by the Grantee, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 16 of the Grant Agreement, "Submission of Reports." The Grantee intends to distribute funds to the Subgrantee in accordance with the requirements of the Grant Agreement. Payment will be made to Subgrantee no more frequently than quarterly, in arrears, upon receipt of an invoice from Subgrantee bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 30, December 30, and February 28). The Subgrantee will be responsible for submitting a Quarterly Progress Report to the Grantee. The State will notify the Grantee and the Grantee will notify the Subgrantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee and Subgrantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee or Subgrantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

The Subgrantee shall submit the following information for each invoice submitted to the Grantee:

1. Costs incurred for work performed in implementing the Subgrantee Project during the period identified in the particular invoice.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Subgrantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share." Subgrantee is responsible for Component 3 Cost Share.

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Subgrantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Subgrantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Exhibit D of the Grant Agreement, and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 8) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of the Grant Agreement, or that the Grantee or Subgrantee has failed in any other respect to comply with the provisions of the Grant Agreement, and if the Grantee, or pursuant to this agreement the Subgrantee, does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee, and to the Subgrantee from the Grantee, and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13 of the Grant Agreement, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. Subgrantee shall immediately repay to Grantee all such disbursed Grant Funds it has received that need to be repaid to the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12 of the Grant Agreement, "Default Provisions." A failure of the Subgrantee to reimburse Grant Funds it has received shall be consider a contract breach of this Agreement. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under the Grant Agreement and the Grant Agreement shall no longer be binding on either party. Grantee shall notify Subgrantee of any such communication.

9) DEFAULT PROVISIONS. The Grantee considers the Subgrantee to be in default under this Agreement if any of the following occur:

1. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the Subgrantee evidencing or securing the Subgrantee's obligations;
2. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain the Grant Agreement;
3. Failure to make any remittance required by this Agreement.
4. Failure to comply with Labor Compliance Plan requirements of the Grant Agreement.
5. Failure to submit quarterly progress reports pursuant to Paragraph 5.
6. Failure to invoice Grantee pursuant to Paragraph 7.
7. Failure to repay disbursed Grant Funds as provided in Paragraph 8.

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

1. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Subgrantee.
3. Terminate this Agreement.
4. Take any other action that it deems necessary to protect its interests.

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

10) NOTIFICATION OF GRANTEE. The Subgrantee will promptly notify the Grantee, in writing, of the following items:

1. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Subgrantee agrees that no substantial change in the scope of the Subgrantee Projects will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
2. Any public or media event publicizing the accomplishments and/or results of the Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The State shall be notified at least fourteen (14) calendar days prior to the event.

11) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be transmitted by any of the following means:

1. By delivery in person.
2. By certified U.S. mail, return receipt requested, postage prepaid.
3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
4. By electronic means.
5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed

effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

The Project Representatives during the term of this Agreement are as follows:

<p>Monterey County Water Resources Agency</p> <p>Shaunna Murray Senior Water Resources Engineer 1441 Schilling Place, North Building Salinas, CA 93901</p>	<p>Salinas Valley Basin Groundwater Sustainability Agency</p> <p>Donna Meyers General Manager P.O. Box 1350 Carmel Valley, CA 93924</p>
--	---

12) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – DWR Agreement

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

Monterey County
Water Resources Agency

Salinas Valley Basin
Groundwater Sustainability Agency


DocuSigned by:



2B64A5A1043A441...
Brent Buche, General Manager

Date 10/10/2022

DocuSigned by:



C15DA60649DD428...
Donna Meyers, General Manager

Date 10/3/2022

DocuSigned by:



22D690CA05A940B...
Kelly Donlon, Counsel

Date 10/3/2022

DocuSigned by:



2E78DC78EE5547F...
Leslie Girard, Counsel

Date 10/3/2022

EXHIBIT A WORK PLAN

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to operate year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water and the sustainability of the Salinas Valley Groundwater Basin and decrease the need to rely on groundwater. Component 2 will enable reduced use of MCWRA's Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

Category (c). Implementation/Construction

Task 1. Construction of Scrubber Upgrade

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

Deliverables:

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

COMPONENT 3: CSIP DISTRIBUTION SYSTEM UPGRADES

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. This Component will upgrade 165 linear feet of critical CSIP pipeline, specifically at the A-1 Monitoring Station (herein referred to as the A-1 Site), to be able to convey higher flows to most of the CSIP system and to optimize pressure. This will result in total pumping reduction from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly

Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90-days before the end date for the component as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30-days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30-days before the Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30-days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1. Hydraulic Modeling

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the Salinas Valley Reclamation Plant production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

Deliverables:

- Information Needs List
- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

Task 2. Development of Water Scheduling System

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce Supplemental Well use in the critically over- drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

Task 3. Review Technical Studies/Basis of Design Technical Memorandum

Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary.

Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

Task 4. Design Plans, Specifications, Estimates, & Bids

Develop the 60% design plans and specifications for the component and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. After review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager, prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction. Submit the 100% design plans and specifications to the DWR Grant Manager for review and concurrence prior to advertising the component for bids. Field checked plans for accuracy and coordination between disciplines, including with M1W operators and maintenance crews. Prepare the Bid Documents that will include the plans, specifications, and an engineer's cost estimate for the component. Advertise bid as required by public contracting requirements and award the contract.

Deliverables:

- 60% design plans and specifications
- 100% design plans and specifications
- Bid documents
- Summary of Bids and Staff Report requesting approval of contract

Task 5. Site Permitting and Entitlements

Prepare and obtain all necessary permits to construct the component. Obtain access agreements, entitlements, for temporary or permanent access to the properties for construction and long-term operations and maintenance of the component. Submit all permits to the DWR Grant Manager for review and concurrence prior to beginning construction activities.

Deliverables:

- Easement agreement(s)
- All required permit(s)

Task 6. Environmental Documentation

Prepare the appropriate CEQA documentation(s) for the component and file the document(s) with the County Clerk's Office. Submit the CEQA documentation(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Construction may not begin and no costs for Task 5 of this Component may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency responsibilities and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Task 5 of this Component prior to DWR giving its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- CEQA document(s)

Category (c). Implementation / Construction**Task 7. Construction of A-1 Site Piping Upgrades**

Construct the component per the final plans and specifications as outlined in the awarded bid contract. Provide photo documentation of construction activities and include those in the associated quarterly Progress Report(s). Perform engineering services during construction and construction management consultant services, which include reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, special as-needed field visits, reviewing and responding **299**

to requests for information and contract change orders, and redesign as necessary to accommodate unforeseen field conditions.

Deliverables:

- Photograph documentation and construction progress
- Record drawings/as-built drawings
- Certification of project completion

Task 8. Engineering Design Services During Construction and Construction Management and Support

Provide engineering services during construction including reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, reviewing and responding to requests for information (RFI) and contract change orders, and redesign as necessary to accommodate unforeseen field conditions. Provide consultant and legal services needed for the implementation of the construction contract, including the following: contractor prevailing wage compliance (if required), legal, asset management, review and integration of operations and maintenance plans into M1W electronic O&M manual system, SCADA programming and integration and associated start-up services by engineers and technical experts.

Deliverables:

- Copy of issued-for-construction (IFC) plans and specifications
- Construction progress reports to include in the quarterly Progress Report(s)
- O&M Manuals and Lucity Asset Management Database

Category (d): Monitoring / Assessment

Task 9: Monitoring Plan

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well at determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. The component further utilizes the CSIP Distribution System Model to understand operational constraints.

Category (b): Planning / Design / Environmental (15% effort over Tasks 2 and 4)

Task 2: Assessment of Project Constraints

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with Monterey County Water Resources Agency to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

Task 4: Distribution System Modeling

Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into ASR wells.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options.

COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the subbasin. The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the 180/400-Foot Aquifer Subbasin. Well metering will not include *de minimus* well users. The well registration and well metering work will occur in collaboration with the Monterey County Water Resources Agency (MCWRA) and the existing Groundwater Extraction Management System (GEMS) program.

Category (c): Implementation / Construction**Task 5: Well Registration and Metering**

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and Monterey County Water Resources Agency to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report

Task 6: Modeling Updates

Support model updates under the Salinas Valley Cooperative Model and Decision Tool Development including model version updates, climate data updates, software updates and collaborative Salinas Valley Operational Model evaluation. Complete a publicly published model.

Deliverables:

- Technical Report on Model Updates and publicly published model.

EXHIBIT B BUDGET

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Engineering / Design	\$0
(c) Implementation / Construction	\$1,185,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,185,000

Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Engineering / Design	\$520,000
(c) Implementation / Construction	\$1,622,000
(d) Monitoring / Assessment	\$3,000
(e) Engagement / Outreach	\$0
Total:	\$2,150,000

Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Engineering / Design – Primary Tasks for engagement will by Task 2 and Task 4	\$45,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$45,000

Component 7: Compliance Reporting and Data Expansion

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Engineering / Design	\$0
(c) Implementation / Construction – Task to be Co-Implemented: [1] Well Registration and Metering (\$200,000) and [2] Modeling Updates (\$100,000)	\$310,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$310,000

EXHIBIT C SCHEDULE

GRANT PROPOSAL TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Categories	Start Date	End Date
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	July 1, 2022	November 30, 2023
(a) Component Administration	NA	NA
(b) Planning / Engineering / Design	NA	NA
(c) Implementation / Construction	July 1, 2022	November 30, 2023
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades	December 17, 2021	December 31, 2024
(a) Component Administration	December 17, 2021	December 31, 2023
(b) Environmental / Engineering / Design	December 17, 2021	May 31, 2023
(c) Implementation / Construction	July 1, 2022	November 30, 2024
(d) Monitoring / Assessment	September 1, 2023	December 31, 2024
(e) Engagement / Outreach	NA	NA
Component 7: Compliance Reporting and Data Expansion	Earliest Start Date	Latest End Date
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Reporting and Data Expansion	December 17, 2021	June 30, 2024
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach		NA

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN GROUNDWATER MANAGEMENT AGENCY
AGREEMENT NUMBER 4600014638**

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

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

1. **PURPOSE.** The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date of grant execution and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2025, and no funds may be requested after JUNE 30, 2025.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$7,600,000.
4. **GRANTEE COST SHARE.** Not applicable.
5. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines* (2021 Guidelines).
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 14, "Project Monitoring Plan Requirements."

6. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
7. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after DECEMBER 17, 2021, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or Spending Plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Maria Jochimsen at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Maria Jochimsen at Maria.Jochimsen@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

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

9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

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

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

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

11. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report and associated quarterly invoice should be submitted to the State no later than NOVEMBER 30, 2022, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion or before the work completion date in Paragraph 2, whichever is earliest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibit F, "Report Formats and Requirements". Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State. The Grantee must submit the draft Grant Completion Report to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date listed in Paragraph 2. The Grantee must obtain the DWR Grant Manager's approval of the report within 30 days after the work completion date.
- E. Post-Performance Reports (PPRs): The Grantee shall submit PPRs to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material

and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, “Default Provisions.”

14. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, “Work Plan”, a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, “Monitoring and Maintenance Plan Components”. The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
15. STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, “Requirements for Data Submittal” for web links and information regarding other State monitoring and data reporting requirements.
16. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, “Final Inspections and Certification of Registered Civil Engineer.” The Grantee shall notify the State’s Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Salinas Valley Basin GSA
Donna Meyers
General Manager,
P.O. Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512 x203
Email: meyersd@svbgsa.org

Direct all inquiries to the Grant Manager:

Department of Water Resources
Maria Jochimsen
Environmental Scientist,
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-7423
Email: Maria.Jochimsen@water.ca.gov

Salinas Valley Basin GSA
Donna Meyers,
General Manager,
P.O. Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512 x203
Email: meyersd@svbgsa.org

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

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

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

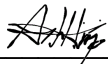
Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees


- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Local Project Sponsors
- Exhibit L– Appraisal Specifications
- Exhibit M– Information Needed for Escrow Process and Closure
- Exhibit N– Project Monitoring Plan Guidance
- Exhibit O– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Salinas Valley Basin GSA





Arthur Hinojosa
Manager, Division of Regional Assistance

Donna Meyers
General Manager

Date 8/23/2022

Date 8/22/2022

Approved as to Legal Form and Sufficiency


_____ for

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 8/22/2022

Exhibit A WORK PLAN

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Project Description: This Work Plan includes activities associated with planning, development, preparation and/or implementation of the Dry Chlorine Scrubber Upgrade, Castroville Seawater Intrusion Project Distribution System Upgrades, Interested Parties Outreach and Engagement, Feasibility Studies on Aquifer Storage and Recovery, Demand Management Feasibility, Compliance Reporting and Data Expansion and Operationalize Deep Aquifer Study Recommendations along with grant administration tasks for the 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022 – 2024). The Project consists of nine Components:

- Component 1: Grant Agreement Administration
- Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant
- Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades
- Component 4: Interested Parties Outreach and Engagement
- Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery
- Component 6: Demand Management Feasibility
- Component 7: Compliance Reporting and Data Expansion
- Component 8: Implement Deep Aquifer Study Recommendations
- Component 9: Seawater Intrusion Feasibility Study

COMPONENT 1: GRANT AGREEMENT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

If not addressed in a component category (a), Component Administration, prepare Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for each component as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before each Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with each Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR’s Grant Manager will review the Draft Grant

Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion report. However, all eligible charges accrued after the work completion date in Paragraph 2 will not be reimbursed. The retention invoice must be received, process, and through DWRs accounting office by the not funds may be requested after date outlined in Paragraph 2. All deliverables listed within the Work Plan shall be submitted with the Final Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports
- Draft and Final Grant Completion Reports

COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to operated year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water, and the sustainability of the Salinas Valley Groundwater Basin by decreasing reliance on groundwater. Component 2 will enable reduced use of Monterey County Water Resources Agency's (MCWRA) Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

Category (a): Component Administration

Not applicable for this Component

Category (b): Planning / Design / Environmental

Not applicable for this Component

Category (c). Implementation/Construction

Task 1. Construction of Scrubber Upgrade

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

Deliverables:

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

Category (d): Monitoring / Assessment

Not applicable for this Component.

Category (e): Engagement / Outreach

Not applicable for this Component.

COMPONENT 3: CATROVILLE SEAWATER INTRUSION PROJECT (CSIP) DISTRIBUTION SYSTEM UPGRADES

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. Component 3 will upgrade 165 linear feet of critical CSIP pipeline, specifically at the A-1 Monitoring Station (herein referred to as the A-1 Site), to be able to convey higher flows to most of the CSIP system and to optimize pressure. This will result in total pumping reduction from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

Category (a): Component Administration

Prepare reports detailing Component 3 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 3 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 3 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental**Task 1. Hydraulic Modeling**

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the SVRP production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

Deliverables:

- Information Needs List

- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

Task 2. Development of Water Scheduling System

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce supplemental well use in the critically over-drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

Task 3. Review Technical Studies/Basis of Design Technical Memorandum

Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary.

Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

Task 4. Design Plans, Specifications, Estimates, & Bids

Develop the 60% design plans and specifications for Component 3 and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. After review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager, prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction. Submit the 100% design plans and specifications to the DWR Grant Manager for review and concurrence prior to advertising Component 3 for bids. Field checked plans for accuracy and coordination between disciplines, including with M1W operators and maintenance crews. Prepare the Bid Documents that will include the plans, specifications, and an engineer's cost estimate for Component 3. Advertise bid as required by public contracting requirements and award the contract.

Deliverables:

- 60% design plans and specifications
- 100% design plans and specifications
- Bid documents
- Summary of Bids and Staff Report requesting approval of contract

Task 5. Site Permitting and Entitlements

Prepare and obtain all necessary permits to construct Component 3. Obtain access agreements, entitlements, for temporary or permanent access to the properties for construction and long-term operations and

maintenance of Component 3. Submit all permits to the DWR Grant Manager for review and concurrence prior to beginning construction activities.

Deliverables:

- Easement agreement(s)
- All required permit(s)

Task 6. Environmental Documentation

Prepare the appropriate CEQA documentation(s) for Component 3 and file the document(s) with the County Clerk's Office. Submit the CEQA documentation(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Construction may not begin and no costs for Task 7 of this Component may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency responsibilities and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Task 7 of this Component prior to DWR giving its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- CEQA document(s)

Category (c). Implementation / Construction

Task 7. Construction of A-1 Site Piping Upgrades

Construct Component 3 per the final plans and specifications as outlined in the awarded bid contract. Provide photo documentation of construction activities and include those in the associated quarterly Progress Report(s). Perform engineering services during construction and construction management consultant services, which include reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, special as-needed field visits, reviewing and responding to requests for information and contract change orders, and redesign as necessary to accommodate unforeseen field conditions.

Deliverables:

- Photograph documentation and construction progress
- Record drawings/as-built drawings
- Certification of project completion

Task 8. Engineering Design Services During Construction and Construction Management and Support

Provide engineering services during construction including reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, reviewing and responding to requests for information (RFI) and contract change orders, and redesign as necessary to accommodate unforeseen field conditions. Provide consultant and legal services needed for the implementation of the construction contract, including the following: contractor prevailing wage compliance (if required), legal, asset management, review and integration of operations and maintenance plans into M1W electronic O&M manual system, SCADA programming and integration and associated start-up services by engineers and technical experts.

Deliverables:

- Copy of issued-for-construction (IFC) plans and specifications
- Construction progress reports to include in the quarterly Progress Report(s)
- O&M Manuals and Lucity Asset Management Database

Category (d): Monitoring / Assessment

Task 9: Monitoring Plan

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

Category (e): Engagement / Outreach

Not applicable for this Component.

COMPONENT 4: INTERESTED PARTIES OUTREACH AND ENGAGEMENT

Component 4 provides interested party outreach and engagement activities by the Salina Valley Basin Groundwater Sustainability Agency (SVBGSA) for feasibility assessments completed and for the demand management discussions. Extensive interested party outreach and engagement is necessary to refine projects, assess feasibility and gain project cost understanding. Component 4 will potentially provide additional interested party outreach and engagement to DACs and SDACs in the 180/400-Foot Aquifer Subbasin with the intent to keep these communities engaged in feasibility assessment and Salinas Valley Basin conditions as projects are completed, including regularly scheduled SVBGSA Advisory Committee meetings (quarterly); Board of Directors meetings (quarterly); the 180/400-Foot Aquifer Subbasin Implementation Committee (6 meetings), the Castroville Community Services District (2 meetings), the MCWRA (6 meetings).

Category (a): Component Administration

Prepare reports detailing Component 4 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 4 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 4 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Not applicable to this Component.

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement/Outreach**Task 1: Outreach and Engagement**

Provide presentations about the feasibility study results, development of cost estimates and a structured method of assessing interested party's comments. Conduct engagement and outreach, a minimum of 25 meeting(s), with the following committees and communities over the contract period:

- SVBGSA Board of Directors (4 meetings)
- SVBGSA Advisory Committee (4 meetings)
- SVBGSA Integrated Implementation Committee (2 meetings)
- 180/400-Subbasin Implementation Committee (6 meetings)
- Underrepresented Communities, Disadvantage Communities and Severely Disadvantaged Communities – Castroville Community Services District (2 meetings)
- MCWRA (CSIP Operations Committee; Board of Directors) (6 meetings)
- Monterey 1 Water Board of Directors (1 meeting)

Produce accessible communications products including web page information, detailed project descriptions, public presentations, and hosting of public workshops.

Deliverables:

- Provide copies of presentation material
- Copy of committee/board meeting agendas and/or minutes
- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletter
- Agenda and minutes of at least 5 public workshops

Task 2: Project and Management Actions Feasibility Update Report

Provide information on interested party's preference, as well as other portfolios of projects and management actions that achieve additional outcomes to the Board of Directors in assessing possible projects to move forward for sustainability outcomes.

Deliverables:

- Project and Management Actions Feasibility and Costs Update Report
- Board of Directors selection of project portfolio

COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well as determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. Component 5 further utilizes the CSIP Distribution System Model to understand operational constraints.

Category (a): Component Administration

Prepare reports detailing Component 5 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly

Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 5 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 5 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Modeling Ability to Address Seawater Intrusion and Groundwater Elevations

Quantify the project's expected outcomes, including its ability to address seawater intrusion and groundwater levels, using both the Salinas Valley Operational Model (SVOM) and the variable density seawater intrusion model. Run multiple model simulations with various injection well distributions to assess the outcomes of various project designs. Analyze project in comparison to a no-project alternative. Present outcomes as averages for the modeled period, and for drought years in the modeled period to demonstrate any specific drought benefits. Engage interested parties in establishing the assumptions for model simulations.

Deliverable:

- Model output description and technical memorandum

Task 2: Assessment of Project Constraints

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with MCWRA to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

Task 3: Initial Water Quality Analysis for Project Permitting

Demonstrate a history of river water quality in order to assist in obtaining regulatory permits. Complete a river and groundwater sampling plan that establishes seasonal fluctuations in river quality.

Deliverables:

- Water quality results and findings memorandum

Task 4: Distribution System Modeling

Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into Aquifer Storage and Recovery (ASR) wells.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options.

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 6: DEMAND MANAGEMENT FEASIBILITY

Component 6 will develop a policy framework for how and when a Demand Management Program within the 180/400-Foot Aquifer Subbasin (Subbasin) could reduce the total volume of supply that needs to be generated to reach sustainability as well as determining how extraction can be fairly divided and managed within the Subbasin including voluntary, incentive-based and mandatory programs frameworks. This work will include water rights analysis, facilitated demand-side goal setting with irrigators, and demand management policy framework for adoption by the SVBGSA Board of Directors.

Category (a): Component Administration

Prepare reports detailing Component 6 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 6 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 6 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environment**Task 1: Demand Management Program**

Prepare an examination of the legal basis and constraints that must be addressed for a Demand Management Program and present to interested parties, the Advisory Committee, and the Board of Directors.

Deliverables:

- Copy of Demand Management Legal Analysis

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach**Task 2: Interested Party Outreach**

Facilitate discussion by interested parties to review and determine Demand Management options and expected results. Identify core policy considerations, as well as the functional components of the program, relevant SGMA statutes, and the intended approach for the program. Complete a report of facilitated interested party agreements on program type, guiding policy, and recommended type of demand-side management.

Deliverables:

- Copy of meeting minutes and outcomes
- Copy of Core policy memorandum
- Copy of interested party agreements and recommendations

COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the 180/400-Foot Aquifer Subbasin (Subbasin). The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the Subbasin. Well metering will not include *de minimus* well users. The well registration and well metering work will occur in collaboration with the MCWRA and the existing Groundwater Extraction Management System (GEMS) program.

Category (a): Component Administration

Prepare reports detailing Component 7 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 7 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 7 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 7 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental**Task 1: Completion of the 2023 and 2024 Annual Report**

Produce annual reports using data collected during Water Years 2023 and 2024.

Deliverables:

- Copies of Annual Reports for Water Years 2023 and 2024

Task 2: Data Management System (DMS) Update

House all data for GSP development and Annual Reports. Provide public access via a web map on the SVBGSA website. Use the DMS to develop the Annual Reports. Improve the web map, as needed.

Deliverables:

- Copy Updated DMS
- Website screen shot of web map tools on SVBGSA website
- Copy of Quality Assurance Quality Control of DMS
- Website screen shots and list of example products

Task 3: Address Data Gaps Identified in 180/400-Foot Aquifer GSP

Identify at least one but up to 3 wells in the 180-Foot Aquifer and at least one but up to 3 wells in the 400-Foot aquifer for aquifer testing. Test each well for a minimum of 8 hours and follow with a 4-hour monitored recovery period.

Conduct field reconnaissance to verify the presence of groundwater dependent ecosystems (GDEs). Extend the verification of GDEs to the entire Subbasin. Complete field verification utilizing state wetland monitoring protocols including RipRam and California Rapid Assessment Method (CRAM).

Identify existing shallow wells adjacent to the Salinas River or install one or two new shallow wells along the Salinas River to establish the level of interconnection. Fill data gaps in the CASGEM well system identified in Chapter 7 of the 180/400-Foot Aquifer GSP.

Deliverables:

- GDE Mapping and Identification Memorandum
- Aquifer Properties Technical Report

Category (c): Implementation / Construction**Task 4: Well Installation**

Install four (4) nested or clustered deep wells to address groundwater level monitoring network data gaps.

Deliverables:

- Construction information and location of all wells installed

Task 5: Well Registration and Metering

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and MCWRA to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report

Task 6: Modeling Updates

Support model updates under the Salinas Valley Cooperative Model and Decision Tool Development including model version updates, climate data updates, software updates and collaborative SVOM evaluation. Complete a publicly published model.

Deliverables:

- Technical Report on Model Updates and publicly published model.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 8: IMPLEMENT DEEP AQUIFER STUDY RECOMMENDATIONS

Component 8 will complete the recommendations coming from the Deep Aquifer Study currently being conducted by SVBGSA and recommended in the 180/400-Foot GSP. The study will result in recommendations for management and monitoring of the Deep Aquifers. Component 8 will implement the study recommendations and will include a Deep Aquifer ordinance outlining protection management requirements and a monitoring plan consistent with the GEMS system. The study results, ordinance and monitoring program will be adopted by the SVBGSA Board of Directors.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 8 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 8 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 8 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental**Task 1: Assess Implementation of Interim Local Management Options**

Implement interim local management options in partnership with Monterey County, including staff development of recommended management actions, legal review and Board approval.

Deliverables:

- Interim Management Recommendations Memorandum

Task 2: Development of Long-Term Local and Long-Term Regional Management Actions

Operationalize both local and regional management actions that will be recommended for immediate action which will include policy development, legal review, and Board approval.

Deliverables:

- Management Recommendations Memorandum
- Draft and Final Ordinance
- Monitoring Plan

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 9: SEAWATER INTRUSION FEASIBILITY STUDY

Component 9 will conduct feasibility studies for seawater intrusion with a focus on evaluating the technical efficacy of groundwater desalting, developing facility descriptions and locations, and estimates of capital and operating costs. Additional feasibility analysis will include well location determination, land acquisition needs, conveyance and distribution systems, and end-user assessment. Discussions with Monterey One Water and other agencies will lead to a conceptual agreement on the brine disposal options for the desalting plant. The feasibility study will include outreach to assess the willingness and ability of beneficial users, including agriculture and domestic users, to fund the project.

Category (a): Component Administration

Prepare reports detailing Component 9 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 9 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task. Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 9 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 9 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental**Task 1: Feasibility Study**

Conduct feasibility study that includes:

- **Determining location options for extraction wells and brackish water treatment plant.** Locations for the extraction wells and brackish water treatment plant will balance land availability, right of way needs, land costs, proximity to power or other infrastructure needs, and proximity to brine disposal options among other requirements. More than one location for the wells and treatment plant may be chosen for further analysis.
- **Estimate seawater intrusion conditions over time.** Use the Salinas Valley seawater intrusion model that is currently being developed to estimate future seawater intrusion conditions. This will include estimating how the location of the 500 mg/L chloride concentration front moves when the extraction well barrier is activated. Additionally, the model will estimate the concentration of brackish water extracted by the barrier, which will feed into the treatment feasibility study.

- **Initiate Feasibility Study through Draft and Final Reports.** The study will include an assessment of treatment technologies, provide anticipated annual amounts of treated water, present a conceptual treatment plant layout, provide conceptual maps of distribution systems for the treated water, and estimate capital, operating, and maintenance costs.
- **Initiate brine disposal option discussions.** Discussions regarding the options for brine disposal will be initiated with Monterey one Water (M1W) and other agencies as necessary. The outcome of these discussions will be a conceptual agreement on what modifications or upgrades to the Monterey One Water outfall and diffuser may be necessary for brine disposal.
- **Identify end users.** End users of the treated brackish water will be identified through both a public outreach process and conversations with municipalities and small water systems. This task will result in a memorandum that outlines the potential end users of the treated brackish water.
- **Final Feasibility Study to SVBGSA Committees, Advisory Committee, and Board of Directors for direction and receive direction from Board.** The findings of the Feasibility Study will be presented to appropriate SVBGSA committees and the Board.

Deliverables:

- Final Feasibility Study

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (d): Engagement / Outreach

Not applicable to this Component.

Exhibit B**BUDGET**

Grant Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Grantee: Salinas Valley Basin GSA

Components	Grant Amount
Component 1: Grant Agreement Administration	\$400,000
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	\$1,185,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	\$2,150,000
Component 4 : Interested Parties Outreach and Engagement	\$279,500
Component 5 : Conduct Feasibility Study on Aquifer Storage and Recovery	\$300,000
Component 6 : Demand Management Feasibility	\$200,000
Component 7 : Compliance Reporting and Data Expansion	\$1,850,500
Component 8 : Implement Deep Aquifer Study Recommendations	\$40,000
Component 9 : Seawater Intrusion Feasibility Study	\$1,195,000
Total:	\$7,600,000

Component 1: Grant Agreement Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$400,000
Total:	\$400,000

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$1,185,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,185,000

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$520,000
(c) Implementation / Construction	\$1,622,000
(d) Monitoring / Assessment	\$3,000
(e) Engagement / Outreach	\$0
Total:	\$2,150,000

Component 4: Interested Parties Outreach and Engagement

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$2,500
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$277,000
Total:	\$279,500

Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$20,000
(b) Planning / Design / Environmental	\$280,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$300,000

Component 6: Demand Management Feasibility

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$170,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$20,000
Total:	\$200,000

Component 7: Compliance Reporting and Data Expansion

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$945,500
(c) Implementation / Construction	\$900,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,850,500

Component 8: Implement Deep Aquifer Study Recommendations

Component 8 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$35,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$40,000

Component 9: Seawater Intrusion Feasibility Study

Component 9 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$1,185,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,195,000

Exhibit C
SCHEDULE

GRANT PROPOSAL TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Categories	Start Date	End Date
Component 1: Grant Agreement Administration	December 17, 2021	March 31, 2025
(a) Grant Agreement Administration	December 17, 2021	March 31, 2025
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	July 1, 2022	November 30, 2023
(a) Component Administration	NA	NA
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	July 1, 2022	November 30, 2023
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	December 17, 2021	December 31, 2024
(a) Component Administration	December 17, 2021	December 31, 2023
(b) Planning / Design / Environmental	December 17, 2021	May 31, 2023
(c) Implementation / Construction	July 1, 2022	November 30, 2023
(d) Monitoring / Assessment	September 1, 2023	December 31, 2024
(e) Engagement / Outreach	NA	NA
Component 4: Interested Parties Outreach and Engagement	December 17, 2021	January 30, 2025
(a) Component Administration	December 17, 2021	January 30, 2025
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	January 30, 2025
Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery	December 17, 2021	June 30, 2024
(a) Component Administration	December 17, 2021	June 30, 2024
(b) Planning / Design / Environmental	December 17, 2021	June 30, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 6: Demand Management Feasibility	December 17, 2021	June 31, 2024
(a) Component Administration	December 17, 2021	December 31, 2023
(b) Planning / Design / Environmental	December 17, 2021	December 31, 2023
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	June 30, 2024
Component 7: Compliance Reporting and Data Expansion	December 17, 2021	December 31, 2024
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Planning / Design / Environmental	December 17, 2021	June 30, 2024
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

Categories	Start Date	End Date
Component 8: Implement Deep Aquifer Study Recommendations	December 17, 2021	June 30, 2024
(a) Component Administration	December 17, 2021	June 30, 2024
(b) Planning / Design / Environmental	December 17, 2021	June 30, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 9: Seawater Intrusion Feasibility Study	December 17, 2021	January 30, 2025
(a) Component Administration	December 17, 2021	January 30, 2025
(b) Planning / Design / Environmental	December 17, 2021	January 30, 2025
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations

regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines and 2021 PSP and pursuant to Paragraph 11.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.
 - F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.

- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation

or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

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

assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."

- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E

AUTHORIZING RESOLUTION ACCEPTING FUNDS

**Before the Board of Directors of the
Salinas Valley Basin Sustainable Groundwater Management Agency**

Resolution No. 2022-08)
Resolution Authorizing Application to the)
California Department of Water Resources to)
obtain a grant under the 2021 Sustainable)
Groundwater Management (SGM) Grant)
Program Implementation – Round 1 Grant)
pursuant to the California Drought, Water,)
Parks, Climate, Coastal Protection, and)
Outdoor Access For All Act of 2018)
(Proposition 68) (Public Resource Code §)
80000 et. seq.)and the California Budget Act)
of 2021 (Stats. 2021 ch. 240, § 80).

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high- priority, one of which is a critically overdrafted sub-basin, and therefore is required to be managed by a GSP or coordinated GSPs by as early as January 31, 2020; and

WHEREAS, the SVBGSA completed and filed with the Department of Water Resources the 180/400-Foot Aquifer GSP by January 31, 2020; and

WHEREAS, the California Budget Act of 2021 (Stats. 2021 ch. 240, § 80) appropriates a total of \$180 million for SGMA implementation, and the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) (Public Resource Code § 80000 et. seq.) authorizes the Legislature to appropriate a total of \$120 million to DWR for drought and groundwater investments to achieve regional sustainability; and

WHEREAS, DWR is administering solicitations for the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation grant using funds authorized by the California Budget Act of 2021 and Proposition 68 for projects that encourage sustainable management of groundwater resources and support SGMA, and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. That an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 1 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the 180/400-Foot Aquifer Groundwater Sustainability Plan 2022 Implementation Program.
2. The General Manager of the Salinas Valley Basin Groundwater Sustainability Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

PASSED AND ADOPTED on this 10th day of February 2022 by the following vote, to-

wit: AYES: Directors Adams, Alejo, Bramers, Brennan, Chapin, Cremers, Granillo,

McIntyre, Stefani, and Chair Pereira

NOES:

ABSENT: Director Rocha

ABSTAIN:

I, Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Directors duly made and entered in the minutes thereof for the meeting of February 10, 2022.

Dated: 2/14/2022

Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin
Groundwater Sustainability Agency,
County of Monterey, State of California

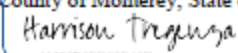


Exhibit F

REPORT FORMATS AND REQUIREMENTS

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

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail

- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

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

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

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

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

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

Groundwater Level Data

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

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Exhibit I
PROJECT LOCATION

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Plant



Monterey One Water Plant
near Salinas

COMPONENT 2 Project Site



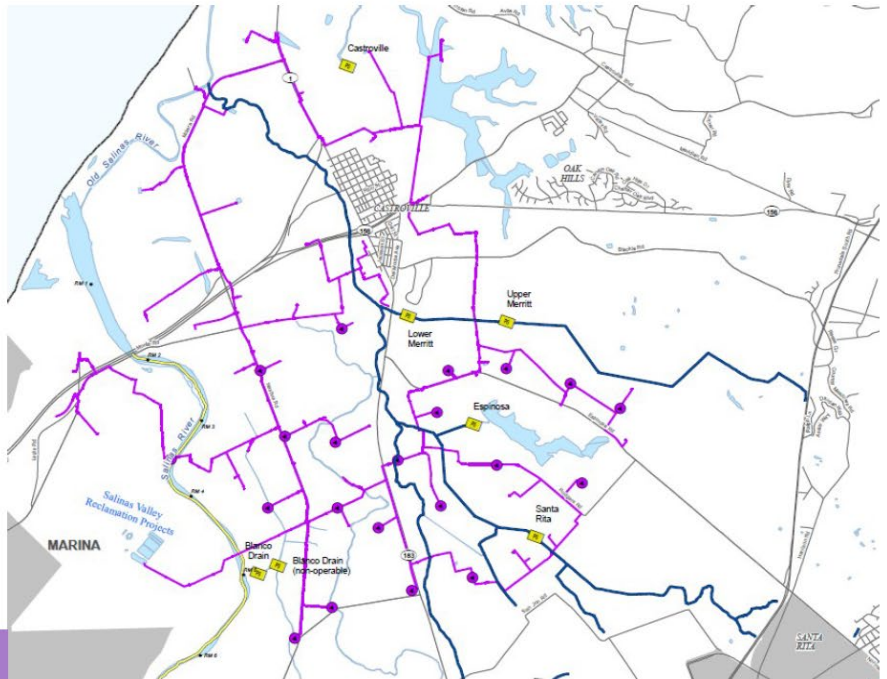
Monterey One Water
Salinas, CA 93908
+1 (831) 372-3367
14811 Del Monte
Boulevard
Marina, CA 93933

Lat 36.70527°N, 12177101°W

Project Location

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

DISTRIBUTION SYSTEM Castroville Seawater Intrusion Project (CSIP)



36.74630° N, 121.77600° W



September 28, 2020

9



 Salinas
California

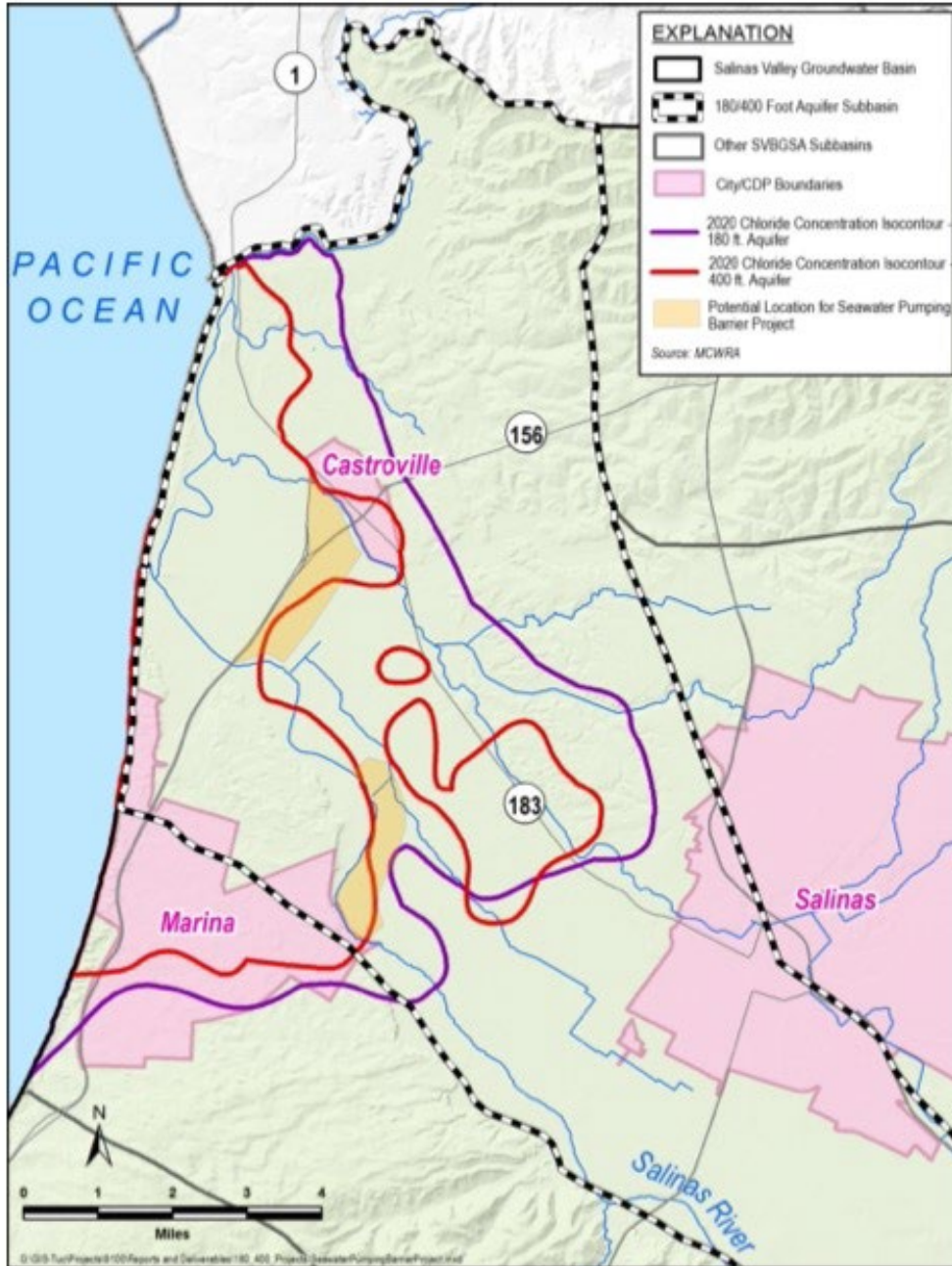
Component 3 Project Location - CSIP

36.74630° N, 121.77600° W



Project Location

Component 9: Seawater Intrusion Feasibility Study



Project Location (Entire GSA Area)

- Components 1: Grant Agreement Administration
- Component 4: Interested Parties Outreach and Engagement
- Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery
- Component 6: Demand Management Feasibility
- Component 7: Compliance Reporting and Data Expansion
- Component 8: Implement Deep Aquifer Study Recommendations

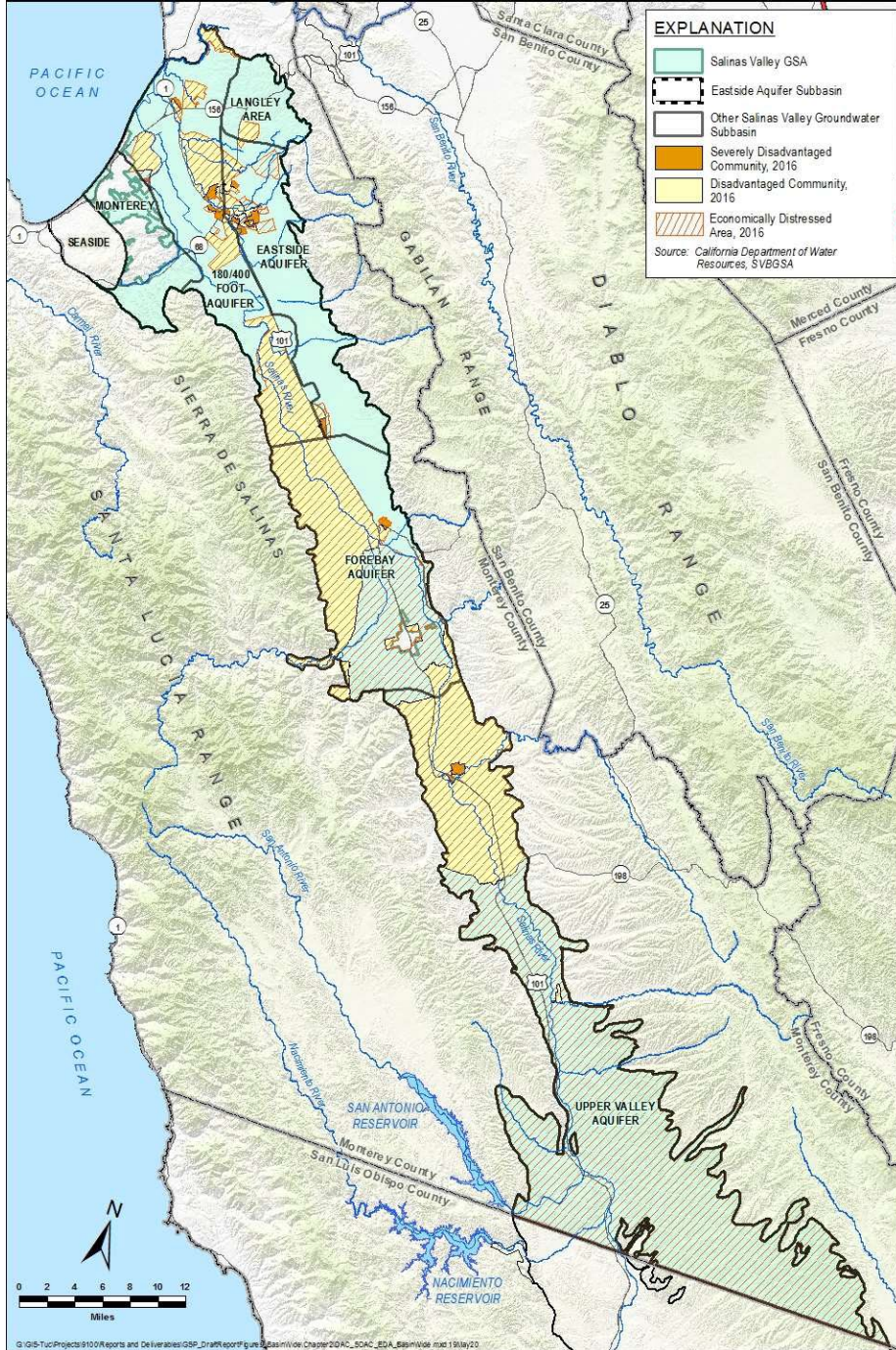


Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K

LOCAL PROJECT SPONSORS

NOT APPLICABLE

Exhibit L**APPRAISAL SPECIFICATIONS**

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

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

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

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

Exhibit M**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

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

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

EXHIBIT N

PROJECT MONITORING PLAN GUIDANCE

Introduction

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

Component Monitoring Plan Requirements

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

EXHIBIT O

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

**FIRST AMENDMENT TO THE
SUBGRANT AGREEMENT BETWEEN THE SALINAS VALLEY BASIN GROUDWATER
SUSTAINABILITY AGENCY AND MONTEREY COUNTY WATER RESOURCES AGENCY,
RELATED TO GRANT AGREEMENT NUMBER 4600014638 SUSTAINABLE
GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

This First Amendment to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant (Agreement) is made on 6/30/2023, 2023.

RECITALS

The Parties entered into that certain Subgrant Agreement dated October 10, 2022. The Parties now desire to amend the terms of the Agreement as more particularly set forth herein.

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO AGREEMENT

Section 3 is amended as follows:

3) SUBGRANTEE ELIGIBLE GRANT FUND AMOUNT. The Subgrantee is only eligible to receive Grant Funds for **Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Recycled Water Plant; Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades; Component 5 Aquifer Storage and Recovery – assistance with Task 2 and 4 ; and Component 7: Compliance Reporting and Data Expansion – Task 5 Well Registration and Metering and Task 6 Modeling Updates; and Component 9 Seawater Intrusion Feasibility Study (“Subgrantee Projects”)**. The not to exceed costs for the four Components are \$1,185,000 for Component 2; \$2,150,000 for Component 3; \$45,000 for Component 5; and \$310,000 for Component 7 as estimated by SVBGSA, and \$131,000 for Component 9. Eligible costs for the Subgrantee Projects include those directly related to Exhibit A incurred after December 17, 2021, but before February 28, 2025.

EXHIBIT A - WORK PLAN is amended to include the following:

COMPONENT 9: SEAWATER INTRUSION FEASIBILITY STUDY

Category (b): Planning / Design / Environmental

Task 1: Feasibility Study - Water quality sampling to provide data to determine location options for extraction wells and brackish water treatment plant, as described in Attachment 1.

Exhibit B – Budget is amended to include the following:

Component 9: Seawater Intrusion Feasibility Study

<u>Budget Categories</u>	<u>Grant Amount</u>
<u>(a) Component Administration</u>	<u>\$0</u>
<u>(b) Planning / Design / Environmental</u>	<u>\$131,000</u>
<u>(c) Implementation / Construction</u>	<u>\$0</u>

<u>(d) Monitoring / Assessment</u>	<u>\$0</u>
<u>(e) Engagement / Outreach</u>	<u>\$0</u>
<u>Total:</u>	<u>\$131,000</u>

Exhibit C – Schedule is amended to include the following:

Component 9: Seawater Intrusion Feasibility Study

(b) Planning / Design / Environmental – End Date January 31, 2025

IN WITNESS WHEREOF, GSA and SUBGRANTEE have executed this Amendment as of the day and year written below.

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

DocuSigned by:
Piret Harmon
By _____
EC2B697236EB462...
Piret Harmon, General Manager

Date: 6/30/2023, 2023

Monterey COUNTY WATER RESOURCES AGENCY

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

Date: 7/17/2023, 2023

Exhibit A: Seawater Intrusion Barrier Feasibility Study Groundwater Sampling Plan

Exhibit A
Amendment 1 to MCWRA SGMA Round 1 Subgrantee Agreement

Salinas Valley Basin GSA – Seawater Intrusion Barrier Feasibility Study
 Groundwater Sampling Plan
 05/23/23

Introduction

In order to assess feasibility of the Seawater Intrusion Barrier Project (Project), the quality of water that will be extracted from the Salinas Valley 180/400-foot Groundwater Basins are to be sampled and quantified. This data will be used to establish a baseline condition, estimate a range of future quality, be used to size treatment facilities, and be used to identify potential NPDES discharge concerns for reverse osmosis concentrate (ROC).

Representative Wells and General Sampling

All wells that will be sampled are active wells included in the typical County annual sampling campaign. The County team will follow typical sampling protocols and well flushing for these wells.

A total of 2 wells from the 180-ft aquifer and 7 wells from the 400-ft aquifer will be sampled for the June 2023 sampling event. Well IDs are shown in the table below. Mapped well locations are included as Attachment A.

In addition to sampling these 9 total wells, 1 full set of field blanks will be prepared for the full suite of samples. The County will select 1 sampling event at random to run the set of blanks on.

Table 1 Selected Wells to be Sampled

Aquifer	State Water ID	Facility Code
180-ft	14S/02E-15L02	14501
180-ft	14S/02E-22P02	766
400-ft	13S/02E-28M02	2455
400-ft	13S/02E-32J03	2429
400-ft	14S/02E-05C03	1162
400-ft	14S/02E-09D04	2659
400-ft	12S/02E-08C03	1466
400-ft	14S/02E-07L05	1255
400-ft	14S/02E-07L04	1257

Field Sampling Details

Field sampling equipment will be provided and shipped by Carollo Engineers. The equipment will arrive calibrated and include standard operating procedures. Please procure a minimum of one set of field samples per well. Field sampling will be required for the following parameters:

Table 2 Field Sampling Parameters

Parameter	Equipment
pH	Hach PHC101
Temperature	See Note 1
ORP	Hach MTC401
DO	Hach LDO101
Turbidity	Hach 2100P
Silt Density Index	SDI Solutions CDP880 (SDI-PU)

Notes:

1. Temperature can be measured using either the Hach PHC101 or Hach MTC401.

Field filtering shall also be performed to assess dissolved iron and manganese. Utilize the provided syringe filters to filter the appropriate amount of volume (per County Lab directive) for the iron and manganese samples.

Lab Sampling Details

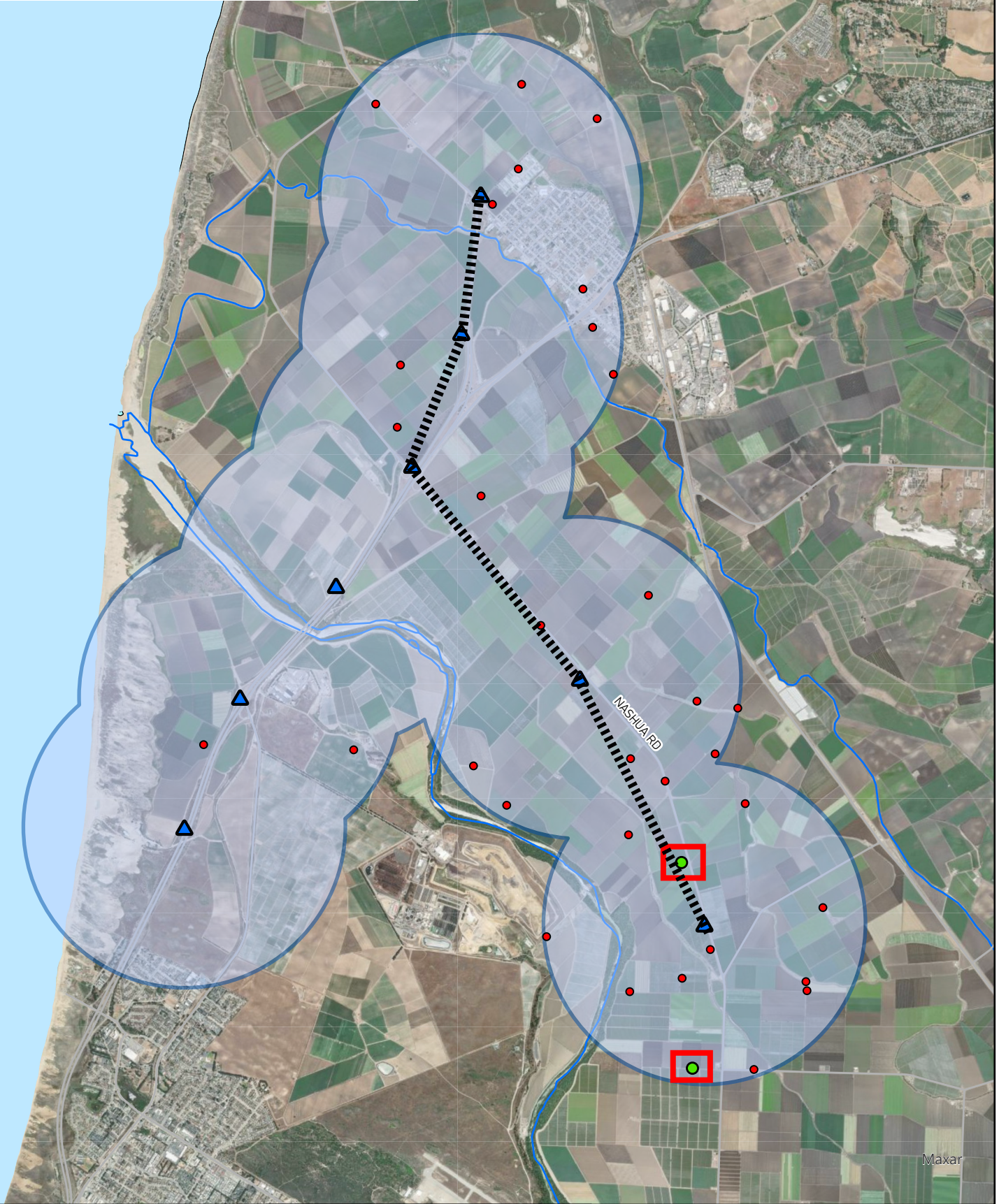
Samples will be collected to analyze for the following constituents:

- California Ocean Plan Constituents – To determine future impacts to contributing reverse osmosis concentrate generated from implementation of this project to the existing Monterey One Water outfall.
- Drinking Water Maximum Contaminant Levels (MCLs) – To determine potential human health risks associated with utilizing treated groundwater in this area as a drinking water source.
- Additional Constituents for Reverse Osmosis (RO) sizing

Attachment B provides a full list of each of these constituents to be sampled along with the suggested test method and detection limit. Sample collection and lab procedures for each constituent shall be per County lab (or contracted lab) directive.

Attachment A





180-FT AND 400-FT WELL SAMPLING MAPS

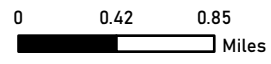
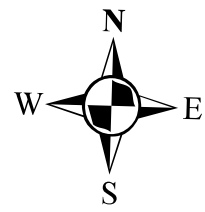


Wells Within 1 Mile of the Proposed Extraction Barrier Wells

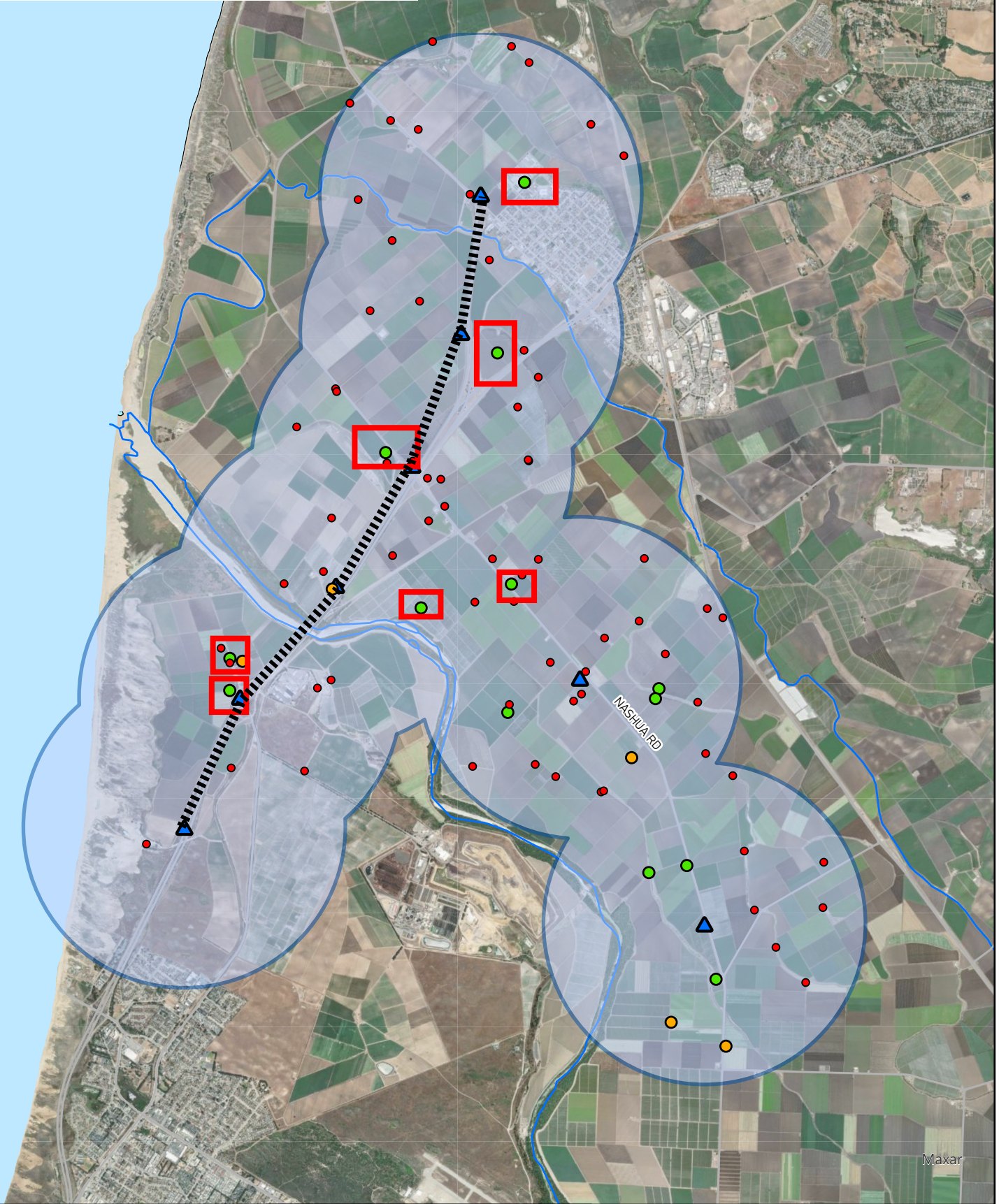
180-FT Aquifer

Legend

-  Proposed Extraction Barrier Wells
-  Barrier 1 Mile Buffer
-  Current WRA Program Well
-  No



Monterey County Water Resources Agency
Date : 4/26/2023

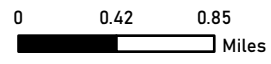
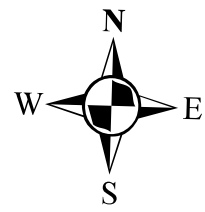


Wells Within 1 Mile of the Proposed Extraction Barrier Wells

400-FT Aquifer

Legend

- Proposed Extraction Barrier Wells
- Barrier 1 Mile Buffer
- Current WRA Program Well
 - Yes
 - No
 - Potential
- Further Recon Needed



Monterey County Water Resources Agency
Date : 4/26/2023

Attachment B

LAB SAMPLE CONSTITUENT LIST

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
Total Dissolved Solids (TDS)	mg/L	E160.1/SM2540C	Y		
Turbidity	NTU	EPA 180.1	Y		
Calcium	mg/L	EPA 200.7	Y		
Iron	ug/L	EPA 200.7	Y		
Iron, Dissolved	mg/L	EPA 200.7	Y		
Magnesium	mg/L	EPA 200.7	Y		
Potassium	mg/L	EPA 200.7	Y		
Aluminium	ug/L	EPA 200.8	Y		
Antimony	ug/L	EPA 200.8	Y		
Arsenic	ug/L	EPA 200.8	Y		
Barium	ug/L	EPA 200.8	Y		
Beryllium	ug/L	EPA 200.8	Y		
Cadmium	ug/L	EPA 200.8	Y		
Chromium (Total)		EPA 200.8	Y		
Copper	ug/L	EPA 200.8	Y		
Lead	ug/L	EPA 200.8	Y		
Manganese	ug/L	EPA 200.8	Y		
Manganese, Dissolved	mg/L	EPA 200.8	Y		
Nickel	ug/L	EPA 200.8	Y		
Selenium	ug/L	EPA 200.8	Y		
Silver	ug/L	EPA 200.8	Y		
Thallium	ug/L	EPA 200.8	Y		
Zinc	ug/L	EPA 200.8	Y		
Sodium	mg/L	EPA 273.1	Y EPA200.7		
Chloride	mg/L	EPA 300.0	Y		
Nitrate	mg/L as N	EPA 300.0	Y		
Nitrite (as N)	mg/L as N	EPA 300.0	Y		
Sulfate	ug/L	EPA 300.0	Y		
Total Nitrate/Nitrite (as N)	mg/L as N	EPA 300.0	Y		
Alkalinity	mg/L as CaCO ₃	EPA 310.1	Y		
Odor	TON	SM 2150B	Y		
Fluoride	ug/L	SM 4500F-C	Y EPA300.0		
Foaming Agents (MBAS)	ug/L	SM 5540C	Y		
Specific Conductance (Conductivity)	uS/cm	SM2510B	Y		
Color	Co-units		Y		
Cyanide	ug/L	QuikChem 10-20	N	Y	BSK
Boron	ug/L	EPA 200.7	Y		
Vanadium	ug/L	EPA 200.8	Y		
Bromide	mg/L	EPA 300.0	Y		
Total Chlorine Residual	mg/L	EPA 330.5	Y		
Mercury	ug/L	CL 245.2	N	Y EPA 245.7 or EPA 1631	BSK
Asbestos	MFL	EPA 100.2	N	Y	LA Testing
Hydrogen Sulfide	mg/L	EPA 15	N	Y	Weck Laboratories
2,3,7,8-TCDD (dioxin)	ug/L	EPA 1613B	N	Y	Ceres Analytical Lab
Silica	mg/L	EPA 200.7	N	Y	BSK
Chromium (III)	ug/L	EPA 200.8	N	Y	BSK
Chromium (Hexavalent)	ug/L	EPA 218.6	N	Y	BSK
Uranium	pCi/L	EPA 200.8	N	Y	BSK
Bromate	ug/L	EPA 317	N	Y	BSK
Perchlorate	ug/L	EPA 331.0	N	Y	McC Campbell Analytical
Ammonia	mg/L	EPA 350.1	N	Y	BSK
Total Organic Carbon		EPA 445.3	N	Y SM 5310C	BSK
Alachlor	ug/L	EPA 505	N	Y	BSK
Lindane	ug/L	EPA 505	N	Y	BSK
Methoxychlor	ug/L	EPA 505	N	Y	BSK
Toxaphene	ug/L	EPA 505	N	Y	BSK
2,4- Dichlorophenoxyacetic acid (2,4-D)	ug/L	EPA 515.4	N	Y	BSK
2,4,5-TP (Silvex)	ug/L	EPA 515.4	N	Y	BSK
Bentazon	ug/L	EPA 515.4	N	Y	BSK
Dalapon	ug/L	EPA 515.4	N	Y	BSK
Dinoseb	ug/L	EPA 515.4	N	Y	BSK
Pentachlorophenol	ug/L	EPA 515.4	N	Y	BSK
Picloram	ug/L	EPA 515.4	N	Y	BSK

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
1,1,2-Trichloro-1,2,2- Trifluoroethane (Freon 113)	ug/L	EPA 524.2	N	Y	BSK
1,2,4-Trichlorobenzene	ug/L	EPA 524.2	N	Y	BSK
1,2,4-Trimethylbenzene	ug/L	EPA 524.2	N	Y	BSK
1,2-Dichlorobenzene	ug/L	EPA 524.2	N	Y	BSK
1,2-Dichloroethane (1,2-DCA)	ug/L	EPA 524.2	N	Y	BSK
1,2-Dichloropropane	ug/L	EPA 524.2	N	Y	BSK
1,3,5-Trimethylbenzene		EPA 524.2	N	Y	BSK
2-Chlorotoluene	ug/L	EPA 524.2	N	Y	BSK
4-Chlorotoluene	ug/L	EPA 524.2	N	Y	BSK
cis-1,2-Dichloroethylene	ug/L	EPA 524.2	N	Y	BSK
Dichlorodifluoromethane (Freon 12)	ug/L	EPA 524.2	N	Y	BSK
Isopropylbenzene	ug/L	EPA 524.2	N	Y	BSK
Methyl tertiary butyl ether (MTBE)	ug/L	EPA 524.2	N	Y	BSK
Naphthalene	ug/L	EPA 524.2	N	Y	BSK
n-Butylbenzene	ug/L	EPA 524.2	N	Y	BSK
n-Propylbenzene	ug/L	EPA 524.2	N	Y	BSK
sec-Butylbenzene	ug/L	EPA 524.2	N	Y	BSK
Styrene	ug/L	EPA 524.2	N	Y	BSK
tert-Butylbenzene	ug/L	EPA 524.2	N	Y	BSK
Toluene	ug/L	EPA 524.2	N	Y	BSK
Total Trihalomethanes	ug/L	EPA 524.2	N	Y	BSK
trans-1,2- Dichloroethylene	ug/L	EPA 524.2	N	Y	BSK
Trichlorofluoromethane (Freon 11)	ug/L	EPA 524.2	N	Y	BSK
Xylenes (total)	ug/L	EPA 524.2	N	Y	BSK
1,2,3- Trichloropropane	ug/L	EPA 524M	N	Y	BSK
Benzo(a)pyrene	ug/L	EPA 525.2	N	Y	BSK
Di(2- ethylhexyl)adipate	ug/L	EPA 525.2	N	Y	BSK
Di(2- ethylhexyl)phthalate (DEHP)	ug/L	EPA 525.2	N	Y	BSK
Diazinon	ug/L	EPA 525.2	N	Y	BSK
Molinate	ug/L	EPA 525.2	N	Y	BSK
Propachlor	ug/L	EPA 525.2	N	Y	BSK
Thiobencarb	ug/L	EPA 525.2	N	Y	BSK
Thiobencarb	ug/L	EPA 525.2	N	Y	BSK
Carbofuran	ug/L	EPA 531.2	N	Y	BSK
Oxamyl	ug/L	EPA 531.2	N	Y	BSK
Perfluorobutanesulfonic acid (PFBS)	ug/L	EPA 537.1	N	Y	
Perfluorooctanesulfonic acid (PFOS)	ug/L	EPA 537.1	N	Y	
Perfluorooctanoic acid (PFOA)	ug/L	EPA 537.1	N	Y	
Glyphosate	ug/L	EPA 547	N	Y	
Endothal	ug/L	EPA 548.1	N	Y	
Diquat	ug/L	EPA 549.2	N	Y	
Haloacetic Acids (five) (HAA5)	mg/L		N	Y	BSK
Aldrin	ug/L	EPA 608	N	Y	BSK
Chlordane	ug/L	EPA 608	N	Y	BSK
DDT	ug/L	EPA 608	N	Y	BSK
Dieldrin	ug/L	EPA 608	N	Y	BSK
Endosulfan	ug/L	EPA 608	N	Y	BSK
Endrin	ug/L	EPA 608	N	Y	BSK
Heptachlor	ug/L	EPA 608	N	Y	BSK
Heptachlor Epoxide	ug/L	EPA 608	N	Y	BSK
PCBs ^[b]	ug/L	EPA 608	N	Y	BSK
Toxaphene	ug/L	EPA 608	N	Y	BSK
1,1,1-Trichloroethane	ug/L	EPA 624	N	Y	BSK
1,1,2,2-Tetrachloroethane	ug/L	EPA 624	N	Y	BSK
1,1,2-Trichloroethane	ug/L	EPA 624	N	Y	BSK
1,1-Dichloroethylene	ug/L	EPA 624	N	Y	BSK
1,2-Dichloroethane	ug/L	EPA 624	N	Y	BSK
1,3-dichloropropene	ug/L	EPA 624	N	Y	BSK
Acrolein	ug/L	EPA 624	N	Y	BSK
Acrylonitrile	ug/L	EPA 624	N	Y	BSK
Benzene	ug/L	EPA 624	N	Y	BSK

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
Carbon tetrachloride	ug/L	EPA 624	N	Y	BSK
Chlorobenzene	ug/L	EPA 624	N	Y	BSK
Chlorodibromomethane	ug/L	EPA 624	N	Y	BSK
Chloroform	ug/L	EPA 624	N	Y	BSK
Dichlorobromomethane	ug/L	EPA 624	N	Y	BSK
Dichloromethane (methylenechloride)	ug/L	EPA 624	N	Y	BSK
Ethylbenzene	ug/L	EPA 624	N	Y	BSK
Halomethanes	ug/L	EPA 624	N	Y	BSK
Tetrachloroethylene	ug/L	EPA 624	N	Y	BSK
Toluene	ug/L	EPA 624	N	Y	BSK
Trichloroethylene	ug/L	EPA 624	N	Y	BSK
Vinyl chloride	ug/L	EPA 624	N	Y	BSK
1,2-Diphenylhydrazine (azobenzene)	ug/L	EPA 625	N	Y	BSK
1,4-Dichlorobenzene	ug/L	EPA 625	N	Y	BSK
2,4,6-Trichlorophenol	ug/L	EPA 625	N	Y	BSK
2,4-Dinitrophenol	ug/L	EPA 625	N	Y	BSK
2,4-Dinitrotoluene	ug/L	EPA 625	N	Y	BSK
3,3-Dichlorobenzidine	ug/L	EPA 625	N	Y	BSK
4,6-dinitro-2-methylphenol	ug/L	EPA 625	N	Y	BSK
Benzidine	ug/L	EPA 625	N	Y	BSK
Bis (2-chloroethoxy) methane	ug/L	EPA 625	N	Y	BSK
Bis (2-chloroisopropyl) ether	ug/L	EPA 625	N	Y	BSK
Bis(2-chloroethyl)ether	ug/L	EPA 625	N	Y	BSK
Bis(2-ethyl-hexyl)phthalate	ug/L	EPA 625	N	Y	BSK
Chlorinated Phenolics	ug/L	EPA 625	N	Y	BSK
Dichlorobenzenes	ug/L	EPA 625	N	Y	BSK
Diethyl phthalate	ug/L	EPA 625	N	Y	BSK
Dimethyl phthalate	ug/L	EPA 625	N	Y	BSK
Di-n-butyl phthalate	ug/L	EPA 625	N	Y	BSK
Hexachlorobutadiene	ug/L	EPA 625	N	Y	BSK
Hexachlorocyclopentadiene	ug/L	EPA 625	N	Y	BSK
Hexachloroethane	ug/L	EPA 625	N	Y	BSK
Isophorone	ug/L	EPA 625	N	Y	BSK
Nitrobenzene	ug/L	EPA 625	N	Y	BSK
N-Nitrosodimethylamine	ug/L	EPA 625	N	Y	BSK
N-Nitrosodi-N-Propylamine	ug/L	EPA 625	N	Y	BSK
N-Nitrosodiphenylamine	ug/L	EPA 625	N	Y	BSK
Phenolic Compounds (non-chlorinated)	ug/L	EPA 625	N	Y	BSK
Gross Alpha	pCi/L	EPA 900.0	N	Y	FGL
Gross Beta	mrem/yr	EPA 900.0	N	Y	FGL
Radium-226	pCi/L	EPA 903.1	N	Y	FGL
Radium-226 + Radium-228	pCi/L		N	Y	FGL
Radium-228	pCi/L		N	Y	FGL
1,2-Dibromo-3- chloropropane (DBCP)	ug/L	EPA 551.1	N	Y EPA 504	BSK
Ethylene dibromide (EDB)	ug/L	EPA 551.1	N	Y EPA 504	BSK
Chlorate	ug/L	EPA 300.0	N	Y	BSK
Chlorite	ug/L	EPA 300.0	N	Y	BSK
1,4-Dioxane	ug/L	EPA 522	N	Y	Weck Laboratories
Tertiary butyl alcohol (TBA)	ug/L	EPA 524.2 SIM	N	Y	BSK
Formaldehyde	ug/L	EPA 556	N	Y EPA 8315	North Coast Lab
Strontium-90	pCi/L	EPA 905.0	N	Y	FGL
Strontium	mg/L	EPA-905.0	N	Y EPA 200.8	BSK
Tritium	pCi/L	EPA 906.0	N	Y	FGL
Ethylene glycol	mg/L	EPA 8015M	N	Y	Weck Laboratories
Tributyltin	ug/L	MAI-Organic Tin	N	Y	Weck Laboratories
SDI			N	Y	Core Lab
Not Tested					
Fluoranthene	ug/L	EPA 610	N	No	
PAHs ^[b]	ug/L	EPA 610	N	No	
2,4,6-Trinitrotoluene (TNT)	ug/L	LC-MS-MS	N	No	
Atrazine	ug/L	LC-MS-MS	N	No	
HMX	ug/L	LC-MS-MS	N	No	

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
RDX	ug/L	LC-MS-MS	N	No	
Simazine	ug/L	LC-MS-MS	N	No	
HCH (Hexachlorocyclohexane)	ug/L	EPA 608	N	No	
Hexachlorobenzene	ug/L	EPA 608	N	No	
TCDD Equivalents	ug/L	EPA 1613B	N	No	
Carbon disulfide	ug/L	EPA 524.2	N	No	
Methyl isobutyl ketone (MIBK)	ug/L	EPA 524.2	N	No	
Monochlorobenzene	ug/L	EPA 524.2	N	No	

**SECOND AMENDMENT TO THE
SUBGRANT AGREEMENT BETWEEN THE SALINAS VALLEY BASIN GROUDWATER
SUSTAINABILITY AGENCY AND MONTEREY COUNTY WATER RESOURCES AGENCY,
RELATED TO GRANT AGREEMENT NUMBER 4600014638 SUSTAINABLE
GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

This Second Amendment to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant (Agreement) is made on July 16, 2024.

RECITALS

The Parties entered into that certain Subgrant Agreement dated October 10, 2022, and executed the First Amendment on July 17, 2023. The Parties now desire to amend the terms of the Agreement as more particularly set forth herein.

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO AGREEMENT

Section 3 is amended as follows:

3) **SUBGRANTEE ELIGIBLE GRANT FUND AMOUNT.** The Subgrantee is only eligible to receive Grant Funds for **Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Recycled Water Plant; Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades; Component 5 Aquifer Storage and Recovery – assistance with Task 2 and 4; and Component 7: Compliance Reporting and Data Expansion – Task 5 Well Registration and Metering; and Component 9 Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study (“Subgrantee Projects”)**. The not to exceed costs for the five Components are \$1,495,000 for Component 2; \$1,555,000 for Component 3; \$45,000 for Component 5; \$310,000 for Component 7; and \$75,000 for Component 9 as estimated by SVBGSA. Eligible costs for the Subgrantee Projects include those directly related to Exhibit A incurred after December 17, 2021, but before March 31, 2025.

Exhibit A is amended as follows:

**EXHIBIT A
WORK PLAN**

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to operated year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water and the sustainability of the Salinas Valley Groundwater Basin

and decrease the need to rely on groundwater. Component 2 will enable reduced use of MCWRA's Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

Category (c). Implementation/Construction

Task 1. Construction of Scrubber Upgrade

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

Deliverables:

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

COMPONENT 3: CSIP DISTRIBUTION SYSTEM UPGRADES

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. Condition assessments, modeling, identification of system improvements, and design work will support the development of a Recycled Water Master Plan to implement the CSIP Optimization Project in the 180/400-foot Aquifer Subbasin GSP, along with Booster Station Enhancements to improve existing operations. This will result in design of a future improvement that reduce pumping from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing content of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90-days before the end date for the component as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30-days of receipt,

when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30-days before the Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30-days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1. Hydraulic Modeling

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the Salinas Valley Reclamation Plant production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

Deliverables:

- Information Needs List
- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

Task 2. Development of Water Scheduling System

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce Supplemental Well use in the critically over-drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

Task 3. Review Technical Studies/Basis of Design Technical Memorandum

Select a preferred alternative for system improvement designs, based on the Final Modeling Results Technical Memorandum in Task 1. Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary. Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

Task 4. Design Plans, Specifications, Estimates, & Bids

Develop the 60% design plans and specifications for the component and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. Review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager.

Deliverables:

- 60% design plans and specifications

Task 5: Distribution System Modeling

Utilize the Hydraulic Model to develop several scenarios to upgrade CSIP, including the Feasibility of Aquifer Storage and Recovery and the Seawater Intrusion Extraction Barrier/Regional Water Supply as potential new sources of supply for the CSIP system. Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into ASR wells. Identify other improvements to existing distribution system for CSIP optimization.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options.

Task 6. Inputs to Recycled Water Master Plan

Using Distribution Modeling results, provide input into the development of a Recycled Water Master Plan to outline system upgrades needed for CSIP optimization.

Deliverables:

- Technical memorandum with recommendations for inclusion in a Recycled Water Master Plan.

Category (c). Implementation / Construction

Task 7. Distribution System Booster Enhancements.

There are three booster stations located in the CSIP distribution system that were designed to provide increased pressure during low pressure situations in the system as well as aid in circulating water to the far end lines of the system during high demand usage. Being a gravity fed distribution system, maintaining adequate pressures can be challenging, especially in high demand situations. Groundwater wells often are utilized to boost pressure in the system when the booster stations are not able to fully address the low pressure problems.

Identify a plan and approach for performance enhancements on the Molera, Lapis and Espinosa booster stations' pumps and motors to include necessary overhaul and modifications. The plan will also retrofit and upgrade of the booster station motor controls to a variable frequency drive (VFD) control unit. This will allow more variability and control of the station pressure output and flow, equalizing the pressure need and moving away from groundwater pumping pressure usage. The VFD units also add great efficiency with electrical usage, resulting in a reduction in electrical consumption. Implementation of the performance enhancements will be cycled through each of the booster stations in order to keep each one functional during the peak irrigation season. Ultimately, the booster pump enhancements will provide increased

pressure in the system, at critical low pressure areas, which then decreases need for turning on groundwater wells for addressing the low pressure.

Deliverables:

- Photograph documentation
- Commissioning documentation by a qualified professional Record drawings/as-built drawings
- Specifications of as-built design

Category (d): Monitoring / Assessment

Task 8: Monitoring Plan

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well at determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. The component further utilizes the CSIP Distribution System Model to understand operational constraints.

Category (b): Planning / Design / Environmental

Task 2: Assessment of Project Constraints

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with Monterey County Water Resources Agency to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the subbasin. The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the 180/400-Foot Aquifer Subbasin. Well metering will not

include *de minimus* well users. The well registration and well metering work will occur in collaboration with the Monterey County Water Resources Agency (MCWRA) and the existing Groundwater Extraction Management System (GEMS) program.

Category (b): Planning / Design / Environmental

Task 4: Well Registration and Metering

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and Monterey County Water Resources Agency to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report
- Program Implementation Fee Study

COMPONENT 9: SEAWATER INTRUSION FEASIBILITY STUDY

Category (b): Planning / Design / Environmental

Task 1: Feasibility Study - Water quality sampling to provide data to determine location options for extraction wells and brackish water treatment plant.

Exhibit B is amended as follows:

**EXHIBIT B
BUDGET**

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022- 2024) (Project)

Sub Grantee: MCWRA Components	Grant Amount
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	\$1,495,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	\$1,555,000
Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery	\$45,000
Component 7: Compliance Reporting and Data Expansion	\$310,000
Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study	\$75,000
Total:	\$3,480,000

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant

Budget Categories	Grant Amount
(c) Implementation / Construction	\$1,495,000
Total:	\$1,495,000

Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Engineering / Design	\$1,387,000
(c) Implementation / Construction	\$160,000
(d) Monitoring / Assessment	\$3,000
Total:	\$1,555,000

Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

Budget Categories	Grant Amount
(b) Planning / Engineering / Design – Primary Tasks for engagement will by Task 2 and Task 4	\$45,000
Total:	\$45,000

Component 7: Compliance Reporting and Data Expansion

Budget Categories	Grant Amount
(b) Planning / Engineering / Design	\$250,000
(c) Implementation / Construction – Task to be Co-Implemented: [1] Well Registration and Metering (\$200,000) and [2] Modeling Updates (\$100,000)	\$60,000
Total:	\$310,000

Component 9: Seawater Intrusion Feasibility Study

Budget Categories	Grant Amount
(b) Planning / Design / Environmental	\$75,000
Total:	\$75,000

Exhibit C is amended as follows:

**EXHIBIT C
SCHEDULE**

GRANT TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Categories	Start Date	End Date
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	July 1, 2022	November 30, 2023
(a) Component Administration	NA	NA
(b) Planning / Engineering / Design	NA	NA
(c) Implementation / Construction	July 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades	December 17, 2021	December 31, 2024
(a) Component Administration	October 3, 2022	March 31, 2025
(b) Environmental / Engineering / Design	October 3, 2022	January 31, 2025
(c) Implementation / Construction	October, 2024	March 31, 2025
(d) Monitoring / Assessment	September 1, 2023	March 31, 2025
(e) Engagement / Outreach	NA	NA
Component 7: Compliance Reporting and Data Expansion		
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Reporting and Data Expansion	December 17, 2021	June 30, 2024
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach		NA
Component 9: Seawater Intrusion Feasibility Study		
(b) Planning / Engineering / Design	July 17, 2023	January 31, 2025

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D is amended as follows:

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN G ROUNDWATER MANAGEMENT AGENCY
AGREEMENT NUMBER 4600014638
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT 3**

(insert)

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN GROUNDWATER MANAGEMENT AGENCY
AGREEMENT NUMBER 4600014638**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT 3**

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

1. **PURPOSE.** The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date of grant execution and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2025, and no funds may be requested after JUNE 30, 2025.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$7,600,000.
4. **GRANTEE COST SHARE.** Not applicable.
5. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines (2021 Guidelines)*.
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 14, "Project Monitoring Plan Requirements."

- 6. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after DECEMBER 17, 2021, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or Spending Plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Maria Jochimsen at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Maria Jochimsen at Maria.Jochimsen@water.ca.gov.

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

9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

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

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

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

11. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report and associated quarterly invoice should be submitted to the State no later than NOVEMBER 30, 2022, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion or before the work completion date in Paragraph 2, whichever is earliest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibit F, "Report Formats and Requirements". Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State. The Grantee must submit the draft Grant Completion Report to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date listed in Paragraph 2. The Grantee must obtain the DWR Grant Manager's approval of the report within 30 days after the work completion date.
- E. Post-Performance Reports (PPRs): The Grantee shall submit PPRs to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable

for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, “Default Provisions.”

14. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, “Work Plan”, a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, “Monitoring and Maintenance Plan Components”. The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
15. STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, “Requirements for Data Submittal” for web links and information regarding other State monitoring and data reporting requirements.
16. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, “Final Inspections and Certification of Registered Civil Engineer.” The Grantee shall notify the State’s Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.

- C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee’s performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
 Arthur Hinojosa
 Manager, Division of Regional Assistance
 P.O. Box 942836
 Sacramento, CA 94236-0001
 Phone: (916) 902-6713
 Email: Arthur.Hinojosa@water.ca.gov

Salinas Valley Basin GSA
 Piret Harmon
 General Manager,
 P.O. Box 1350
 Carmel Valley, CA 93924
 Phone: (831) 471-7512 x 207
 Cell: (650) 860-0209
 Email: harmonp@svbgsa.org

Direct all inquiries to the Grant Manager:

Department of Water Resources
 Maria Jochimsen
 Environmental Scientist,
 P.O. Box 942836
 Sacramento, CA 94236-0001
 Phone: (916) 902-7423
 Email: Maria.Jochimsen@water.ca.gov

Salinas Valley Basin GSA
 Sarah Hardgrave,
 Deputy General Manager,
 P.O. Box 1350
 Carmel Valley, CA 93924
 Phone: (831) 471-7512 x 208
 Cell: (831) 717-8403
 Email: hardgraves@svbgsa.org

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

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

- Exhibit A– Work Plan
- Exhibit B– Budget
- Exhibit C– Schedule
- Exhibit D– Standard Conditions
- Exhibit E– Authorizing Resolution Accepting Funds

- Exhibit F– Report Formats and Requirements
- Exhibit G– Requirements for Data Submittal
- Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees
- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Local Project Sponsors
- Exhibit L– Appraisal Specifications
- Exhibit M– Information Needed for Escrow Process and Closure
- Exhibit N– Project Monitoring Plan Guidance
- Exhibit O– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Salinas Valley Basin GSA

Carmel Brown
Branch Manager, Financial Assistance Branch

Piret Harmon
General Manager

Date _____

Date _____

Approved as to Legal Form and Sufficiency

_____ for

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date _____

Exhibit A
WORK PLAN

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Project Description: This Work Plan includes activities associated with planning, development, preparation and/or implementation of the Dry Chlorine Scrubber Upgrade, Castroville Seawater Intrusion Project Distribution System Upgrades, Interested Parties Outreach and Engagement, Feasibility Studies on Aquifer Storage and Recovery, Demand Management Feasibility, Compliance Reporting and Data Expansion and Operationalize Deep Aquifer Study Recommendations along with grant administration tasks for the 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022 – 2024). The Project consists of nine Components:

- Component 1: Grant Agreement Administration
- Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant
- Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades
- Component 4: Interested Parties Outreach and Engagement
- Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery
- Component 6: Demand Management Feasibility
- Component 7: Compliance Reporting and Data Expansion
- Component 8: Implement Deep Aquifer Study Recommendations
- Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study

COMPONENT 1: GRANT AGREEMENT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

If not addressed in a component category (a), Component Administration, prepare Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for each component as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before each Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within

30 days after the end date. All deliverables listed within the Work Plan shall be submitted with each Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion report. However, all eligible charges accrued after the work completion date in Paragraph 2 will not be reimbursed. The retention invoice must be received, processed, and through DWR's accounting office by the not funds may be requested after date outlined in Paragraph 2. All deliverables listed within the Work Plan shall be submitted with the Final Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Component 1 also includes grant management for all Components to execute the work plan, including coordination of subgrant agreements, preparation of agreements for performance of work to complete grant components and deliverables, oversight and coordination with consultants and contractors, and related activities.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports
- Draft and Final Grant Completion Reports

COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to be operated year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water, and the sustainability of the Salinas Valley Groundwater Basin by decreasing reliance on groundwater. Component 2 will enable reduced use of Monterey County Water Resources Agency's (MCWRA) Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

Category (a): Component Administration

Not applicable for this Component

Category (b): Planning / Design / Environmental

Not applicable for this Component

Category (c). Implementation/Construction

Task 1. Construction of Scrubber Upgrade

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and

instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

Deliverables:

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

Category (d): Monitoring / Assessment

Not applicable for this Component.

Category (e): Engagement / Outreach

Not applicable for this Component.

COMPONENT 3: CATROVILLE SEAWATER INTRUSION PROJECT (CSIP) DISTRIBUTION SYSTEM UPGRADES

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. Condition assessments, modeling, identification of system improvements, and design work will support the development of a Recycled Water Master Plan to implement the CSIP Optimization Project in the 180/400-foot Aquifer Subbasin GSP, along with Booster Station Enhancements to improve existing operations. This will result in design of a future improvement that reduce total pumping from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

Category (a): Component Administration

Prepare reports detailing Component 3 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 3 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 3 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1. Hydraulic Modeling

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the SVRP production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

Deliverables:

- Information Needs List
- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

Task 2. Development of Water Scheduling System

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce supplemental well use in the critically over-drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

Task 3. Review Technical Studies/Basis of Design Technical Memorandum

Select a preferred alternative for system improvement designs, based on the Final Modeling Results Technical Memorandum in Task 1. Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary.

Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

Task 4. Design Plans, Specifications, Estimates, & Bids

Develop the 60% design plans and specifications for Component 3 and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. Review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager.

Deliverables:

- 60% design plans and specifications

Task 5. Distribution System Modeling

Utilize the Hydraulic Model to develop several scenarios to upgrade CSIP, including the Feasibility of Aquifer Storage and Recovery and the Seawater Intrusion Extraction Barrier/Regional Water Supply as potential new sources of supply for the CSIP system. Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into ASR wells. Identify other improvements to existing distribution system for CSIP optimization.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options

Task 6. Inputs to Recycled Water Master Plan

Using Distribution Modeling results, provide input into the development of a Recycled Water Master Plan to outline system upgrades needed for CSIP optimization.

Deliverables:

- Technical memorandum with recommendations for inclusion in a Recycled Water Master Plan.

Category (c). Implementation / Construction**Task 7. Distribution System Booster Enhancements**

There are three booster stations located in the CSIP distribution system that were designed to provide increased pressure during low pressure situations in the system as well as aid in circulating water to the far end lines of the system during high demand usage. Being a gravity fed distribution system, maintaining adequate pressures can be challenging, especially in high demand situations. Groundwater wells often are utilized to boost pressure in the system when the booster stations are not able to fully address the low pressure problems.

Identify a plan and approach for performance enhancements on the Molera, Lapis and Espinosa booster stations' pumps and motors to include necessary overhaul and modifications. The plan will also retrofit and upgrade of the booster station motor controls to a variable frequency drive (VFD) control unit. This will allow more variability and control of the station pressure output and flow, equalizing the pressure need and moving away from groundwater pumping pressure usage. The VFD units also add great efficiency with electrical usage, resulting in a reduction in electrical consumption. Implementation of the performance enhancements will be cycled through each of the booster stations in order to keep each one functional during the peak irrigation season. Ultimately, the booster pump enhancements will provide increased pressure in the system, at critical low pressure areas, which then decreases need for turning on groundwater wells for addressing the low pressure.

Deliverables:

- Photograph documentation
- Commissioning documentation by a qualified professional-Record drawings/as-built drawings
- Specifications of as-built design

Category (d): Monitoring / Assessment**Task 8: Monitoring Plan**

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

Category (e): Engagement / Outreach

Not applicable for this Component.

COMPONENT 4: INTERESTED PARTIES OUTREACH AND ENGAGEMENT

Component 4 provides interested party outreach and engagement activities by the Salina Valley Basin Groundwater Sustainability Agency (SVBGSA) for feasibility assessments completed and for the demand management discussions. Extensive interested party outreach and engagement is necessary to refine projects, assess feasibility and gain project cost understanding. Component 4 will potentially provide additional interested party outreach and engagement to DACs and SDACs in the 180/400-Foot Aquifer Subbasin with the intent to keep these communities engaged in feasibility assessment and Salinas Valley Basin conditions as projects are completed, including regularly scheduled SVBGSA Advisory Committee meetings (quarterly); Board of Directors meetings (quarterly); the 180/400-Foot Aquifer Subbasin Implementation Committee (6 meetings), the Castroville Community Services District (2 meetings), the MCWRA (6 meetings).

Category (a): Component Administration

Prepare reports detailing Component 4 work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 4 as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before the Component 4 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Not applicable to this Component.

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement/Outreach

Task 1: Outreach and Engagement

Provide presentations about the feasibility study results, development of cost estimates and a structured method of assessing interested party's comments. Conduct engagement and outreach, a minimum of 25 meeting(s), with the following committees and communities over the contract period:

- SVBGSA Board of Directors (4 meetings)
- SVBGSA Advisory Committee (4 meetings)
- SVBGSA Integrated Implementation Committee (2 meetings)
- 180/400-Subbasin Implementation Committee (6 meetings)
- Underrepresented Communities, Disadvantage Communities and Severely Disadvantaged Communities – Castroville Community Services District (2 meetings)
- MCWRA (CSIP Operations Committee; Board of Directors) (6 meetings)
- Monterey 1 Water Board of Directors (1 meeting)

Produce accessible communications products including web page information, detailed project descriptions, public presentations, and hosting of public workshops.

Deliverables:

- Provide copies of presentation material
- Copy of committee/board meeting agendas and/or minutes
- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletter
- Agenda and minutes of at least 5 public workshops

Task 2: Project and Management Actions Feasibility Update Report

Provide information on interested party's preference, as well as other portfolios of projects and management actions that achieve additional outcomes to the Board of Directors in assessing possible projects to move forward for sustainability outcomes.

Deliverables:

- Project and Management Actions Feasibility and Costs Update Report
- Board of Directors selection of project portfolio

COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well at determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. Component 5 further utilizes the CSIP Distribution System Model to understand operational constraints.

Category (a): Component Administration

Prepare reports detailing Component 5 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 5 as outlined in Exhibit C. DWR's Grant Manager will

review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 5 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Modeling Ability to Address Seawater Intrusion and Groundwater Elevations

Quantify the project's expected outcomes, including its ability to address seawater intrusion and groundwater levels, using both the Salinas Valley Operational Model (SVOM) and the variable density seawater intrusion model. Run multiple model simulations with various injection well distributions to assess the outcomes of various project designs. Analyze project in comparison to a no-project alternative. Present outcomes as averages for the modeled period, and for drought years in the modeled period to demonstrate any specific drought benefits. Engage interested parties in establishing the assumptions for model simulations.

Deliverable:

- Model output description and technical memorandum

Task 2: Assessment of Project Constraints

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with MCWRA to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

Task 3: Initial Water Quality Analysis for Project Permitting

Demonstrate a history of river water quality in order to assist in obtaining regulatory permits. Complete a river and groundwater sampling plan that establishes seasonal fluctuations in river quality.

Deliverables:

- Water quality results and findings memorandum

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 6: DEMAND MANAGEMENT FEASIBILITY

Component 6 will develop a policy framework for how and when a Demand Management Program within the 180/400-Foot Aquifer Subbasin (Subbasin) could reduce the total volume of supply that needs to be generated to reach sustainability as well as determining how extraction can be fairly divided and managed within the Subbasin including voluntary, incentive-based and mandatory programs frameworks. This work will include water rights analysis, facilitated demand-side goal setting with irrigators, and demand management policy framework for adoption by the SVBGSA Board of Directors.

Category (a): Component Administration

Prepare reports detailing Component 6 work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 6 as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before the Component 6 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environment

Task 1: Demand Management Program

Prepare an examination of the legal basis and constraints that must be addressed for a Demand Management Program and present to interested parties, the Advisory Committee, and the Board of Directors.

Deliverables:

- Copy of Demand Management Legal Analysis

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Task 2: Interested Party Outreach

Facilitate discussion by interested parties to review and determine Demand Management options and expected results. Identify core policy considerations, as well as the functional components of the program, relevant SGMA statutes, and the intended approach for the program. Complete a report of facilitated interested party agreements on program type, guiding policy, and recommended type of demand-side management.

Deliverables:

- Copy of meeting minutes and outcomes

- Copy of Core policy memorandum
- Copy of interested party agreements and recommendations

COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the 180/400-Foot Aquifer Subbasin (Subbasin). The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the Subbasin. Well metering will not include *de minimus* well users. The well registration and well metering work will occur in collaboration with the MCWRA and the existing Groundwater Extraction Management System (GEMS) program.

Category (a): Component Administration

Prepare reports detailing Component 7 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 7 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 7 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 7 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Completion of the 2023 and 2024 Annual Report

Produce annual reports using data collected during Water Years 2023 and 2024.

Deliverables:

- Copies of Annual Reports for Water Years 2023 and 2024

Task 2: Data Management System (DMS) Update

House all data for GSP development and Annual Reports. Provide public access via a web map on the SVBGSA website. Use the DMS to develop the Annual Reports. Improve the web map, as needed.

Deliverables:

- Copy Updated DMS
- Website screen shot of web map tools on SVBGSA website
- Copy of Quality Assurance Quality Control of DMS
- Website screen shots and list of example products

Task 3: Address Data Gaps Identified in 180/400-Foot Aquifer GSP

Identify at least one but up to 3 wells in the 180-Foot Aquifer and at least one but up to 3 wells in the 400-Foot aquifer for aquifer testing. Test each well for a minimum of 8 hours and follow with a 4-hour monitored recovery period.

Conduct field reconnaissance to verify the presence of groundwater dependent ecosystems (GDEs). Extend the verification of GDEs to the entire Subbasin. Complete field verification utilizing state wetland monitoring protocols including RipRam and California Rapid Assessment Method (CRAM).

Identify existing shallow wells adjacent to the Salinas River or install one or two new shallow wells along the Salinas River to establish the level of interconnection. Fill data gaps in the CASGEM well system identified in Chapter 7 of the 180/400-Foot Aquifer GSP.

Deliverables:

- GDE Mapping and Identification Memorandum
- Aquifer Properties Technical Report

Task 4: Well Registration and Metering

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and MCWRA to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report
- Program Implementation Fee Study

Category (c): Implementation / Construction

Task 5: Well Installation

Install four (4) nested or clustered deep wells to address groundwater level monitoring network data gaps.

Deliverables:

- Construction information and location of all wells installed

Task 6: Modeling Updates

Support model updates under the Salinas Valley Cooperative Model and Decision Tool Development including model version updates, climate data updates, software updates and collaborative SVOM evaluation. Complete a publicly published model. Support model updates to the Seawater Intrusion Model developed for feasibility studies and evaluating projects, including modeling of effectiveness to address seawater intrusion.

Deliverables:

- Technical Report on SVOM Model Updates and publicly published model.
- Technical Report on Seawater Intrusion Model Updates.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 8: IMPLEMENT DEEP AQUIFER STUDY RECOMMENDATIONS

Component 8 will complete the recommendations coming from the Deep Aquifer Study currently being conducted by SVBGSA and recommended in the 180/400-Foot GSP. The study will result in recommendations for management and monitoring of the Deep Aquifers. Component 8 will implement the study recommendations and may include a Deep Aquifer ordinance outlining protection management requirements and a monitoring plan consistent with the GEMS system. The study results, recommendations and monitoring program will be adopted by the SVBGSA Board of Directors.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 8 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 8 as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before the Component 8 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Assess Implementation of Interim Local Management Options

Implement interim local management options in partnership with Monterey County, including staff development of recommended management actions, legal review and Board approval.

Deliverables:

- Interim Management Recommendations Memorandum

Task 2: Development of Long-Term Local and Long-Term Regional Management Actions

Operationalize both local and regional management actions that will be recommended for immediate action which will include policy development, legal review, and Board approval.

Deliverables:

- Management Recommendations Memorandum
- Monitoring Plan

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 9: SEAWATER INTRUSION EXTRACTION BARRIER AND REGIONAL WATER SUPPLY FEASIBILITY STUDY

Component 9 will conduct feasibility studies for seawater intrusion with a focus on evaluating the technical efficacy of groundwater desalting, developing facility descriptions and locations, and estimates of capital and operating costs. Additional feasibility analysis will include well location determination, land acquisition needs, conveyance and distribution systems, and end-user assessment. Discussions with Monterey One Water and other agencies will lead to a conceptual agreement on the brine disposal options for the desalting plant. The feasibility study will include outreach to assess the willingness and ability of beneficial users, including agriculture and domestic users, to fund the project.

Category (a): Component Administration

Prepare reports detailing Component 9 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 9 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task. Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 9 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 9 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental**Task 1: Feasibility Study**

Conduct feasibility study that includes:

- **Determining location options for extraction wells and brackish water treatment plant.** Locations for the extraction wells and brackish water treatment plant will balance land availability, right of way needs, land costs, proximity to power or other infrastructure needs, and proximity to brine disposal options among other requirements. More than one location for the wells and treatment plant may be chosen for further analysis.
- **Estimate seawater intrusion conditions over time.** Use the Salinas Valley seawater intrusion model that is currently being developed to estimate future seawater intrusion conditions. This will include estimating how the location of the 500 mg/L chloride concentration front moves when the extraction well barrier is activated. Additionally, the model will estimate the concentration of brackish water extracted by the barrier, which will feed into the treatment feasibility study.
- **Initiate Feasibility Study through Draft and Final Reports.** The study will include an assessment of treatment technologies, provide anticipated annual amounts of treated water, present a conceptual treatment plant layout, provide conceptual maps of distribution systems for the treated water, and estimate capital, operating, and maintenance costs.

- **Initiate brine disposal option discussions.** Discussions regarding the options for brine disposal will be initiated with Monterey one Water (M1W) and other agencies as necessary. The outcome of these discussions will be a conceptual agreement on what modifications or upgrades to the Monterey One Water outfall and diffuser may be necessary for brine disposal.
- **Identify end users.** End users of the treated brackish water will be identified through both a public outreach process and conversations with municipalities and small water systems. This task will result in a memorandum that outlines the potential end users of the treated brackish water.
- **Final Feasibility Study to SVBGSA Committees, Advisory Committee, and Board of Directors for direction and receive direction from Board.** The findings of the Feasibility Study will be presented to appropriate SVBGSA committees and the Board.

Deliverables:

- Final Feasibility Study

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (d): Engagement / Outreach

Not applicable to this Component.

**Exhibit B
BUDGET**

Grant Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Grantee: Salinas Valley Basin GSA

Components	Grant Amount
Component 1: Grant Agreement Administration	\$310,000
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	\$1,495,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	\$1,555,000
Component 4 : Interested Parties Outreach and Engagement	\$229,500
Component 5 : Conduct Feasibility Study on Aquifer Storage and Recovery	\$300,000
Component 6 : Demand Management Feasibility	\$200,000
Component 7 : Compliance Reporting and Data Expansion	\$2,275,500
Component 8 : Implement Deep Aquifer Study Recommendations	\$40,000
Component 9 : Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study	\$1,195,000
Total:	\$7,600,000

Component 1: Grant Agreement Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$310,000
Total:	\$310,000

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$1,495,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,495,000

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$1,387,000
(c) Implementation / Construction	\$160,000
(d) Monitoring / Assessment	\$3,000
(e) Engagement / Outreach	\$0
Total:	\$1,555,000

Component 4: Interested Parties Outreach and Engagement

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$2,500
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$227,000
Total:	\$229,500

Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$20,000
(b) Planning / Design / Environmental	\$280,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$300,000

Component 6: Demand Management Feasibility

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$170,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$20,000
Total:	\$200,000

Component 7: Compliance Reporting and Data Expansion

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$470,500
(c) Implementation / Construction	\$1,800,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$2,275,500

Component 8: Implement Deep Aquifer Study Recommendations

Component 8 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$35,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$40,000

Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study

Component 9 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$1,185,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,195,000

**Exhibit C
SCHEDULE**

GRANT PROPOSAL TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Categories	Start Date	End Date
Component 1: Grant Agreement Administration	December 17, 2021	March 31, 2025
(a) Grant Agreement Administration	December 17, 2021	March 31, 2025
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	July 1, 2022	June 30, 2024
(a) Component Administration	NA	NA
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	July 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	October 3, 2022	March 31, 2025
(a) Component Administration	October 3, 2022	March 31, 2025
(b) Planning / Design / Environmental	October 3, 2022	January 31, 2025
(c) Implementation / Construction	October 31, 2024	March 31, 2025
(d) Monitoring / Assessment	October 31, 2024	March 31, 2025
(e) Engagement / Outreach	NA	NA
Component 4: Interested Parties Outreach and Engagement	December 17, 2021	March 31, 2025
(a) Component Administration	December 17, 2021	March 31, 2025
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	March 31, 2025
Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery	December 17, 2021	December 30, 2024
(a) Component Administration	December 17, 2021	December 30, 2024
(b) Planning / Design / Environmental	December 17, 2021	September 30, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 6: Demand Management Feasibility	December 17, 2021	December 31, 2024
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Planning / Design / Environmental	December 17, 2021	December 31, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	December 31, 2024
Component 7: Compliance Reporting and Data Expansion	December 17, 2021	March 31, 2025
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Planning / Design / Environmental	December 17, 2021	March 31, 2025
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

Categories	Start Date	End Date
Component 8: Implement Deep Aquifer Study Recommendations	December 17, 2021	March 31, 2025
(a) Component Administration	December 17, 2021	March 31, 2025
(b) Planning / Design / Environmental	December 17, 2021	March 31, 2025
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study	December 17, 2021	January 31, 2025
(a) Component Administration	December 17, 2021	January 31, 2025
(b) Planning / Design / Environmental	December 17, 2021	January 31, 2025
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee’s headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: “Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources.” The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, “Term of Grant Agreement.” Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, “Term of Grant Agreement.” The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State’s specifications, at the Grantee’s expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, “Default Provisions” or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
 - A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State

under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
 - A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of

1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
- B. Must maintain eligibility requirements as outlined in the 2021 Guidelines and 2021 PSP and pursuant to Paragraph 11.
- C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D. Comply with all applicable California, federal, and local laws and regulations.
- E. Implement the Project in accordance with applicable provisions of the law.

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

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

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

- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
 - A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the

Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

Before the Board of Directors of the
Salinas Valley Basin Sustainable Groundwater Management Agency

Resolution No. 2022-08)
Resolution Authorizing Application to the)
California Department of Water Resources to)
obtain a grant under the 2021 Sustainable)
Groundwater Management (SGM) Grant)
Program Implementation – Round 1 Grant)
pursuant to the California Drought, Water,)
Parks, Climate, Coastal Protection, and)
Outdoor Access For All Act of 2018)
(Proposition 68) (Public Resource Code §)
80000 et. seq.)and the California Budget Act)
of 2021 (Stats. 2021 ch. 240, § 80).

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high- priority, one of which is a critically overdrafted sub-basin, and therefore is required to be managed by a GSP or coordinated GSPs by as early as January 31, 2020; and

WHEREAS, the SVBGSA completed and filed with the Department of Water Resources the 180/400-Foot Aquifer GSP by January 31, 2020; and

WHEREAS, the California Budget Act of 2021 (Stats. 2021 ch. 240, § 80) appropriates a total of \$180 million for SGMA implementation, and the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) (Public Resource Code § 80000 et. seq.) authorizes the Legislature to appropriate a total of \$120 million to DWR for drought and groundwater investments to achieve regional sustainability; and

WHEREAS, DWR is administering solicitations for the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation grant using funds authorized by the California Budget Act of 2021 and Proposition 68 for projects that encourage sustainable management of groundwater resources and support SGMA, and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. That an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 1 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the 180/400-Foot Aquifer Groundwater Sustainability Plan 2022 Implementation Program.
2. The General Manager of the Salinas Valley Basin Groundwater Sustainability Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

PASSED AND ADOPTED on this 10th day of February 2022 by the following vote, to-

wit: AYES: Directors Adams, Alejo, Bramers, Brennan, Chapin, Cremers, Granillo,

McIntyre, Stefani, and Chair Pereira

NOES:

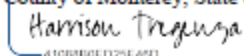
ABSENT: Director Rocha

ABSTAIN:

I, Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Directors duly made and entered in the minutes thereof for the meeting of February 10, 2022.

Dated: 2/14/2022

Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin
Groundwater Sustainability Agency,
County of Monterey, State of California



09A091AE-1E50-4476-BE3F-6715D4CFF981

Exhibit F

REPORT FORMATS AND REQUIREMENTS

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

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

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

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits

- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

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

Groundwater Level Data

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

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Exhibit I
PROJECT LOCATION

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Plant



Monterey One Water Plant
near Salinas

COMPONENT 2 Project Site



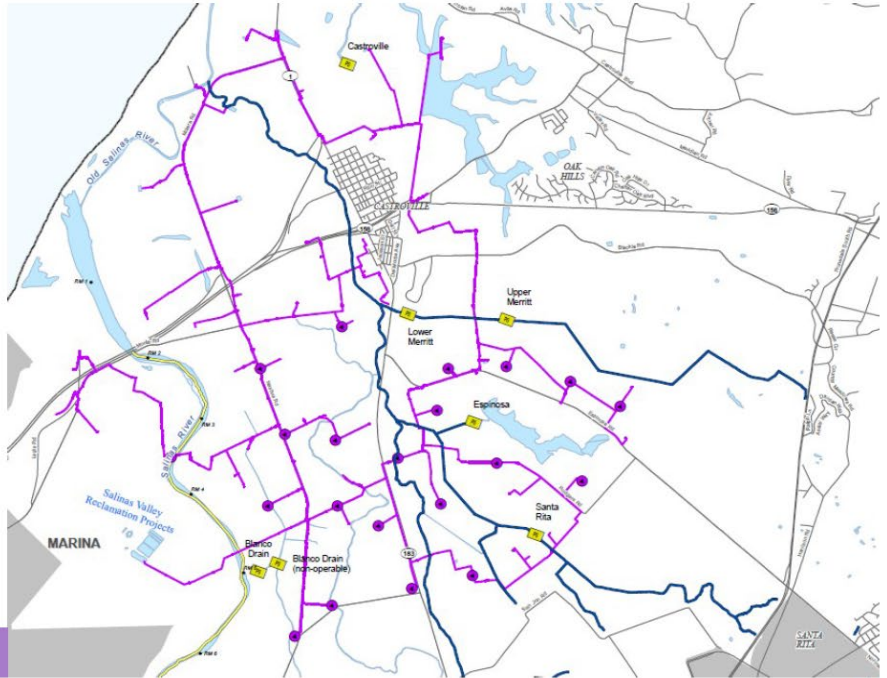
Monterey One Water
Salinas, CA 93908
+1 (831) 372-3367
14811 Del Monte
Boulevard
Marina, CA 93933

Lat 36.70527°N, 12177101°W

Project Location

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

DISTRIBUTION SYSTEM Castroville Seawater Intrusion Project (CSIP)



36.74630° N, 121.77600° W



September 28, 2020

9



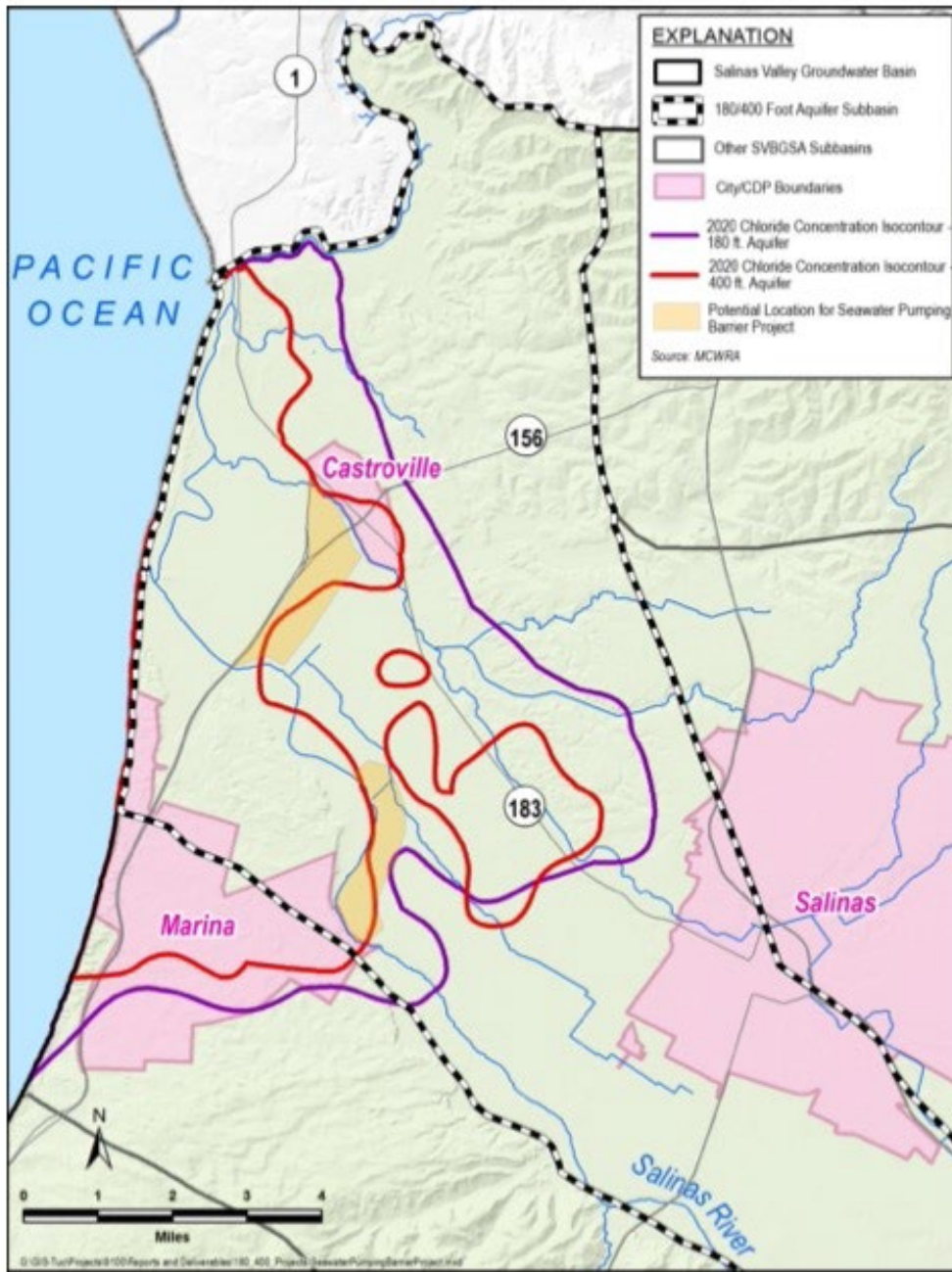
Component 3 Project Location - CSIP

36.74630° N, 121.77600° W



Project Location

Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study



Project Location (Entire GSA Area)

- Components 1: Grant Agreement Administration**
- Component 4: Interested Parties Outreach and Engagement**
- Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery**
- Component 6: Demand Management Feasibility**
- Component 7: Compliance Reporting and Data Expansion**
- Component 8: Implement Deep Aquifer Study Recommendations**

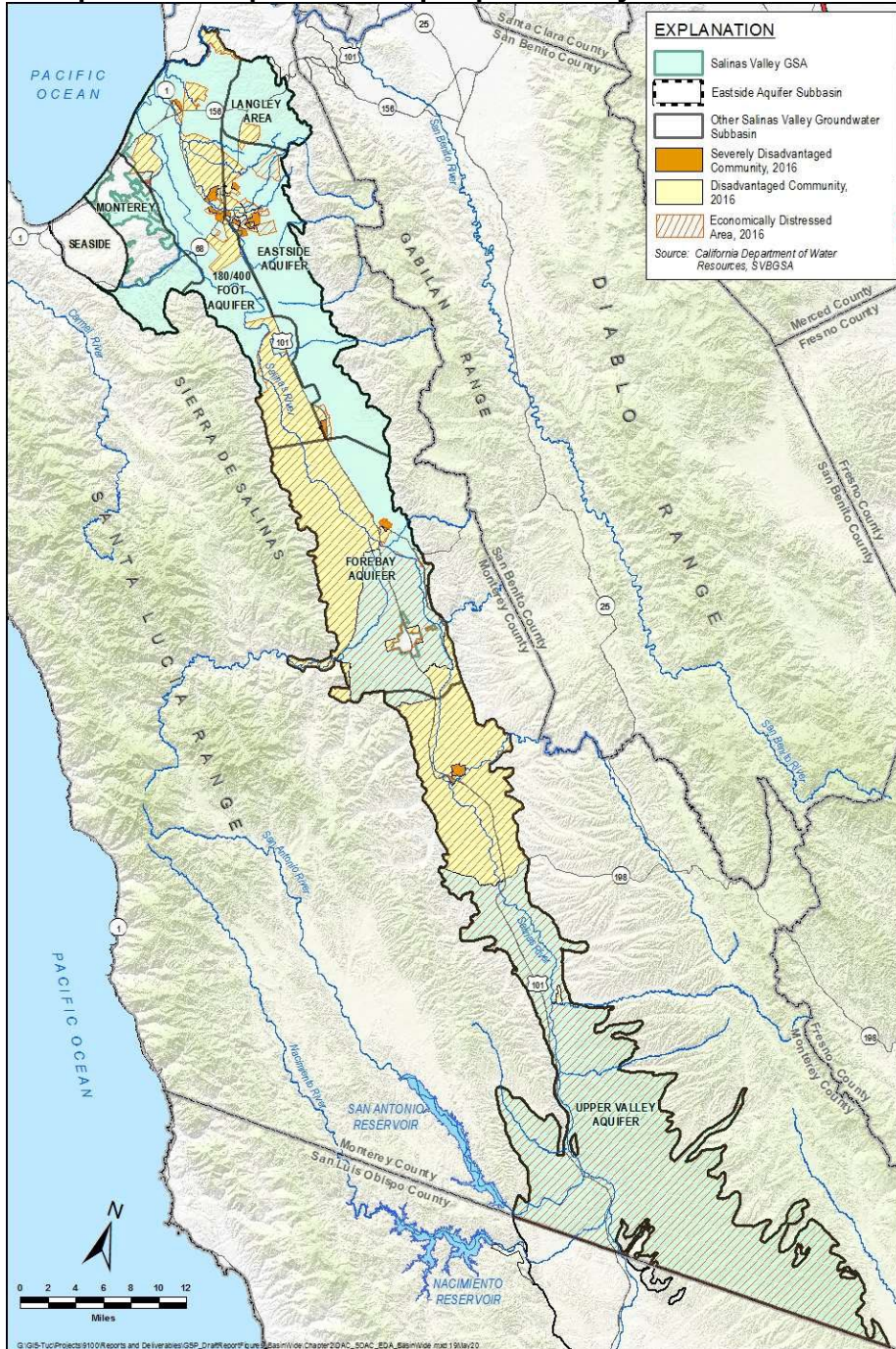


Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
LOCAL PROJECT SPONSORS
NOT APPLICABLE

Exhibit L

APPRAISAL SPECIFICATIONS

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

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

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

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

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

Exhibit M

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

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

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

EXHIBIT N

PROJECT MONITORING PLAN GUIDANCE

Introduction

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

Component Monitoring Plan Requirements

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

EXHIBIT O

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

IN WITNESS WHEREOF, GSA and SUBGRANTEE have executed this Amendment as of the day and year written below.

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

DocuSigned by:
Piret Harmon
By _____
EC2B097238ED402...
Piret Harmon, General Manager

Date: July 16, 2024

Monterey COUNTY WATER RESOURCES AGENCY

DocuSigned by:
Ara Azhderian
By _____
1F182FFB49A2433...
Ara Azhderian, General Manager

Date: July 16, 2024

MONTEREY COUNTY

WATER RESOURCES AGENCY

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



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

January 28, 2025

Piret Harmon, General Manager
Salinas Valley Basin Groundwater Sustainability Agency
P.O. Box 1350
Carmel Valley, CA 93924
VIA EMAIL: harmonp@svbgsa.org

Re: Request for Third Amendment to Subgrant Agreement Between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600014638

Dear Ms. Harmon:

Monterey County Water Resources Agency (MCWRA) requests an amendment to its Subgrant Agreement with Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) for activities funded by SVBGSA's Department of Water Resources Sustainable Groundwater Management Act (SGMA) Implementation Grant Agreement No. 4600014638. This amendment request includes both an extension of time to complete three of the Components and an amendment to the total funds of some of the components.

As has been noted in the quarterly progress reports, there have been delays in completing Component 3, Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades, Category (b) Task 1. Hydraulic Modeling. The subsequent tasks rely on completion of the model, which is now in its final phase of completion. There have also been delays in full completion of Component 7: Compliance Reporting and Data Expansion. Substantial progress has been made in this component which includes the development of an ordinance and supporting Groundwater Monitoring Program Manual. Additional time would ensure full completion of the tasks. Additionally, new tasks have been identified for MCWRA to perform related to Component 8: Implement Deep Aquifer Study Recommendations, and therefore, additional time is necessary for completion of that work. MCWRA requests a six-month extension to the subgrant agreement, with a final completion date of September 30, 2025, to ensure full completion of Components 3, 7 and 8.

MCWRA also requests some changes to the allocated funding of various tasks, with a total subgrant agreement funding increase of \$1,302. Specifically, MCWRA requests the following amendments to its subgrant agreement:

Exhibit A Work Plan Modifications

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

- Modify Category (b) Task 3. Review Technical Studies/Basis of Design Technical Memorandum and

[The Water Resources Agency manages water resources sustainably while minimizing impacts from flooding for present and future generations.](#)

remove the following deliverables:

- Geotechnical Investigation Technical Memorandum
- Property Survey
- Modify Category (c) Task 7. Distribution System Booster Enhancements and remove the following deliverable:
 - Commissioning documentation by a qualified professional Record drawings/as-built drawings

Component 8, Deep Aquifer Study Implementation

- Add Task 1: Assess Implementation of Interim Local Management Options
 - Implement interim local management options in partnership with Monterey County, including staff development of recommended management actions, legal review and Board approval.
 - Deliverables:
Interim Management Recommendations Memorandum
- Add Task 2: Development of Long-Term Local and Long-Term Regional Management Actions
 - Operationalize both local and regional management actions that will be recommended for immediate action which will include policy development, legal review, and Board approval.
 - Deliverables:
Management Recommendations Memorandum
~~Draft and Final Ordinance~~
Monitoring Plan

Exhibit B Budget Amendment Request (see attachment for tabular details)

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

- Reduce the subgrant amount in Category (c) from \$1,387,000 to \$1,097,000
 - The removal of the site specific geotechnical and survey work results in a reduction of \$290,000. This reduction in the planning, design and environmental work will allow the MCWRA to enhance the implementation items in this component.
- Increase the subgrant amount in Category (b) from \$160,000 to \$450,000
 - The implementation of the CSIP Optimization Booster Pumps is progressing well. The time extension will allow for completion of the additional motor control work that was not previously being funded under this grant award due to long lead times. These efforts are now anticipated to be completed within the grant term.

Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

- Reduce the subgrant amount in Category (c) from \$45,000 to \$36,302
 - Return \$8,698 to SVBGSA for unspent funds. SVBGSA has informed MCWRA that no additional work is needed and therefore requested that this money be returned for their use on this Component.

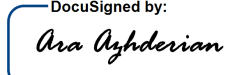
Component 8, Deep Aquifer Study Implementation

- Increase the subgrant amount of Category (b) from \$0 to \$10,000
 - Staff perform activities related to Task 1 (Assess Implementation of Interim Local Management Options) and on Task 2 (Development of Long-Term Local and Long-Term Regional Management Actions). Activities include coordinating with SVBGSA and other local agency partners on interim management recommendations and on developing the Monitoring Plan deliverable and review/comment on draft ordinance deliverable

We will gladly work with you to propose these changes to DWR prior to completing these requested subgrant amendments. Please reach out to Shaunna Murray, Deputy General Manager, at MurraySL@countyofmonterey.gov, with any questions.

Sincerely,

DocuSigned by:



Ara Azhderian

General Manager

cc: Sarah Hardgrave, SVBGSA Deputy General Manager
Shaunna Murray, MCWRA Deputy General Manager

Encl: Attachment 1: Budget Amendment Request Table

Attachment 1: Budget Amendment Request

Components	MCWRA Subgrant	MCWRA Amendment 2	MCWRA Amendment 3	MCWRA Amended Total
Component 1: Grant Agreement Administration				
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant				
Category (c). Implementation/Construction	1,185,000	310,000		1,495,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades				-
Category (a): Component Administration	5,000			5,000
Category (b): Planning / Design / Environmental	520,000	867,000	(290,000)	1,097,000
Category (c). Implementation/Construction	1,622,000	(1,462,000)	290,000	450,000
Category (d). Monitoring/Assessment	3,000			3,000
Total				-
Component 4: Interested Parties Outreach and Engagement				-
Category (a): Component Administration				-
Category (e): Engagement/Outreach				-
Total				-
Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery				-
Category (a): Component Administration				-
Category (b): Planning / Design / Environmental	45,000		(8,698)	36,302
Total				-
Component 6: Demand Management Feasibility				-
Category (a): Component Administration				-
Category (b): Planning / Design / Environmental				-
Category (e): Engagement/Outreach				-
Total				-
Component 7: Compliance Reporting and Data Expansion				-
Category (a): Component Administration				-
Category (b): Planning / Design / Environmental		250,000		250,000
Category (c). Implementation/Construction	310,000	(250,000)		60,000
Total				-
Component 8: Implement Deep Aquifer Study Recommendations				-
Category (a): Component Administration				-
Category (b): Planning / Design / Environmental			10,000	10,000
Total				-
Component 9: Seawater Intrusion Feasibility Study				-
Category (a): Component Administration				-
Category (b): Planning / Design / Environmental	131,000	(56,000)		75,000
Total				-
TOTAL	3,821,000	(341,000)	1,302	3,481,302



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _

AUTHORIZE THE GENERAL MANAGER TO ENTER INTO AMENDMENT NO. 3 TO THE SUBGRANT AGREEMENT BETWEEN THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY AND MONTEREY COUNTY WATER RESOURCES AGENCY, RELATED TO GRANT AGREEMENT NUMBER 4600014638 SUSTAINABLE GROUNDWATER MANAGEMENT ACT IMPLEMENTATION GRANT, TO DECREASE THE SUBGRANT ELIGIBLE FUND AMOUNT BY \$1,302 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$3,481,302; AND REVISE THE WORK PLAN.

Upon motion of Director, seconded by Director, and carried by those members present, the Board of Directors hereby:

Authorize the General Manager to enter into Amendment No. 3 to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, to decrease the subgrant eligible fund amount by \$1,302 for a total contract amount not to exceed \$3,481,302; and revise the work plan.

PASSED AND ADOPTED on this **18th** day of **February 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.13

Board Report

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

Legistar File Number: WRAG 25-021

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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

RECOMMENDATION:

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

- a. Authorize the General Manager to enter into an Amended Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding for services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), in the amount not to exceed \$400,000; and
- b. Authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement.

SUMMARY/DISCUSSION:

In 2022, the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”) adopted Groundwater Sustainability Plans (“GSP or GSPs”) for the Eastside Aquifer, Forebay Aquifer, Langley Area, and Upper Valley Aquifer Subbasins. Also in 2022, the SVBGSA and Marina Coast Water District Groundwater Sustainability Agency (“MCWDGSA”) adopted a GSP for the Monterey Subbasin.

In 2024, the SVBGSA and MCWDGSA were awarded funding from the State of California Department of Water Resources for Sustainable Groundwater Management Round 2 (“SGM Round 2”) Implementation Grants. The SGM Round 2 grants to the SVBGSA and MCWDGSA include tasks related to expanding well registration and groundwater extraction reporting programs for compliance with the Sustainable Groundwater Management Act (“SGMA”); these tasks are a continuation of work that the Monterey County Water Resources Agency (“Agency”) has been collaborating on with the SVBGSA through a Round 1 Subgrant Agreement that was authorized by the Agency Board of Directors in September 2022. The SGM Round 2 Implementation Grant also includes work to engage interested parties in to further develop and study various GSP implementation projects.

The Agency Board of Directors approved the Subgrant Agreement on January 21, 2025, which included tasks related to expanding well registration and groundwater extraction reporting programs, in the amount of \$250,000. Agency staff has been working on a revised workplan to include implementation project studies that are related to Agency operations, facilities and permits, for a total amount of \$150,000 of staff time. Those studies include the Castroville Seawater Intrusion Expansion, Brackish Groundwater Restoration Project, Reservoir Re-operations, and the Castroville and Eastside Canals Project and Salinas River Water Right 11043 Analysis. Work on tasks described in the Subgrant Agreement will begin immediately and must be completed by March 31, 2026.

Agency efforts on the work covered by the SGM Round 2 Subgrant Agreement align with Agency Strategic Plan Goal B - Strategy 2: Collaborate with location Groundwater Sustainability Agencies, define MCWRA's role, and implement a GSA integration plan and Goals C - Strategy 6: Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

California Department of Water Resources, Marina Coast Water District Groundwater Sustainability Agency, and Salinas Valley Basin Groundwater Sustainability Agency

FINANCING:

Grant funds will cover the full amount of the work and deliverables described in the SGM Round 2 Subgrant Amendment. No cost share is required by the subgrantee.

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

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

Attachments:

1. Subgrant Agreement between the Monterey County Water Resources Agency and Salinas Valley Basin Groundwater Sustainability Agency
2. Amended Scope of Work for Subgrant Agreement between the Monterey County Water Resources Agency and Salinas Valley Basin Groundwater Sustainability Agency
3. Board Order



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 25-021

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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

RECOMMENDATION:

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

- a. Authorize the General Manager to enter into an Amended Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding for services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), in the amount not to exceed \$400,000; and
- b. Authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement.

SUMMARY/DISCUSSION:

In 2022, the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”) adopted Groundwater Sustainability Plans (“GSP or GSPs”) for the Eastside Aquifer, Forebay Aquifer, Langley Area, and Upper Valley Aquifer Subbasins. Also in 2022, the SVBGSA and Marina Coast Water District Groundwater Sustainability Agency (“MCWDGSA”) adopted a GSP for the Monterey Subbasin.

In 2024, the SVBGSA and MCWDGSA were awarded funding from the State of California Department of Water Resources for Sustainable Groundwater Management Round 2 (“SGM Round 2”) Implementation Grants. The SGM Round 2 grants to the SVBGSA and MCWDGSA include tasks related to expanding well registration and groundwater extraction reporting programs for compliance with the Sustainable Groundwater Management Act (“SGMA”); these tasks are a continuation of work that the Monterey County Water Resources Agency (“Agency”) has been collaborating on with the SVBGSA through a Round 1 Subgrant Agreement that was authorized by the Agency Board of Directors in September 2022. The SGM Round 2 Implementation Grant also includes work to engage interested parties in to further develop and study various GSP implementation projects.

The Agency Board of Directors approved the Subgrant Agreement on January 21, 2025, which included tasks related to expanding well registration and groundwater extraction reporting programs, in the amount of \$250,000. Agency staff has been working on a revised workplan to include implementation project studies that are related to Agency operations, facilities and permits, for a total amount of \$150,000 of staff time. Those studies include the Castroville Seawater Intrusion Expansion, Brackish Groundwater Restoration Project, Reservoir Re-operations, and the Castroville and Eastside Canals Project and Salinas River Water Right 11043 Analysis. Work on tasks described in the Subgrant Agreement will begin immediately and must be completed by March 31, 2026.

Agency efforts on the work covered by the SGM Round 2 Subgrant Agreement align with Agency Strategic Plan Goal B - Strategy 2: Collaborate with location Groundwater Sustainability Agencies, define MCWRA's role, and implement a GSA integration plan and Goals C - Strategy 6: Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

California Department of Water Resources, Marina Coast Water District Groundwater Sustainability Agency, and Salinas Valley Basin Groundwater Sustainability Agency

FINANCING:

Grant funds will cover the full amount of the work and deliverables described in the SGM Round 2 Subgrant Amendment. No cost share is required by the subgrantee.

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

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

Attachments:

1. Subgrant Agreement between the Monterey County Water Resources Agency and Salinas Valley Basin Groundwater Sustainability Agency
2. Amended Scope of Work for Subgrant Agreement between the Monterey County Water Resources Agency and Salinas Valley Basin Groundwater Sustainability Agency
3. Board Order

**SUBGRANT AGREEMENT BETWEEN THE
MONTEREY COUNTY WATER RESOURCES AGENCY AND
SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
PURSUANT TO STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015881
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE SALINAS VALLEY AND SUBGRANT AGREEMENT PURSUANT TO
STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015624
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE MONTEREY SUBBASIN**

THIS SUBGRANT AGREEMENT (Agreement) is entered into by and between the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA or Grantee) and the Monterey County Water Resources Agency (MCWRA or Subgrantee) in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which parties do hereby agree as follows:

1. PURPOSE.

- A. The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to SVBGSA to assist in financing the GSP Implementation Activities in the Salinas Valley (Project). By executing this Agreement, SVBGSA certifies that the purpose of the Project is to implement SGMA as outlined in the Groundwater Sustainability Plans (GSPs) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSPs or Alternative to GSP, or any components of the GSPs, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
- B. The State awarded a \$10,393,900 Grant to SVBGSA to fund activities associated with implementation of the Groundwater Sustainability Plans (GSPs) for the Eastside Aquifer, Langley Area, Forebay Aquifer and Upper Valley Aquifer Subbasins (Subbasins) (Grant 1). The Project includes grant administration, data expansion and SGMA compliance activities, engagement of interested parties and underrepresented communities, groundwater recharge feasibility, demand management, and alternative supply feasibility. \$200,000 of the Grant is allocated to MCWRA for the expansion of the Groundwater Extraction Monitoring System (Exhibit A, Component 2, Category b, Task 1).
- C. The State awarded a \$6,447,910 Grant to Marina Coast Water Management District Groundwater Sustainability Agency (MCWD GSA) to fund activities associated with

implementation of the Groundwater Sustainability Plan (GSP) for the Monterey Subbasin (Subbasin) (Grant 2). The Project includes grant administration, Monterey Subbasin data expansion and SGMA compliance activities, preparation of a project update report, and engagement of interested parties and domestic well owners. \$3,860,610 of the Grant is allocated to SVBGSA for the Corral De Tierra Management Area of the Subbasin. \$50,000 of the Grant is allocated to MCWRA for the expansion of the Groundwater Extraction Monitoring System in the Monterey Subbasin (Exhibit A, Component 2, Category d, Task 7).

Grant 1 and Grant 2 allocate a total of \$250,000 to the expansion of the Groundwater Extraction Monitoring System which is under the MCWRA Groundwater Monitoring Program and includes activities associated with well registration.

2. TERM OF GRANT AGREEMENT. The term of this Agreement begins on December 1, 2024 and ends (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by March 31, 2026, and no funds may be requested after April 15, 2026.
3. SUBGRANT AMOUNT. The maximum amount payable to MCWRA under this Agreement shall not exceed \$250,000. Any additional costs are the responsibility of MCWRA.
4. BASIC CONDITIONS. SVBGSA shall have no obligation to disburse money to MCWRA under this Grant Agreement until MCWRA has satisfied the following conditions:
 - A. For the term of this Agreement, MCWRA submits: (1) information on its activities to SVBGSA to be incorporated by SVBGSA into Quarterly Progress Reports to the State, (2) associated quarterly invoices for MCWRA's subgrant activities, and (3) all invoice backup documentation no later than thirty (30) days following the end of the calendar quarter (e.g. submitted by April 30th, July 31st, October 31st, and January 31st) (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables required by SVBGSA to be submitted to the State.
 - B. Prior to the commencement of construction or implementation activities, if applicable, MCWRA shall submit all the following to SVBGSA for submission to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Subgrant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Agreement until the following actions are performed:
 - a. MCWRA submits to SVBGSA all applicable environmental permits as indicated on the Environmental Information Form (EIF), which SVBGSA will submit to the State;
 - b. Documents that satisfy the CEQA process are received by the State; and

- c. The State has completed its CEQA compliance review as a Responsible Agency, and SVBGSA receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. MCWRA must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- iii. A monitoring plan as required by the Grant.

5. DISBURSEMENT OF FUNDS. The State will disburse to SVBGSA, which will in turn be disbursed to MCWRA the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to SVBGSA under this Subgrant Agreement shall be deposited in a non-interest bearing account and shall be used to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. MCWRA shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after January 1, 2024, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.

- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of MCWRA; non-project-specific accounting and personnel services performed within MCWRA's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to MCWRA and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to SVBGSA, following receipt from SVBGSA via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports. SVBGSA intends to distribute funds to MCWRA in accordance with the requirements of the Grant Agreement. Payment will be made to MCWRA no more frequently than quarterly, in arrears, upon receipt of an invoice from MCWRA bearing the Grant Agreement number. Invoices must be accompanied by information to be incorporated by SVBGSA into a Quarterly Progress Report and shall be submitted within no later than thirty (30) days following the end of the calendar quarter (e.g. submitted by April 30th, July 31st, October 31st, and January 31st). The State will notify SVBGSA and SVBGSA will notify MCWRA, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. SVBGSA and MCWRA may,

within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If SVBGSA or MCWRA fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

MCWRA shall submit the following information for each invoice submitted to SVBGSA:

- A. Costs incurred for work performed by MCWRA during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, MCWRA must provide justification for incorporation by SVBGSA in the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Subgrant Amount."

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

Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of the State's Grant Agreement, or that SVBGSA or MCWRA has failed in any other respect to comply with the provisions of the Grant Agreement, and if SVBGSA, or pursuant to this agreement MCWRA, does not remedy any such failure to the State's satisfaction, the State may withhold from SVBGSA all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to SVBGSA, and to MCWRA from SVBGSA, and the State notifies SVBGSA of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies SVBGSA, as directed by the State. MCWRA shall immediately repay to SVBGSA all such disbursed Grant Funds it has received that need to be repaid to the State. The State may consider SVBGSA's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. A failure of MCWRA to reimburse Grant Funds it has received shall be consider a contract breach of this Subgrant Agreement. If the State notifies SVBGSA of its decision to withhold the entire funding amount from SVBGSA pursuant to this Paragraph, this Subgrant Agreement shall terminate upon receipt of such notice by SVBGSA and the State shall no longer be required to provide funds under the State's Grant Agreement. SVBGSA and MCWRA agree to winddown this Subgrant Agreement in accordance with the terms of this Subgrant Agreement. SVBGSA shall notify MCWRA of any such communication.
9. DEFAULT PROVISIONS. SVBGSA considers MCWRA to be in default under this Subgrant Agreement if any of the following occur:
 - A. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between SVBGSA and MCWRA evidencing or securing the MCWRA's obligations;
 - i. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain the State Grant.
 - ii. Failure to operate or maintain the Project in accordance with this Agreement.
 - iii. Failure to make any remittance required by this Agreement, including any remittance recommended as the result of an audit conducted pursuant to this Agreement or the State Grant Agreement.
 - iv. Failure to submit the required information for SVBGSA to prepare Quarterly Progress Reports pursuant to Paragraph 7.
 - v. Failure to routinely invoice SVBGSA pursuant to Paragraph 7.
 - vi. A determination pursuant to Government Code section 11137 that SVBGSA or MCWRA has violated any of the following: Government Code sections 11135 or

12960 et seq.; Civil Code sections 51- 54.2, inclusive; or any regulations adopted to implement these sections.

- B. Should an event of default occur, SVBGSA shall provide a notice of default to MCWRA and shall give MCWRA at least ten (10) calendar days to cure the default from the date the notice is sent to MCWRA. If MCWRA fails to cure the default within the time prescribed by SVBGSA, SVBGSA may do any of the following:
 - i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - ii. Terminate any obligation to make future payments to MCWRA.
 - iii. Terminate this Agreement.
 - iv. Take any other action that it deems necessary to protect its interests.
- C. In the event SVBGSA finds it necessary to enforce this provision of this Agreement in the manner provided by law, MCWRA agrees to pay all costs incurred by SVBGSA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. NOTIFICATION OF SVBGSA by MCWRA. MCWRA shall promptly notify SVBGSA, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. MCWRA agrees that no substantial change in the scope of MCWRA work will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State's representatives. The State shall be notified at least fourteen (14) calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, MCWRA agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. MCWRA agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against MCWRA regarding the Project or that may affect the Project in any way.
- E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." SVBGSA and MCWRA shall

notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be transmitted by any of the following means:

- A. By delivery in person.
- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Salinas Valley Basin
Groundwater Sustainability
Agency

Monterey County Water Resources
Agency

Piret Harmon

Ara Azhderian

General Manager

General Manager

P.O. Box 1350

1441 Schilling Place

Carmel Valley, CA 93924

Salinas, CA 93901

Phone: (831) 471-7518

Phone: (831) 755-4860

Email: harmonp@svbgsa.org

Email:

azhderiana@countyofmonterey.gov

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

Exhibit A - Work Plans

Exhibit B - Budgets

Exhibit C - Schedules

Exhibit D- DWR Grant Agreements No. 4600015624 and 4600015624

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

SALINAS VALLEY BASIN
GROUNDWATER SUSTAINABILITY
AGENCY

MONTEREY COUNTY WATER
RESOURCES AGENCY

Piret Harmon, General Manager

Ara Azhderian, General Manager

Date _____

Date _____

Exhibit A
WORK PLAN

Salinas Project Title: MCWRA Subgrant to Salinas Valley GSP Implementation Grant (Project)

Monterey Project Title: MCWRA Subgrant to GSP Implementation Activities in the Monterey Subbasin (Project)

Salinas Project Description: The Work Plan includes GSP implementation activities for four (4) Salinas Valley subbasins: Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area. These activities emphasize the integrated, valley-wide approach to groundwater sustainability adopted by SVBGSA. These activities build on and complement the existing 180/400-Foot Aquifer Subbasin existing Round 1 SGMA Implementation Grant, are coordinated with the Arroyo Seco GSA, and complement the Monterey Subbasin Round 2 SGMA Implementation Grant application that is being led by MCWD GSA. MCWRA will contribute to Work Plan Components:

Component 2: Data Expansion and SGMA Compliance

Monterey Project Description: The Work Plan includes activities associated with implementation and outreach for the GSP for the Monterey Subbasin (Subbasin). The Project includes installation of monitoring wells, subbasin-wide data collection, and outreach and engagement for communities within the subbasin including underrepresented communities (URCs). MCWRA will contribute to Work Plan Component:

Component 2: Monterey Subbasin Data Expansion and SGMA Compliance

SALINAS COMPONENT 2: DATA EXPANSION AND SGMA COMPLIANCE

Component 2 collects, refines, and updates necessary data and assessment tools for 4 adjacent subbasins of the Salinas Valley: the Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area Subbasins. It focuses on data expansion and SGMA compliance by filling data gaps, revising the hydrogeologic conceptual models, and updating the groundwater models. These tasks address anticipated DWR comments on the GSPs, complete the monitoring networks, and provide the foundational groundwater basin understanding that will be used to develop 5-year updates, complete with new data. The new data and refined modeling will increase the understanding of the subbasins and are critical for making decisions on projects and management actions to reach sustainability.

Category (b): Environmental / Engineering / Design

Task 1: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Extraction Management System (GEMS) to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Eastside, Forebay, Langley, and Upper Valley Subbasins. Design expansion of groundwater extraction monitoring in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the 4 Subbasins. Collaborate with MCWRA and the County of Monterey Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- GEMS Expansion and Enhancement Report

MONTEREY COMPONENT 2: MONTEREY SUBBASIN DATA EXPANSION AND SGMA COMPLIANCE

Component 2 will construct a minimum of two (2) monitoring wells, address anticipated DWR comments on the GSPs, and provide the foundational groundwater basin understanding and model for the 5-year update. These data and modeling are also critical for making decisions on projects and management actions needed to reach sustainability.

Category (d): Monitoring / Assessment

Task 7: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Extraction Management System (GEMS) to increase reliability and efficiency of extraction data collection and expand to include all areas of the Monterey Subbasin. Design GEMS expansion in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the Monterey Subbasin. Collaborate with MCWRA and the County of Monterey Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- GEMS Expansion and Enhancement Report

Exhibit B
BUDGET

Components	Grant Amount
Salinas Component 2: Data Expansion and SGMA Compliance	\$ 200,000
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance	\$ 50,000
Total:	\$ 250,000

Exhibit C
Schedule

Categories	Start Date	End Date
Salinas Component 2: Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	1/1/2023	2/28/2026
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	12/1/2023	2/28/2026

Exhibit D

DWR Grant Agreements No. 4600015624 and 4600015624

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
AGREEMENT NUMBER 4600015881
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT 1**

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

1. **PURPOSE.** The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the Salinas Valley GSP Implementation Grant (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's GSP or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 01, 2024, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after APRIL 15, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$10,393,900. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023 (2021 Guidelines)*.
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Maria Jochimsen at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Maria.Jochimsen@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

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

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
 - v. Failure to routinely invoice the State pursuant to Paragraph 7.
 - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
 - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
- B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
- i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - ii. Terminate any obligation to make future payments to the Grantee.
 - iii. Terminate the Grant Agreement.

- iv. Take any other action that it deems necessary to protect its interests.

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

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
 - A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
 - A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than APRIL 30, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within 90 calendar days of component completion or 90 calendar days before the work completion date listed on Page 1, Paragraph 2, whichever is soonest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
- E. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within 90 calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with

this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Salinas Valley Basin GSA
Piret Harmon
General Manager
PO Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512
Email: harmonp@svbgsa.org

Direct all inquiries to the Grant Manager:

Department of Water Resources
Maria Jochimsen
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9025
Email: maria.jochimsen@water.ca.gov

Salinas Valley Basin GSA
Emily Gardner
Deputy General Manager
PO Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512 Ext: 204
Email: gardnere@svbgsa.org

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

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

- Exhibit A– Work Plan
- Exhibit B– Budget
- Exhibit C– Schedule
- Exhibit D– Standard Conditions
- Exhibit E– Authorizing Resolution Accepting Funds
- Exhibit F– Report Formats and Requirements
- Exhibit G– Requirements for Data Submittal
- Exhibit H– State Audit Document Requirements
- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Appraisal Specifications
- Exhibit L– Information Needed for Escrow Process and Closure
- Exhibit M– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

SALINAS VALLEY BASIN GSA

Arthur Hinojosa
Manager, Division of Regional Assistance

Piret Harmon
General Manager

Date_____

Date_____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date_____

Exhibit A

WORK PLAN

Project Title: Salinas Valley GSP Implementation Grant (Project)

Project Description: The Work Plan includes GSP implementation activities for 4 Salinas Valley subbasins: Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area. These activities emphasize the integrated, valley-wide approach to groundwater sustainability adopted by SVBGSA. These activities build on and complement the existing 180/400-Foot Aquifer Subbasin existing Round 1 SGMA Implementation Grant, are coordinated with the Arroyo Seco GSA, and complement the Monterey Subbasin Round 2 SGMA Implementation Grant application that is being led by Marina Coast Water District GSA. The Work Plan includes six Components:

- Component 1: Grant Agreement Administration
- Component 2: Data Expansion and SGMA Compliance
- Component 3: Engagement of Interested Parties and URCs
- Component 4: Groundwater Recharge Feasibility
- Component 5: Demand Management
- Component 6: Alternative Supply Feasibility and CEQA Initial Study

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: DATA EXPANSION AND SGMA COMPLIANCE

Component 2 collects, refines, and updates necessary data and assessment tools for 4 adjacent subbasins of the Salinas Valley: the Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area Subbasins. It focuses on data expansion and SGMA compliance by filling data gaps, revising the hydrogeologic conceptual models, and updating the groundwater models. These tasks address anticipated DWR comments on the GSPs, complete the monitoring networks, and provide the foundational groundwater basin understanding that will be used to develop 5-year updates, complete with new data. The new data and refined modeling will increase the understanding of the subbasins and are critical for making decisions on projects and management actions to reach sustainability.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design**Task 1: Expansion of Groundwater Extraction Monitoring**

Develop plan for expanding and enhancing the existing Groundwater Extraction Management System (GEMS) to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Eastside, Forebay, Langley, and Upper Valley Subbasins. Design GEMS expansion in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations.

Initiate a well registration program to establish a relatively accurate count of all active wells in the 4 Subbasins. Collaborate with MCWRA and the County Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- GEMS Expansion and Enhancement Feasibility Report

Task 2: Monitoring Well Location Identification, Planning, and Landowner Access Agreement

Identify or plan and design a minimum of 18 monitoring wells in the 4 Subbasins - 11 to fill groundwater level data gaps, 3 to fill interconnected surface water data gaps, and 4 to monitor conditions near GDEs. Review existing well locations, land uses, and hydrogeologic conceptual models to identify exact locations for monitoring wells. Add existing wells to monitoring network. Plan and design new wells. Acquire site access and landowner agreements. Obtain any and all access agreements pursuant to this Agreement. Obtain all necessary permits required for well installation, including CEQA documentation, if required. Develop technical specifications for each new monitoring well that details the project components, requirements, logistics, and performance metrics.

Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- Landowner access agreement(s)
- Map(s) of approved locations for monitoring wells
- 100% well design, plans, and specifications
- Required environmental documentation for CEQA compliance
- Copies of required permits, if applicable

Category (c): Implementation / Construction

Task 3: Groundwater Level and Interconnected Surface Water Monitoring Well Installation

Complete installation of the monitoring wells sited and designed in Task 2. Incorporate the specifications developed in Task 2 to secure a contractor and award the contract. Provide hydrogeologist field oversight during well installation including pre-, during-, and post-construction activities; and develop detailed field notes on all activities, safety, changes, and progress. Prepare any change orders and provide summaries in associated quarterly Progress Reports. Record drawings of each well and submit to the DWR Grant Manager.

Deliverables:

- Well completion report(s) and detailed geologic logs
- Bid document(s) and awarded drilling and hydrogeological services contracts, if applicable
- Notice of Award and Notice to Proceed, if applicable
- Photo documentation included within the quarterly Progress Report

Category (d): Monitoring / Assessment

Task 4: Aquifer Properties Tests

Select potential wells for aquifer testing in each of the 4 subbasins, for a total of 12 wells, considering factors such as well design, well condition, and water disposal options. Identify nearby wells for monitoring, negotiate with landowners for well access, and obtain necessary permits. Test each well for a minimum of 8 hours, followed by a 4-hour monitored recovery period. Analyze both drawdown and recovery tests to determine aquifer properties and spatially varying aquifer properties. Draft a technical memorandum of all test data and results, including photos and analyses.

Deliverables:

- Aquifer Properties Tests Technical Memorandum

Task 5: Incorporate New Data into Hydrogeologic Conceptual Models (HCMs) for 4 Subbasins

Compile all new data generated since original GSPs were written, including Aerial Electromagnetic (AEM) surveys, aquifer tests, new Well Completion Reports, and any newly provided data from stakeholders. Use new data to enhance HCMs for individual subbasins and the Valley as a whole. Compare new data to existing data and estimate data accuracy and worth using a scientifically sound framework that includes overall geologic history and current groundwater conditions. Refine HCMs by comparing resistivities from AEM surveys to borehole geophysical logs, high quality well-completion reports, existing geologic interpretations (such as cross-sections), and known geology.

Deliverables:

- Refined and enhanced HCM Chapters for inclusion in 4 Subbasins' GSP 5-year Periodic Evaluations
- Valley-wide Hydrogeologic Conceptual Model

Task 6: Modeling for 5-Year Updates: Review Completed Model, Update, and Reevaluate Climate Assumptions

Review, refine and update the final Salinas Valley Integrated Hydrologic Model (SVIHM) to enhance its usability for SGMA needs. Review climate change scenarios and incorporate into Salinas Valley Operational Model (SVOM). Assess and improve calibration data set. Update system conceptualization, including adapting layering according to data from DWR and SVBGSA's airborne electromagnetic (AEM) surveys, and results from the Deep Aquifers Study. Interrogate and potentially revise simulated crop information. Refine pumping distribution to enhance usability for demand management. Refine connection between the 180/400-Foot Aquifer Subbasin and Eastside Subbasin. Develop tools to enhance water budget capabilities.

Deliverables:

- Technical Memorandum summarizing model review
- Technical Memorandum of climate change scenario options and recommendations
- Report summarizing model updates

Task 7: Establishment of GDE Monitoring

Establish Groundwater Dependent Ecosystem (GDEs) monitoring protocols. Extend methodology developed by Central Coast Wetlands Group (CCWG) using state wetland monitoring protocols (RipRam or California Rapid Assessment Method). Use existing wells and additional shallow monitoring wells installed under Tasks 2 and 3 to monitor the relationships between groundwater levels and GDEs.

Deliverables:

- GDE Mapping and Identification Memorandum Update
- GDE monitoring protocol

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 3: ENGAGEMENT OF INTERESTED PARTIES AND URCs

Component 3 provides interested party outreach and engagement activities by the SVBGSA. Component 3 will provide additional interested party outreach and engagement to DACs, SDACs, and Underrepresented Communities in the Eastside, Forebay, Langley, and Upper Valley Subbasins with the intent to keep these communities engaged in GSP implementation, including regularly scheduled SVBGSA Advisory Committee meetings (bi-monthly); Board of Directors meetings (quarterly); the Eastside, Forebay, Langley, and Upper Valley Subbasin Implementation Committees (16 meetings per year), and technical advisory committee meetings (bi-monthly). There will also be project specific meetings for interested parties. To increase outreach and assist domestic well owners with water reliability, Component 3 also includes support for the State Dry Well Notification System and workshops on residential projects such as rain barrels and rain gardens.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Not applicable to this Component

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach**Task 1: SVBGSA Interested Party Engagement Materials**

Provide interested parties opportunities to be informed and engaged in GSP implementation which includes scientific communication and groundwater model educational programs in addition to the development of outreach materials. Produce accessible communications products including web page information, outreach materials, public presentations, and hosting of public workshops. Develop informational materials for outreach booths at community events and develop storyboards for the website. Engagement and outreach materials will be used with the following committees and communities annually over the contract period: SVBGSA Board of Directors, SVBGSA Advisory Committee, Subbasin Implementation Committees, Groundwater Technical Advisory Committee Meetings, and Public Workshops, and community events.

Deliverables:

- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletters
- Copies of groundwater outreach materials

Task 2: Outreach to Underrepresented Communities and Domestic Well Owners

Prioritize implementation of the SVBGSA Underrepresented Communities Engagement Strategy. Work with an Outreach Coordinator to provide additional information to underrepresented communities and domestic well owners to engage them in GSP implementation, before and during public meetings. Conduct simultaneous translation of workshops and translation of written materials. Work with domestic well owners to connect them to resources and information for water reliability, including the Dry Well Notification System, well registration, and conservation opportunities and supplies including flowmeters, transducers and data management systems.

Deliverables:

- Update to the SVBGSA Underrepresented Communities engagement strategy
- Translated materials available on SVBGSA website
- Copies of outreach materials for domestic well owners

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the 4 GSPs, the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the following agencies over the contract period: Monterey County Water Resources Agency, Monterey County, Central Coast Regional Water Quality Control Board, Monterey County Environmental Health Bureau, Arroyo Seco Groundwater Sustainability Agency, and other GSAs.

Deliverables:

- Land Use Jurisdiction Coordination Program Update Report
- Water Quality Coordination Update Report

Task 4: Investigate Water Quality in the Arroyo Seco Cone Management Area

Investigate rural residential water quality in the Arroyo Seco Cone Management Area by developing information for rural residents about common groundwater quality issues and options for obtaining safe and aesthetic potable water in homes.

Deliverables:

- Report: Rural residential water quality in Arroyo Seco Cone Management Area

Task 5: Project Specific Meetings for Interested Parties

Conduct project specific meetings for interested parties to learn about project concepts and provide input. Conduct additional outreach and obtain involvement from interested parties for the following projects: inter-subbasin impacts of demand management, groundwater recharge feasibility, and alternative supply feasibility.

Coordinate meetings of the Subbasin Implementation Committees, Advisory Committee, Board of Directors and community groups to discuss the following specific projects and actions over the contract period: demand management measures (4 presentations), groundwater recharge feasibility (flow availability analysis, Somavia Road recharge, reservoir operations) (4 presentations), , and alternative supply feasibility including Seawater Intrusion Extraction Barrier and Regional Water Supply Phase 1a and CSIP Expansion (4 presentations).

Deliverables:

- Interested party outreach meeting materials

Task 6: Sustainability Strategy Report

Summarize and coordinate updated information on projects and management actions resulting from this grant and other concurrent work. Refine estimates of project costs in relation to benefits and potential beneficiaries.

Deliverables:

- Sustainability Strategy Report Project and Management Actions Feasibility and Costs Update Report

COMPONENT 4: GROUNDWATER RECHARGE FEASIBILITY

Component 4 will undertake high-level feasibility studies on groundwater recharge projects in the Eastside, Forebay, and Upper Valley, in accordance with subbasin-specific appropriate projects, as outlined in each respective GSP. In the Eastside, an updated Water Availability Analysis for the 11043 Diversion will help to determine the viability of the 11043 Diversion project and Salinas River Recharge Study at Somavia Road. The Forebay and Upper Valley Subbasin GSPs include a Reservoir Reoperation Feasibility Study.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Reservoir Reoperation Feasibility Study

Design and model reservoir reoperation scenarios for enhanced groundwater recharge and/or diverting water for use in lieu of groundwater. Develop reservoir reoperation scenarios in collaboration with MCWRA and evaluate the modeled scenarios for groundwater benefits and to better assess stream depletion. Build on MCWRA work to develop a Habitat Conservation Plan, which may include legal analysis needed to determine viability of scenarios under existing flow prescriptions.

Deliverables:

- Technical memorandum summarizing reservoir reoperation scenario design, method of analysis, and impact on groundwater conditions

Task 2: Salinas River Recharge Study at Somavia Road

Conduct higher level feasibility for Reservoir Reoperation, the Eastside Irrigation Supply Project, and Castroville Seawater Intrusion Project (CSIP) Expansion by conducting field studies to assess Salinas River recharge around Somavia Road, an area of high recharge. Complete field studies to estimate recharge rates using temporary stream gauges and temperature probes to address uncertainty that complicates reservoir operations. Assess river recharge rates in terms of: (1) optimizing reservoir operations in terms of releasing water for CSIP, (2) evaluating potential source water for CSIP expansion, and (3) establishing project feasibility and a conceptual project size for the Eastside Irrigation Supply Project, since the size of the project is highly dependent on the Salinas River recharge rates in that specific area.

Deliverables:

- Report on Salinas River recharge rates and locations near Somavia Road

Task 3: 11043 Diversion Updated Water Availability Analysis

Complete updated water availability analysis for the 11043 Diversion projects in the Eastside Subbasin GSP, leveraging DWR's streamlined Water Availability Analysis approach if possible. Develop water availability analysis based on historical streamflow and reservoir release data. Review and select at least 2 climate change scenarios. Complete future water availability analysis for the 11043 Diversion project with the 2 diversion points in the permit (Soledad and Chualar) based on selected climate change scenarios which may include modeling and/or legal analysis to assess streamflow available at diversion points. Undertake analysis in coordination with MCWRA.

Deliverables:

- 11043 Diversion Updated Water Availability Analysis

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 5: DEMAND MANAGEMENT

Demand management measures are identified in all 4 GSPs as potential management actions that could be undertaken to reach or maintain sustainability. Demand management measures are important components of Salinas Valley GSPs to avoid sole reliance on supply side management actions and projects. Component 5 refines the conceptual descriptions and plans for demand management appropriate to each subbasin, since the need for, and design of demand management measures varies by subbasin. The overdrafted Eastside and Langley Subbasin GSPs include Pumping Allocations and Controls, Following, Follow Bank, and Agricultural Land Retirement actions. The non-overdrafted Forebay and Upper Valley Subbasin GSPs call for the establishment of Sustainable Management Criteria (SMC) Technical Advisory Committees (SMC TACs) to annually review groundwater conditions and assess whether they warrant action, such as demand management. Each subbasin's demand management measures will require common agreements about

extraction data, stakeholder involvement, potential and specific actions, goals, monitoring methods, and contingency plans for drought or other conditions. This Component conducts the planning and design of demand management measures appropriate for each subbasin, including legal analyses, modeling of options, and facilitating discussions on the structure, options, and expected results. Demand management measures will be designed on the subbasin level, led by subbasin implementation committees. To ensure alignment between subbasin-specific demand management measures and prevention of harm to adjacent subbasins, Task 3 supports modeling and assessment of inter-subbasin impacts of demand management.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Plan for Demand Management in Overdrafted Subbasins

Initiate a facilitated demand management dialogue in the overdrafted Eastside and Langley Subbasins, which may include flexibility options such as rotational fallowing and coordinating with land repurposing efforts. Conduct facilitated discussions on demand management measures, options, and expected results. Conduct legal analyses of water rights in the context of demand management. Identify potential options for reducing demand using existing models.

Deliverables:

- Copy of meeting outcomes
- Summary of demand management options in each subbasin

Task 2: Establish SMC Technical Advisory Committees in Non-overdrafted Subbasins

Establish and convene the SMC TAC in the non-overdrafted Forebay and Upper Valley Subbasins. Review current conditions in Annual reports, assess when conditions warrant additional action, and make recommendations to the Subbasin Committees on management actions and projects such as recharge or demand management; to be conducted by the SMC TAC.

Deliverables:

- Documentation of SMC TAC establishment
- Summary of SMC TAC review of Annual Reports for WY2023 and WY2024

Task 3: Inter-subbasin Impacts of Demand Management

Assess inter-subbasin impacts of subbasin-specific demand management and demand management in areas that cross subbasins. Model the impacts of potential demand management actions on groundwater conditions in adjacent subbasins. Determine if there is need for 2 adjacent subbasins to both implement demand management measures, and if a need is determined, assess the joint interaction of impacts to groundwater conditions.

Deliverables:

- Technical Memorandum on Inter-subbasin Impacts of Demand Management Actions Under Consideration

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 6: ALTERNATE SUPPLY FEASIBILITY AND CEQA INITIAL STUDY

Component 6 assesses the feasibility of expanding the regional benefits of a Seawater Intrusion Extraction Barrier/Regional Water Supply Project, which consists of a seawater extraction barrier, desalting treatment facility, and distribution system for treated water. This project could have extensive regional benefits, and project success relies on coordinating efforts of many beneficiaries and funds from multiple grant applications. The seawater extraction barrier would help stop advancement of seawater intrusion in the 180/400-Foot Aquifer Subbasin and Monterey Subbasins and reduces the risk of seawater intrusion into the Eastside and Langley Subbasins. In lieu water supplies could help reduce extraction in the Eastside, Langley and Monterey Subbasins with the delivery of treated water. Component 6 builds on the Phase I feasibility study being completed with the Round 1 SGMA Implementation Grant for the 180/400-Foot Aquifer Subbasin. This Component completes Phase I through further potential end-user outreach, conducting 10% design on the distribution system for desalted water and preparing an Initial Study to start the CEQA process. In addition, to bring additional water supplies to the Eastside, Langley and Monterey Subbasins, Component 6 includes a high-level feasibility study of expanding the Castroville Seawater Intrusion Project (CSIP) which delivers a blend of recycled, river, and groundwater for irrigation. Expanding CSIP would provide an alternative supply of irrigation water to reduce reliance on groundwater.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments

within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1. Seawater Intrusion Extraction Barrier and Regional Water Supply Project Feasibility Phase I.a: Treated Water Distribution and CEQA Initial Study

Assess the feasibility of expanding regional benefits of the proposed desalting plant. Build on feasibility work completed under the Round 1 SGMA Implementation Grant underway in the 180/400-Foot Aquifer Subbasin, and in coordination with the seawater intrusion control feasibility work in the Monterey Subbasin Round 2 grant. Identify and conduct further outreach to potential end users for desalted water in the Eastside, Langley and Monterey Subbasins. Complete conceptual scoping of the 10% design of a distribution system to deliver desalted water to be used in lieu of groundwater extraction. Identify alternatives for pipeline alignments, high level archeology review, and high-level sensitive species and habitat review. Compare options for distribution network. Update costs associated with 3 options. Conduct a CEQA Initial Study to initiate the environmental review process and any additional studies that would be required in an Environmental Impact Report in order to advance the Seawater Intrusion Project Feasibility Studies.

Deliverables:

- 10% engineering design for distribution network for desalted water
- CEQA Initial Study

Task 2. High Level Feasibility Study for CSIP Expansion

Develop and compare options for CSIP expansion. Conduct hydraulic modeling and assessment of potential expansion options if there was additional supply. Assess expansion configurations and extents based on land use, anticipated groundwater impacts of expansion, system constraints, and source water options. Undertake legal studies and develop annexation policies critical for expanding CSIP. Analyze options for expansion into contiguous and non-contiguous lands. Develop annexation policy for contiguous versus non-contiguous access lands and rights-of-way.

Deliverables:

- Feasibility Study for CSIP Expansion
- Annexation policy for contiguous versus non-contiguous access lands and rights-of-way

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

Exhibit B
BUDGET

Grant Title: Salinas Valley GSP Implementation Grant

Grantee: Salinas Valley Basin GSA

Components	Grant Amount
Component 1: Grant Administration	\$270,000
Component 2: Data Expansion and SGMA Compliance	\$5,852,000
Component 3: Engagement of Interested Parties and URCs	\$1,833,100
Component 4 : Groundwater Recharge Feasibility	\$935,000
Component 5: Demand Management	\$623,800
Component 6: Alternative Supply Feasibility and CEQA	\$880,000
Total:	\$10,393,900

Component 1: Grant Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$270,000
Total:	\$270,000

Component 2: Data Expansion and SGMA Compliance

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$532,000
(b) Environmental / Engineering / Design	\$320,000
(c) Implementation / Construction	\$3,350,000
(d) Monitoring / Assessment	\$1,650,000
(e) Engagement / Outreach	\$0
Total:	\$5,852,000

Component 3: Engagement of Interested Parties and URCs

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$166,646
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$1,666,454
Total:	\$1,833,100

Component 4: Groundwater Recharge Feasibility

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 85,000
(b) Environmental / Engineering / Design	\$ 850,000
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 935,000

Component 5: Demand Management

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 56,709
(b) Environmental / Engineering / Design	\$ 567,091
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 623,800

Component 6: Alternative Supply Feasibility and CEQA Initial Study

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 80,000
(b) Environmental / Engineering / Design	\$ 800,000
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 880,000.00

Exhibit C
SCHEDULE

Grant Title: Salinas Valley GSP Implementation Grant

Categories	Start Date¹	End Date¹
Component 1: Grant Administration	January 1, 2024	April 15, 2026
(a) Grant Agreement Administration	01/01/2024	04/15/2026
Component 2: Data Expansion and SGMA Compliance	January 1, 2024	March 31, 2026
(a) Component Administration	01/01/2023	03/31/2026
(b) Environmental / Engineering / Design	01/01/2023	07/30/2025
(c) Implementation / Construction	12/01/2023	12/30/2025
(d) Monitoring / Assessment	12/01/2023	03/31/2026
(e) Education / Outreach	N/A	N/A
Component 3: Engagement of Interested Parties and URCs	October 5, 2022	March 31, 2026
(a) Component Administration	10/05/2022	03/31/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	10/04/2022	03/31/2026
Component 4: Groundwater Recharge Feasibility	July 1, 2023	February 28, 2026
(a) Component Administration	07/01/2023	02/28/2026
(b) Environmental / Engineering / Design	07/01/2023	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A
Component 5: Demand Management	January 1, 2024	February 28, 2026
(a) Component Administration	01/01/2023	02/28/2026
(b) Environmental / Engineering / Design	01/01/2023	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A

Categories	Start Date ¹	End Date ¹
Component 6: Alternative Supply Feasibility and CEQA Initial Study	January 1, 2024	February 28, 2026
(a) Component Administration	01/01/2024	02/28/2026
(b) Environmental / Engineering / Design	01/01/2024	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

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

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.

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

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

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

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

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

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E

AUTHORIZING RESOLUTION ACCEPTING FUNDS

**Before the Board of Directors of the
Salinas Valley Basin Sustainable Groundwater Management Agency**

Resolution No. 2022-19

Authorizing the General Manager to apply on)
behalf of the Salinas Valley Basin Groundwater)
Sustainability Agency to the California)
Department of Water Resources to obtain a grant)
for the Forebay, Upper Valley, Langley, Eastside)
GSP Implementation Project under the 2021)
Sustainable Groundwater Management (SGM))
Grant Program Implementation – Round 2 Grant.)

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and,

WHEREAS, SGMA went into effect on January 1, 2015; and,

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and,

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and,

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and,

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and,

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high- priority, and SVBGSA has completed Groundwater Sustainability Plans (GSPs) for all required sub-basins by January 31, 2020 and January 31, 2022; and,

WHEREAS, the California Budget Act of 2021 (Stats. 2021 ch. 240, § 80) appropriates a total of \$180 million for SGMA implementation, and the California Drought, Water, Parks, Climate, Coastal Protection and

Outdoor Access for All Act of 2018 (Proposition 68) (Public Resource Code § 80000 et. seq.) authorizes the Legislature to appropriate a total of \$120 million to DWR for drought and groundwater investments to achieve regional sustainability; and,

WHEREAS, DWR is administering solicitations for the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant using funds authorized by the California Budget Act of 2021 and Proposition 68 for projects that encourage sustainable management of groundwater resources and support SGMA, and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. That an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022. Be it further resolved that the Salinas Valley Basin Sustainable Groundwater Management Agency has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the Forebay, Upper Valley, Langley, Eastside GSP Implementation Project.
2. The General Manager of the Salinas Valley Basin Sustainable Groundwater Management Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

PASSED AND ADOPTED on the 10th day of November 2022 by the following vote, to-wit:

AYES: Adams, Alejo, Brennan, Chapin, Cremers, Granillo, Pereira, Rice, Rocha, Stefani and Chair Bramers

NOES: None

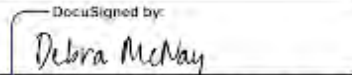
ABSENT: None

ABSTAIN: None

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Salinas Valley Basin Sustainable Groundwater Management Agency Board of Directors held on November 10, 2022.

Dated: 11/11/2022

Signed: 

Debra McNay, Clerk of the Board
Salinas Valley Basin Sustainable Groundwater Management Agency,
County of Monterrey, State of California

Exhibit F

REPORT FORMATS AND REQUIREMENTS

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

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant.. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

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

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).

- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

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

Groundwater Level Data

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

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Exhibit I
PROJECT LOCATION

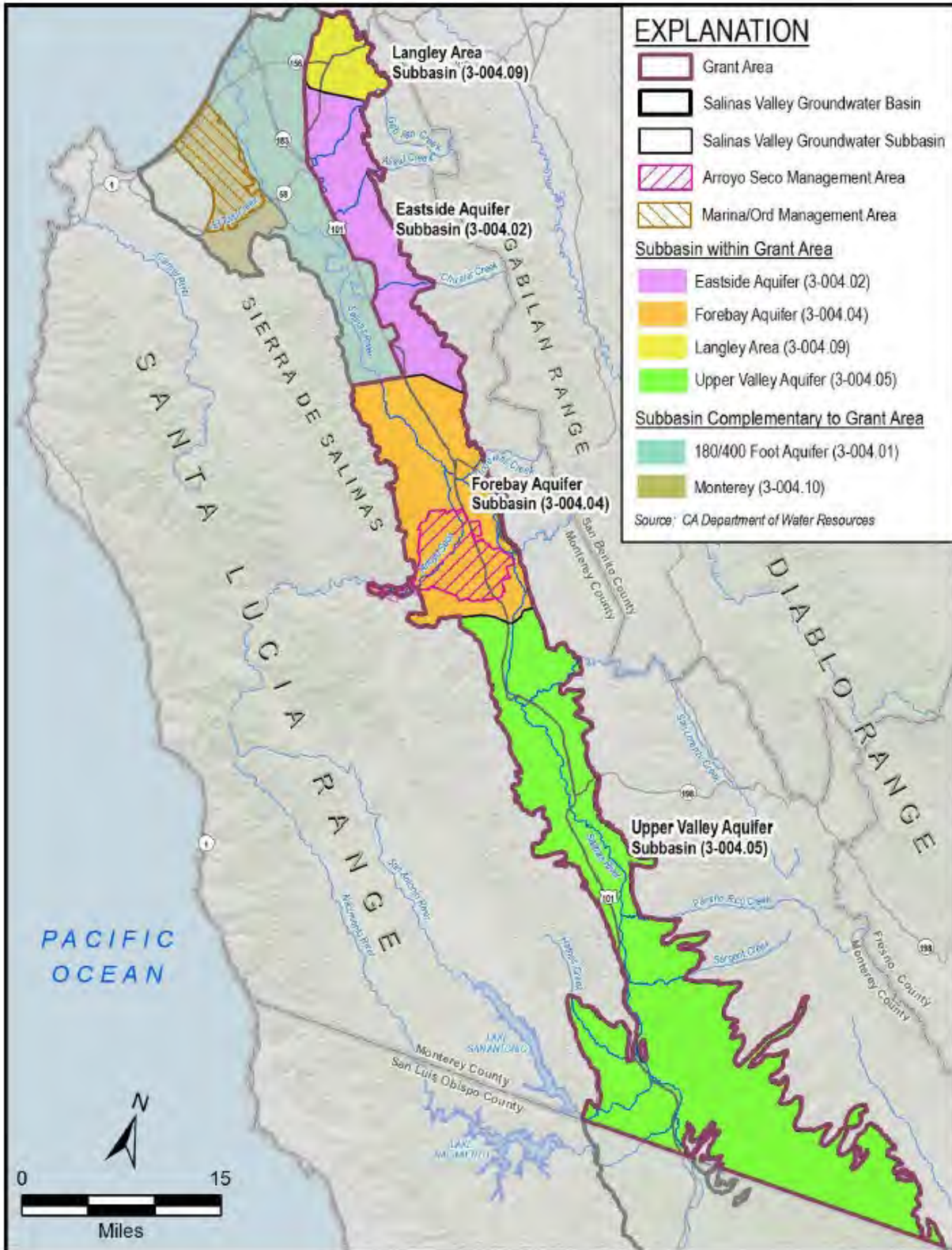


Exhibit J**MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE**Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Project within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
APPRAISAL SPECIFICATIONS
NOT APPLICABLE

Exhibit L
INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE
NOT APPLICABLE

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MARINA COAST WATER DISTRICT GROUNDWATER SUSTAINABILITY AGENCY
AGREEMENT NUMBER 4600015624
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT #1**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Marina Coast Water District Groundwater Sustainability Agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the GSP Implementation Activities in the Monterey Subbasin (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's GSP or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 1, 2023, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2026, and no funds may be requested after JUNE 30, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$6,447,910. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023 (2021 Guidelines)*.
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Bryce Matsumura at 691 N. Laverne Ave., Suite 104, Fresno, CA 93727 or an electronic signature certified and transmitted via DocuSign from authorized representative to bryce.matsumura@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

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

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
 - v. Failure to routinely invoice the State pursuant to Paragraph 7.
 - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
 - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
- B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
- i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - ii. Terminate any obligation to make future payments to the Grantee.
 - iii. Terminate the Grant Agreement.

- iv. Take any other action that it deems necessary to protect its interests.

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

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
 - A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
 - A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than MAY 30, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
- E. Post Performance Reports: The Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30-days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with

this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Carmel Brown
Manager, Financial Assistance Branch
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 873-5186
Email: Carmel.Brown@water.ca.gov

Marina Coast Water District Groundwater
Sustainability Agency

Remleh Scherzinger
General Manager
11 Reservation Road
Marina, CA 93933
Phone: (831) 883-5938
Email: rscherzinger@mcwd.org

Direct all inquiries to the Grant Manager:

Department of Water Resources

Bryce Matsumura
Engineering Geologist
691 N Laverne Ave Ste 104
Fresno CA 93727
Phone: (559) 540-0394
Email: bryce.matsumura@water.ca.gov

Marina Coast Water District Groundwater
Sustainability Agency

Patrick Breen
Water Resources Manager
11 Reservation Road
Marina, CA 93933
Phone: (831) 883-5951
Email: pbreen@mcwd.org

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

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

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Appraisal Specifications

Exhibit L– Information Needed for Escrow Process and Closure

Exhibit M– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

MARINA COAST WATER DISTRICT GSA

Carmel Brown
Manager, Financial Assistance Branch

Remleh Scherzinger
General Manager

Date_____

Date_____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date_____

Exhibit A WORK PLAN

Project Title: GSP Implementation Activities in the Monterey Subbasin (Project)

Project Description: The Work Plan includes activities associated with implementation and outreach for the GSP for the Monterey Subbasin (Subbasin). The Project includes installation of monitoring wells, subbasin-wide data collection, and outreach and engagement for communities within the subbasin including underrepresented communities (URCs). The Work Plan includes four Components:

- Component 1: Grant Agreement Administration
- Component 2: Monterey Subbasin Data Expansion and SGMA Compliance
- Component 3: Project Update Report
- Component 4: Engagement of Interested Parties and Domestic Well Owners

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Forms (EIFs) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF(s)
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: MONTEREY SUBBASIN DATA EXPANSION AND SGMA COMPLIANCE

Component 2 will construct a minimum of two (2) monitoring wells, address anticipated DWR comments on the GSPs, and provide the foundational groundwater basin understanding and model for the 5-year update. These data and modeling are also critical for making decisions on projects and management actions needed to reach sustainability.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Conduct planning and design activities associated with the monitoring well installation. Perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the location of monitoring wells to be installed. Acquire any landowner access agreement(s) necessary to install monitoring wells with adequate access for construction and maintenance. Develop and prepare specifications, bid communications, contracting, and bid award recommendation. Acquire necessary permits required for the well installation(s). Prepare any required CEQA documentation. Complete a Site Health and Safety Plan to use during the well installation process.

Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3. In accordance with Paragraph 13, develop a Project Monitoring Plan that incorporates Post Performance Monitoring Report requirements as defined and listed in Exhibit J.

Deliverables:

- Map of approved locations for monitoring wells
- Bid document(s), if applicable
- Awarded contract(s) and Notice to Proceed, if applicable
- Required permit(s) and environmental documentation
- Project Monitoring Plan

Category (c): Implementation / Construction

Install and develop a minimum of two (2) monitoring wells identified in Category (b). Photo-document pre-, during, and post-construction activities. Sample baseline groundwater level and limited water quality (e.g., cations, anions) from the newly installed monitoring wells. Survey well locations and measuring point

elevations. Prepare and submit monitoring well logs, as built monitoring well diagrams, and Well Completion Reports to the DWR Grant Manager. Share progress with interested parties through regular MCWD meetings and SVBGSA Committee meetings.

Deliverables:

- Well Completion Reports
- Photo documentation included within the quarterly Progress Reports
- As Built Monitoring Well Diagrams
- Geophysical Survey Results, if applicable

Category (d): Monitoring / Assessment

Task 1: Induction Logging

Conduct annual induction logging of Deep Aquifers monitoring well clusters. Analyze data to profile water quality changes and signs of vertical migration of seawater intrusion into the Deep Aquifer.

Deliverables:

- Induction logs
- Technical report or presentation materials

Task 2: Conduct Aquifer Properties Tests

Select potential wells for aquifer testing in the Corral de Tierra Management Area, considering logistics such as well design, well condition, and water disposal options. Identify nearby wells for testing, negotiate with landowners for well access, and obtain necessary permits. Test each well for a minimum of 8 hours, followed by a 4-hour monitored recovery period. Analyze both drawdown and recovery tests to determine aquifer properties and spatially varying aquifer properties. Draft a technical memorandum including all test data and results, including photos and analyses.

Deliverables:

- Aquifer Properties Tests Technical Memo

Task 3: Establish GDE monitoring

Establish groundwater dependent ecosystem (GDE) monitoring protocols including prioritization of field reconnaissance to verify the presence of GDEs. Extend methodology developed by Central Coast Wetlands Group (CCWG) using state wetland monitoring protocols (RipRam or California Rapid Assessment Method). Use existing wells and additional shallow monitoring wells installed under this Component to monitor the relationships between groundwater levels and GDEs. Review DWRs groundwater GDE monitoring methods for consideration in the development of a GDE monitoring protocol.

Deliverables:

- GDE Mapping and Identification Memorandum Update
- GDE monitoring protocol

Task 4: Incorporate New Data into Hydrogeologic Conceptual Model

Compile all new data generated since original GSP was written, including airborne electromagnetic (AEM) surveys, aquifer tests, new Well Completion Reports, and any newly provided data from interested parties. Use new data to develop enhanced Hydrogeologic Conceptual Model (HCM). Compare new data to existing data and estimate data accuracy and worth using a scientifically sound framework that includes overall geologic history and current groundwater conditions. Refine HCM through comparing resistivities from AEM surveys to borehole geophysical logs, high quality well-completion reports, existing interpretations (such as cross-sections), and known geology. Collaborate between agencies to ensure coherent HCM across both management areas.

Deliverables:

- Refined and enhanced Hydrogeologic Conceptual Model for the Monterey Subbasin

Task 5: Update Salinas Seawater Intrusion Model Based on New Data

Review the Seawater Intrusion Model. Refine and update the Seawater Intrusion Model based on new data and in response to feedback from MCWD and Groundwater Technical Advisory Committee. Update coastal aquifer extents based on the Deep Aquifers Study findings. Collaborate with Seaside Watermaster to update the conceptualization along the Seaside-Monterey Subbasin border.

Deliverables:

- Report summarizing Seawater Intrusion Model updates

Task 6: Recalibrate and Update Salinas Valley Integrated Hydrologic Model (SVIHM) for the Monterey Subbasin

Refine and update the final SVIHM to enhance its usability for SGMA needs, building on a review of the SVIHM under the 180/400-Foot Aquifer Subbasin Round 1 SGMA Implementation Grant (anticipated mid-2023), and in conjunction with updates included in the Salinas Valley Round 2 SGMA Implementation Grant. Assess and improve calibration dataset in the Monterey Subbasin. Update system conceptualization, update existing geologic model. Work with Seaside Watermaster to integrate Seaside model into the SVIHM to improve boundary conditions. Reconcile SVIHM with Seawater Intrusion Model. Review and revise recharge assumptions. Integrate existing Marina-Ord area pumping data into SVIHM and expand pumping dataset inputs. Refine pumping distribution using updated groundwater extraction data. Revisit Monterey Subbasin Deep Aquifer layering assumptions based on Deep Aquifers Study findings. Recalibrate SVIHM and draft report on model updates.

Deliverables:

- Report summarizing model updates

Task 7: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Extraction Monitoring System (GEMS) to increase reliability and efficiency of extraction data collection and expand to include all areas of the Monterey Subbasin. Design GEMS expansion in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the four Subbasins. Collaborate with MCWRA and the County Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- GEMS Expansion and Enhancement Feasibility Report

Category (e): Engagement / Outreach

Not applicable to this component

COMPONENT 3: PROJECT UPDATE REPORT

Component 3 will assist the subbasin GSAs in implementation of identified projects and management actions, including project scoping and analysis of potential project benefits and feasibility, including: Evaluation of regional project benefits and impacts on the Monterey Subbasin, building upon the feasibility study and engineering analysis of regional projects conducted under the Round 1 SGMA Implementation Grant in the 180/400-Foot Aquifer Subbasin; Operationalizing the management guidance from the Deep Aquifers Study together with other agencies and adjacent subbasins; Modeling and evaluating combinations of Marina-Ord,

Corral de Tierra, and regional projects, as multiple projects may be needed to mitigate overdraft and address seawater intrusion; Conducting multi-agency coordination and interested party outreach and engagement.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Development of Deep Aquifers Management Options

Develop management actions and monitoring programs of the Deep Aquifers to implement management guidance coming from the Deep Aquifer Study. Engage in a Deep Aquifers agency working group with Monterey County, Monterey County Water Resources Agency, the Seaside Watermaster, and other agencies that manage or monitor aspects of the Deep Aquifers. Refine interim local management options for immediate action. Develop long-term management actions to manage the Deep Aquifers sustainably and prevent further groundwater level declines, seawater intrusion, and subsidence. Strengthen monitoring of the Deep Aquifers and Deep Aquifers management actions based on Deep Aquifers Study recommendations. Operationalize both local and regional management actions through bringing to GSA Boards of Directors for approval.

Deliverables:

- Deep Aquifers Management Recommendations Memorandum
- Deep Aquifers Monitoring Plan

Task 2: Modeling Assessment of Multi-Project Scenarios and Impacts on the Monterey Subbasin

Complete groundwater modeling of multi-project scenarios to assess impacts to Monterey Subbasin and increase understanding of projects and management actions. Build on modeling completed for individual projects and management actions under other grants or grant components, develop realistic combinations of projects and management actions, such as demand management coupled with the MCWD injection well. Work collaboratively to develop model scenarios and inputs and assess outputs.

Deliverables:

- Technical Memo summarizing modeling results

Task 3: Project Update Report

Develop a Project Update Report that summarizes updated information on projects and management actions resulting from this grant and other concurrent work in a comparable, digestible format. Include refined estimates of costs in relation to benefits and potential beneficiaries in the Report. Build off work done under the Round 1 SGMA Implementation Grant in the 180/400-Foot Aquifer Subbasin and include Task 3 modeling of multiple projects together and partial implementation of multiple projects to help refine the options for reaching sustainability across all subbasins. Draft the Report for easy comparison and to enable interested parties to engage in prioritizing, selecting, and moving forward towards sustainability. Ensure Report is complementary to and consistent with similar reports for other subbasins.

Deliverables:

- Project Update Report

Category (c): Implementation / Construction

Not applicable to this component

Category (d): Monitoring / Assessment

Not applicable to this component

Category (e): Engagement / Outreach

Not applicable to this component

COMPONENT 4: ENGAGEMENT OF INTERESTED PARTIES AND DOMESTIC WELL OWNERS

Component 4 engages interested parties and conducts outreach in the Corral de Tierra Management Area of the Monterey Subbasin. Engagement builds on SVBGSA's robust collaborative approach and conducts additional outreach to underrepresented communities. It aims to increase awareness of groundwater conditions, SVBGSA efforts, and individual actions that can be undertaken to increase water reliability. Since SVBGSA jointly implements the Monterey Subbasin GSP with MCWD GSA and work relates to and at times overlaps with work of other agencies, SVBGSA will collaborate with partner agencies to ensure coordination of efforts.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Not applicable to this component

Category (c): Implementation / Construction

Not applicable to this component

Category (d): Monitoring / Assessment

Not applicable to this component

Category (e): Engagement / Outreach**Task 1: SVBGSA Interested Party Engagement Meetings and Materials**

Conduct regular, open, public meetings to provide interested parties opportunities to be informed and engaged in GSP implementation which includes scientific communication and groundwater model educational programs in addition to the development of outreach materials. Staff booths at community events and develop storyboards for the website. Conduct engagement and outreach with the following committees and communities annually over the contract period: SVBGSA Board of Directors (4 meetings); SVBGSA Advisory Committee (6 meetings); Subbasin Implementation Committees (16 meetings); Groundwater Technical Advisory Committee Meetings (6 meetings); Public Workshops (2). Produce accessible communications products including web page information, outreach materials, public presentations, and hosting of public workshops.

Deliverables:

- Copies of committee meetings, board meetings, and workshop agendas and meeting packets
- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletters

Task 2: Outreach to Underrepresented Communities and Domestic Well Owners

Prioritize implementation of the SVBGSA Underrepresented Communities Engagement Strategy. Help support hiring an Outreach Coordinator to provide additional information to underrepresented communities and domestic well owners to engage them in GSP implementation, before and during public meetings. Conduct simultaneous translation of workshops and translation of written materials. Work with domestic well owners to connect them to resources and information for water reliability, including the Dry Well Notification System, well registration, and conservation opportunities.

Deliverables:

- Updated SVBGSA URC engagement strategy
- Translated materials available on SVBGSA website
- Copies of outreach materials for domestic well owners.

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the GSP. Coordinate on jointly implementing the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the following committees and communities over the contract period: Land Use Jurisdiction Coordination Program (2 meetings); Water Quality Coordination Group (1 meeting); Monterey County Water Resources Agency (2 per year); Monterey County Environmental Health Bureau (2 per year); and MCWD GSA (3 per year).

Deliverables:

- Land Use Jurisdiction Coordination Program Update Report
- Water Quality Coordination Group meeting agenda and report out

Task 4: Project Specific Meetings for Interested Parties

Conduct project specific meetings for interested parties to engage in project development and provide input including: Seawater Intrusion Project Design and its delivery to the Corral de Tierra (6 meetings); Corral Stormwater Retention Pond (2 meetings).

Deliverables:

- Interested party outreach meeting agendas and meeting packets

**Exhibit B
BUDGET**

Grant Title: GSP Implementation Activities in the Monterey Subbasin

Grantee: Marina Coast Water District Groundwater Sustainability Agency

Components	Grant Amount
Component 1: Grant Administration	\$262,610
Component 2: Monterey Subbasin Data Expansion and SGMA Compliance	\$4,949,000
Component 3: Project Update Report	\$786,300
Component 4: Engagement of Interested Parties and Domestic Well Owners	\$450,000
Total:	\$6,447,910

Component 1: Grant Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$262,610
Total:	\$262,610

Component 2: Monterey Subbasin Data Expansion and SGMA Compliance

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$214,000
(b) Environmental / Engineering / Design	\$137,000
(c) Implementation / Construction	\$2,904,000
(d) Monitoring / Assessment	\$1,694,000
(e) Engagement / Outreach	\$0
Total:	\$4,949,000

Component 3: Project Update Report

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$61,300
(b) Environmental / Engineering / Design	\$725,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$786,300

Component 4: Engagement of Interested Parties and Domestic Well Owners

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$50,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$400,000
Total:	\$450,000

**Exhibit C
SCHEDULE**

Grant Title: GSP Implementation Activities in the Monterey Subbasin

Categories	Start Date ¹	End Date ¹
Component 1: Grant Administration		
(a) Grant Agreement Administration	10/05/2022	4/30/2026
Component 2: Monterey Subbasin Data Expansion and SGMA Compliance		
(a) Grant Agreement Administration	1/1/2023	03/31/2026
(b) Environmental / Engineering / Design	1/1/2023	03/31/2026
(c) Implementation / Construction	12/1/2023	03/31/2026
(d) Monitoring / Assessment	1/1/2023	03/31/2026
(d) Education / Outreach	N/A	N/A
Component 3: Project Update Report		
(a) Grant Agreement Administration	10/05/2022	03/31/2026
(b) Environmental / Engineering / Design	10/05/2022	03/31/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A
Component 4: Engagement of Interested Parties and Domestic Well Owners		
(a) Grant Agreement Administration	01/01/2023	03/31/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	01/01/2023	03/31/2026

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

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

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.

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

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

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

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

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

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

November 29, 2022

Resolution No. 2022 – GSA03
Resolution of the Board of Directors
Marina Coast Water District Groundwater Sustainability Agency
Authorizing a Monterey Sub-basin Sustainable Groundwater Management (SGM) Grant
Program SGMA Implementation Grant Application

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District Groundwater Sustainability Agency (“District”), at a special meeting duly called and held on November 29, 2022 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, in the fall of 2014, the California legislature adopted, and the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the "Sustainable Groundwater Management Act" ("SGMA"), that initially became effective on January 1, 2015, and that has been amended from time-to-time thereafter; and,

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance necessary, to sustainably manage groundwater; and,

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies ("GSAs") for the purpose of achieving groundwater sustainability through the adoption and implementation of regulatory programs known as Groundwater Sustainability Plans ("GSPs") or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources ("DWR"); and,

WHEREAS, SGMA requires GSAs to adopt GSPs for each basin/subbasin within the GSA's jurisdiction; and,

WHEREAS, GSPs for basins designated medium priority in DWR's Bulletin 118, and for those basins designated, are due to be filed with DWR no later than January 31, 2022; and,

WHEREAS, the Monterey Sub-basin of the Salinas Valley Groundwater Basin ("Sub basin") is designated medium priority; and,

WHEREAS, the Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA) in coordination with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) developed a GSP for the Subbasin as required by SGMA; and,

WHEREAS, in January 2022, the District adopted a Groundwater Sustainability Plan (GSP) for the Monterey Subbasin and submitted it to the Department of Water Resources. The plan provides a path to achieve and document sustainable groundwater management within 20 years and preserves the long-term sustainability of the Monterey Subbasin now and into the future; and,

WHEREAS, the Monterey Subbasin GSP contained various projects and management actions to achieve sustainability including an Indirect Potable Reuse project, and,

WHEREAS, the California Department of Water Resources is accepting application for the “2021 Sustainable Groundwater Management (SGM) Grant program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Public Resources Code 80000, et seq.) and Budget Act of 2021 and 2022”; and,

WHEREAS, the MCWDGSA is responsible for implementing the Monterey Subbasin Groundwater Sustainability Plan for the Marina Ord Area and by agreement the SVBGSA is responsible for implementing the GSP in the Corral De Tierra portion of the Monterey Subbasin to achieve sustainability by 2042; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District Groundwater Sustainability does hereby:

1. Authorize an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022. Be it further resolved that the MCWD GSA has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for: GSP Implementation Activities in the Monterey Subbasin.
2. Authorize and direct the General Manager of the MCWD GSA, to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

PASSED AND ADOPTED November 29, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors Moore, Morton, Cortez, Shriner

Noes: Directors None

Absent: Directors None

Abstained: Directors Abstained


Jan Shriner, President

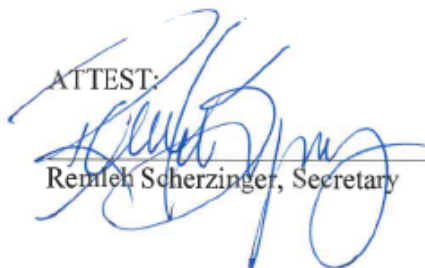
ATTEST:

Remfeh Scherzinger, Secretary

Exhibit F

REPORT FORMATS AND REQUIREMENTS

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

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders

- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

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

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

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

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

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

Groundwater Level Data

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

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

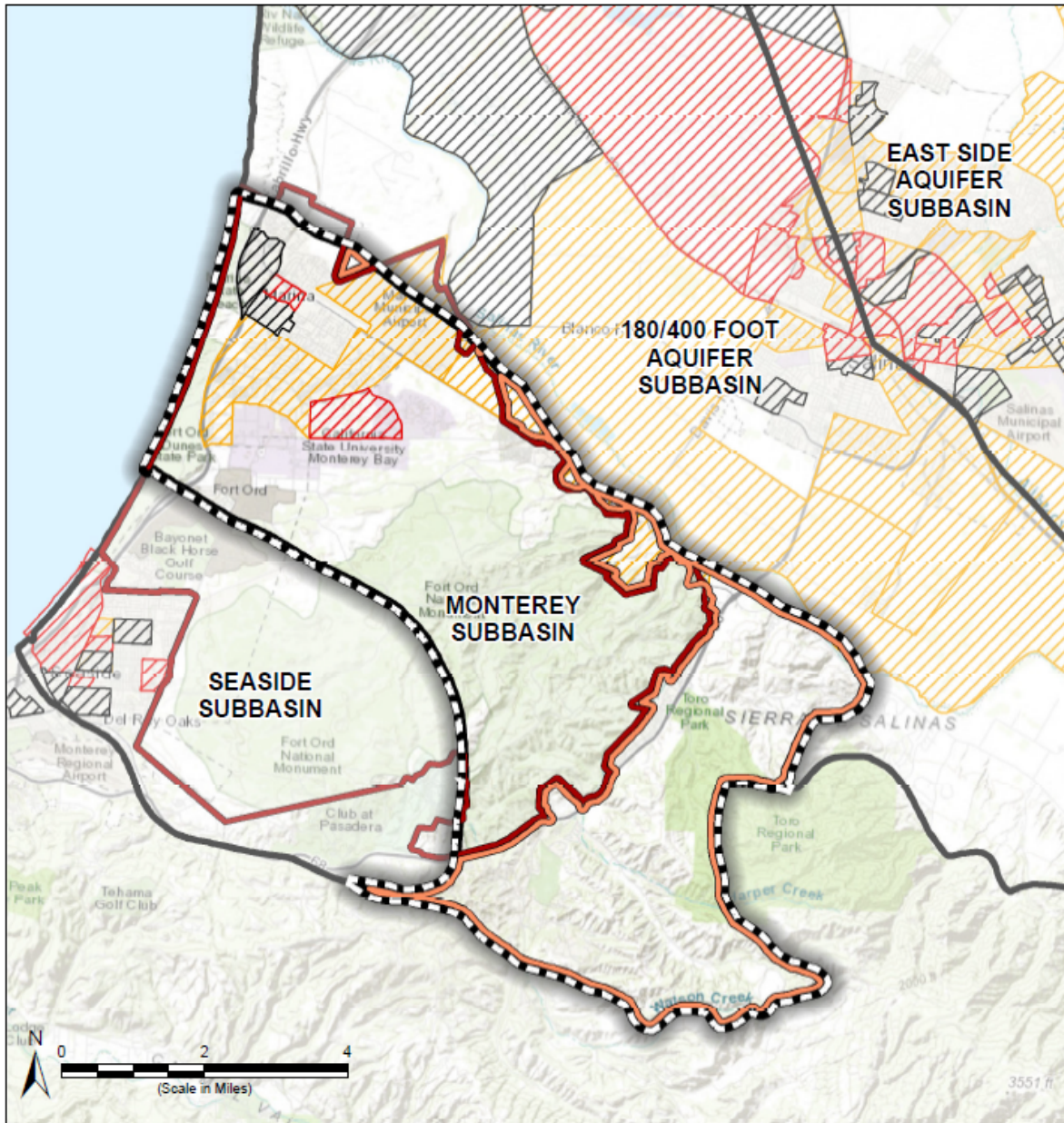
Personnel:

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

Project Files:

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

Exhibit I
PROJECT LOCATION



Legend

- Monterey Subbasin
- Benefit area for Components 1, 2, and 4-6
- Benefit area for Component 3
- Corral de Tierra
- Other Groundwater Subbasins within Salinas Valley Basin
- Severely Disadvantaged Community (MHI < \$47,203)
- Disadvantaged Community (\$47,203 < MHI < \$62,939)
- Fringe Community

Notes

1. All locations are approximate.

Abbreviations

DWR = Department of Water Resources
 MHI = Mean Household Income

Sources

1. Basemap is ESRI's ArcGIS Online world topographic map, obtained 15 December 2022.
2. DWR groundwater basins are based on the boundaries defined in California's Groundwater, Bulletin 118 - 2018 Update.
3. Disadvantaged Communities are from the DWR i16 Census block group disadvantaged communities 2020 dataset. Downloaded 28 October 2022.
4. Fringe Communities are from CalEnviroScreen Version 4.0 dated October 2021.

Disadvantaged Communities

Monterey Subbasin
 Sustainable Groundwater Management Grant
 Round 2 Application
 December 2022

Figure 3

Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Project within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
APPRAISAL SPECIFICATIONS
NOT APPLICABLE

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

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

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

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

restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

Exhibit L
INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE
NOT APPLICABLE

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

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

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

Certificate Of Completion

Envelope Id: 14A61AF874E6498A82AA8ABB1C70AC7D	Status: Completed
Subject: Complete with DocuSign: 4600015624 Amendment 1.pdf	
FormID:	
Optional 1:	
Source Envelope:	
Document Pages: 94	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bryce Matsumura
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	715 P Street
	Sacramento, CA 95814
	Bryce.Matsumura@water.ca.gov
	IP Address: 136.200.53.21

Record Tracking

Status: Original	Holder: Bryce Matsumura	Location: DocuSign
July 22, 2024 09:05	Bryce.Matsumura@water.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Water Resources	Location: DocuSign

Signer Events

Signature	Timestamp
Eric Garcia eric.garcia@water.ca.gov Security Level: Email, Account Authentication (None)	Sent: July 22, 2024 09:13 Viewed: July 22, 2024 10:56 Signed: July 22, 2024 10:58
Signature Adoption: Pre-selected Style Using IP Address: 136.200.53.16	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
-----------	-----------

Editor Delivery Events

Status	Timestamp
--------	-----------

Agent Delivery Events

Status	Timestamp
--------	-----------

Intermediary Delivery Events

Status	Timestamp
--------	-----------

Certified Delivery Events

Status	Timestamp
--------	-----------

Carbon Copy Events

Status	Timestamp
--------	-----------

FAB Grant Support fabgrantsupport@water.ca.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: July 22, 2024 10:58
---	---------------	-----------------------------

Electronic Record and Signature Disclosure:
Accepted: May 30, 2023 | 14:35
ID: 09c28b78-52e2-4947-baf1-0fbe441a78c4

Jorge Baca jorge.baca@water.ca.gov Senior Engineering Geologist Department of Water Resources Security Level: Email, Account Authentication (None)	COPIED	Sent: July 22, 2024 10:58
--	---------------	-----------------------------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	July 22, 2024 09:13
Certified Delivered	Security Checked	July 22, 2024 10:56
Signing Complete	Security Checked	July 22, 2024 10:58
Completed	Security Checked	July 22, 2024 10:58

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

Exhibit A
WORK PLAN

Salinas Project Title: MCWRA Subgrant to Salinas Valley GSP Implementation Grant (Project)

Monterey Project Title: MCWRA Subgrant to GSP Implementation Activities in the Monterey Subbasin (Project)

Salinas Project Description: The Work Plan includes GSP implementation activities for four (4) Salinas Valley subbasins: Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area. These activities emphasize the integrated, valley-wide approach to groundwater sustainability adopted by SVBGSA. These activities build on and complement the existing 180/400-Foot Aquifer Subbasin existing Round 1 SGMA Implementation Grant, are coordinated with the Arroyo Seco GSA, and complement the Monterey Subbasin Round 2 SGMA Implementation Grant application that is being led by MCWD GSA. MCWRA will contribute to Work Plan Components:

Component 2: Data Expansion and SGMA Compliance

Component 3: Engagement of Interested Parties and URCs

Monterey Project Description: The Work Plan includes activities associated with implementation and outreach for the GSP for the Monterey Subbasin (Subbasin). The Project includes installation of monitoring wells, subbasin-wide data collection, and outreach and engagement for communities within the subbasin including underrepresented communities (URCs). MCWRA will contribute to Work Plan Component:

Component 2: Monterey Subbasin Data Expansion and SGMA Compliance

SALINAS COMPONENT 2: DATA EXPANSION AND SGMA COMPLIANCE

Component 2 collects, refines, and updates necessary data and assessment tools for 4 adjacent subbasins of the Salinas Valley: the Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area Subbasins. It focuses on data expansion and SGMA compliance by filling data gaps, revising the hydrogeologic conceptual models, and updating the groundwater models. These tasks address anticipated DWR comments on the GSPs, complete the monitoring networks, and provide the foundational groundwater basin understanding that will be used to develop 5-year updates, complete with new data. The new data and refined modeling will increase the understanding of the subbasins and are critical for making decisions on projects and management actions to reach sustainability.

Category (b): Environmental / Engineering / Design

Task 1: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Monitoring Program to increase reliability and efficiency of extraction data collection, and expand to include all areas of

the Eastside, Forebay, Langley, and Upper Valley Subbasins. Design expansion of groundwater extraction monitoring in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the 4 Subbasins. Collaborate with MCWRA and the County of Monterey Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

Well Registration Program Report

Groundwater Extraction Monitoring Expansion and Enhancement Report

MONTEREY COMPONENT 2: MONTEREY SUBBASIN DATA EXPANSION AND SGMA COMPLIANCE

Component 2 will construct a minimum of two (2) monitoring wells, address anticipated DWR comments on the GSPs, and provide the foundational groundwater basin understanding and model for the 5-year update. These data and modeling are also critical for making decisions on projects and management actions needed to reach sustainability.

Category (d): Monitoring / Assessment

Task 7: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Monitoring Program to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Monterey Subbasin. Design expansion of groundwater extraction monitoring in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the Monterey Subbasin. Collaborate with MCWRA and the County of Monterey Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- Groundwater Extraction Monitoring Expansion and Enhancement Report

SALINAS COMPONENT 3: ENGAGEMENT OF INTERESTED PARTIES AND URCs

Component 3 provides interested party outreach and engagement activities by the SVBGSA.

Category (e): Engagement / Outreach

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the 4 GSPs, the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the

following agencies over the contract period: MCWRA, Central Coast Regional Water Quality Control Board, Monterey County Environmental Health Bureau, Arroyo Seco Groundwater Sustainability Agency and other GSAs.

Coordination with the MCWRA will include the following topics (hours are estimated):

- CSIP Expansion Feasibility Study: Conduct feasibility study for distribution of supplemental supply in areas at risk of seawater intrusion outside of the current CSIP distribution area: MCWRA Engineering team advisor ~150 hours
- Brackish Groundwater Restoration Project Feasibility Study: MCWRA Engineering team advisor ~ 80 hours
- Reservoir Operation Modeling: MCWRA Operations advisor ~ 150 hours
- Castroville and Eastside Canals Alternatives Analysis: MCWRA Operations advisors ~ 300 hours
- MCWRA oversight of review of water right permits and licenses (included in hours above)

Exhibit B
BUDGET

Components	Grant Amount
Salinas Component 2: Data Expansion and SGMA Compliance	\$ 200,000
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance	\$ 50,000
Salinas Component 3: Engagement of Interested Parties and URCs	\$ 150,000
Total:	\$400,000

Exhibit C
Schedule

Categories	Start Date ¹	End Date ¹
Salinas Component 2: Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	1/1/2023	2/28/2026
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	12/1/2023	2/28/2026
Salinas Component 3: Engagement of Interested Parties and URCs		
(e) Education / Outreach	10/04/2022	03/31/2026



*Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California*

BOARD ORDER No. _

- A. AUTHORIZE THE GENERAL MANAGER TO ENTER INTO AN AMENDED SUBGRANT AGREEMENT WITH THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY TO RECEIVE FUNDING FOR SERVICES IN SUPPORT OF SUSTAINABLE GROUNDWATER MANAGEMENT ROUND 2 IMPLEMENTATION GRANTS #4600015881 (SVBGSA) AND #4600015624 (MCWDGSA), IN THE AMOUNT NOT TO EXCEED \$400,000; AND**
- B. AUTHORIZE THE GENERAL MANAGER TO EXECUTE UP TO TWO NO-COST AMENDMENTS TO THE SUBGRANT AGREEMENT.**

Upon motion of Director, seconded by Director, and carried by those members present, the Board of Directors hereby:

- a. Authorize the General Manager to enter into an Amended Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding for services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), in the amount not to exceed \$400,000; and
- b. Authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement.

PASSED AND ADOPTED on this **9th** day of **July 2024**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.14

Board Report

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

Legistar File Number: WRAG 25-024

February 18, 2025

Introduced: 2/10/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

2024 Annual Groundwater Elevation Contours and Cumulative Change Chart. (Staff: Guillermo Diaz-Moreno)

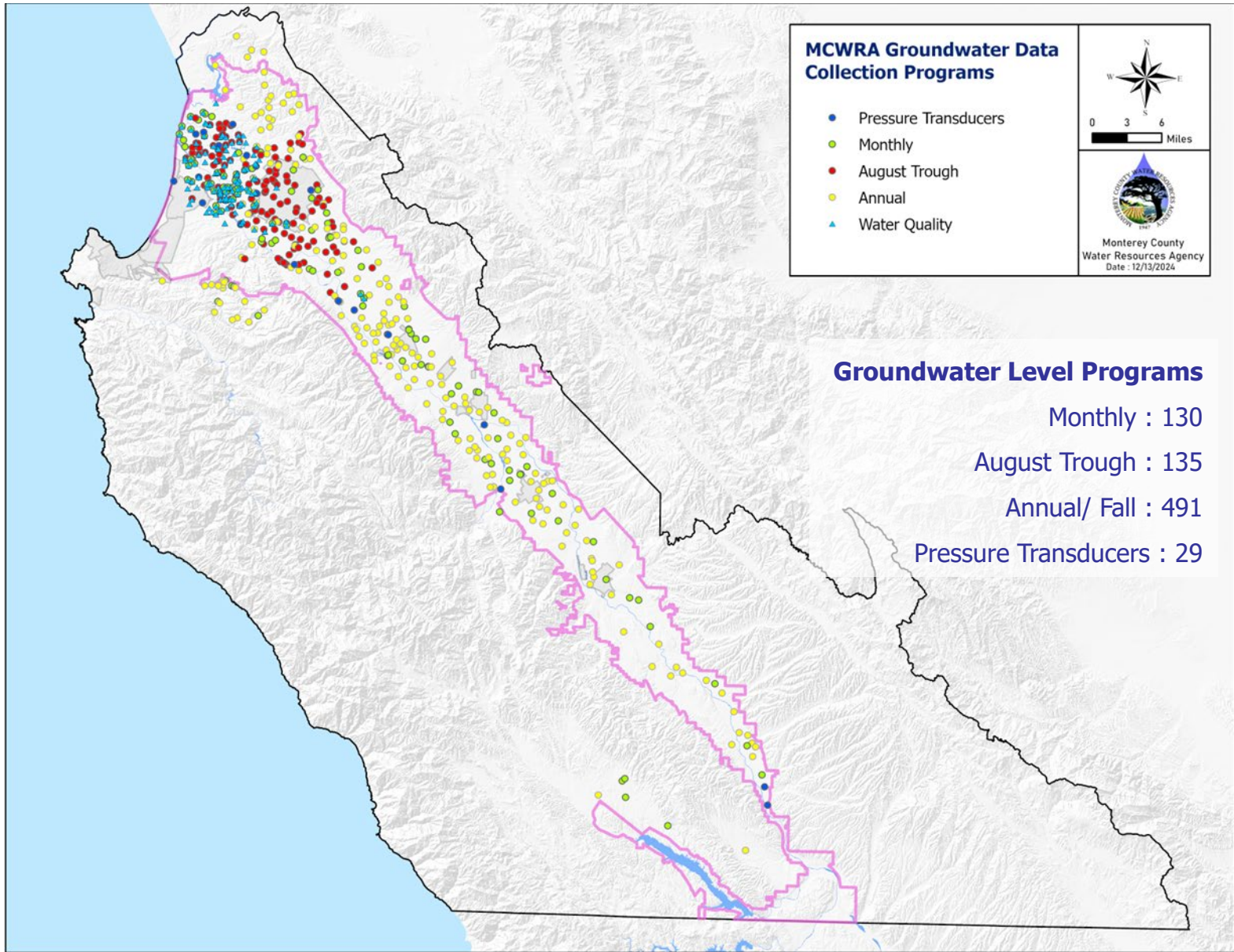


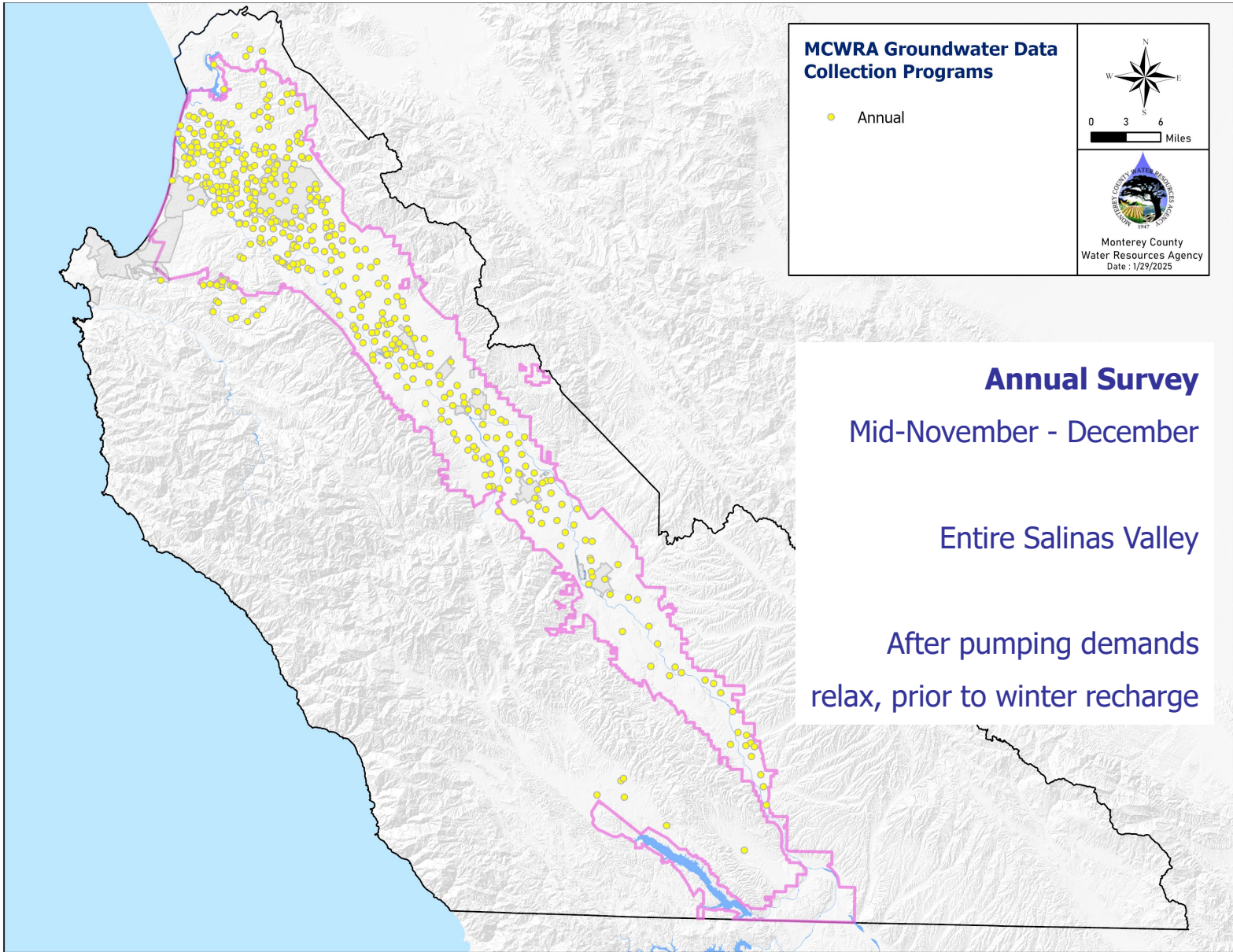
Update on the 2024 Annual Groundwater Level Program



Financial Impact/Strategic Plan

- Basin Management Advisory Committee gets this report every year
- Activities associated with this program are funded by Funds 111 and 116, and are included in each year's budget
- These activities can be linked to Strategic Plan Goals
 - B7 - Using data and analysis to make informed decisions based on science
 - E1 - Improve public outreach to increase transparency, communication education and information about Agency projects and programs





Annual Survey
 Mid-November - December

Entire Salinas Valley

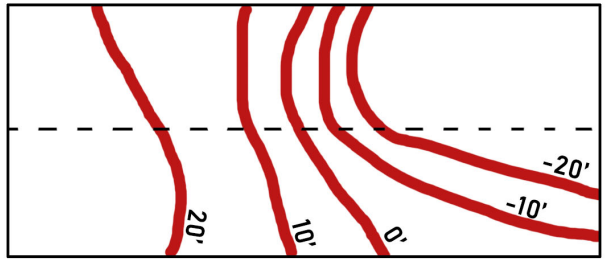
After pumping demands
 relax, prior to winter recharge



What are Groundwater Elevation Contours?

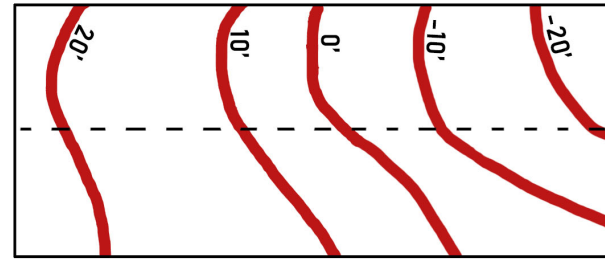
- Lines on a map representing equal lines of groundwater levels, or elevations relative to mean sea level

Lines closer together

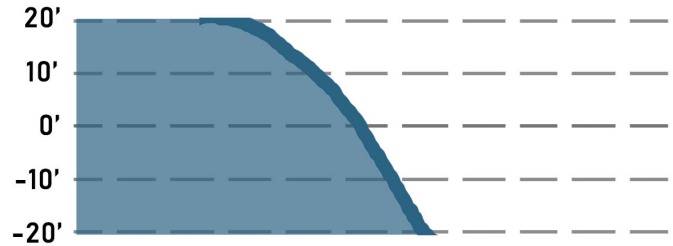


Map View

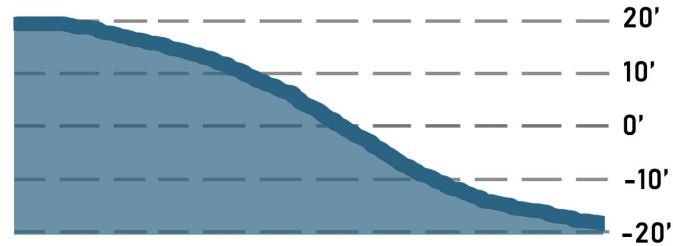
Lines further apart



Side View



Steep Groundwater Gradient



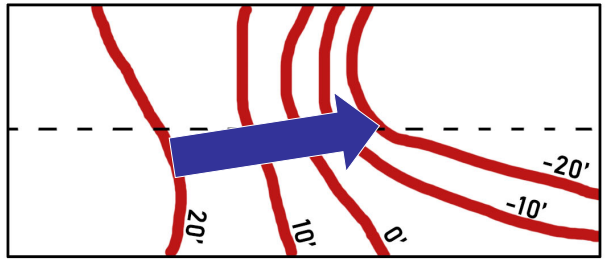
Gentle Groundwater Gradient



What are Groundwater Elevation Contours?

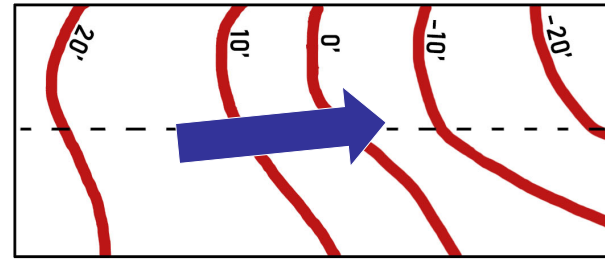
- Lines on a map representing equal lines of groundwater levels, or elevations relative to mean sea level

Lines closer together

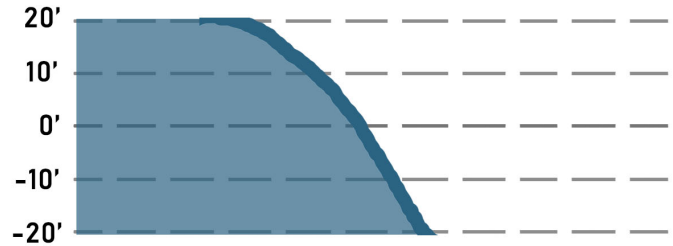


Map View

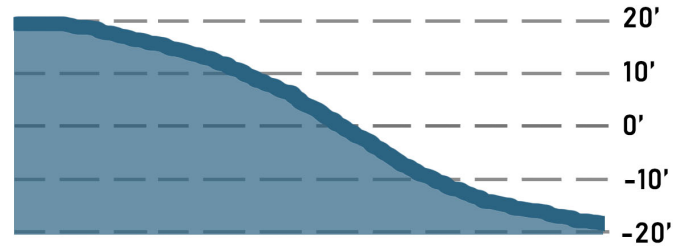
Lines further apart



Side View



Steep Groundwater Gradient



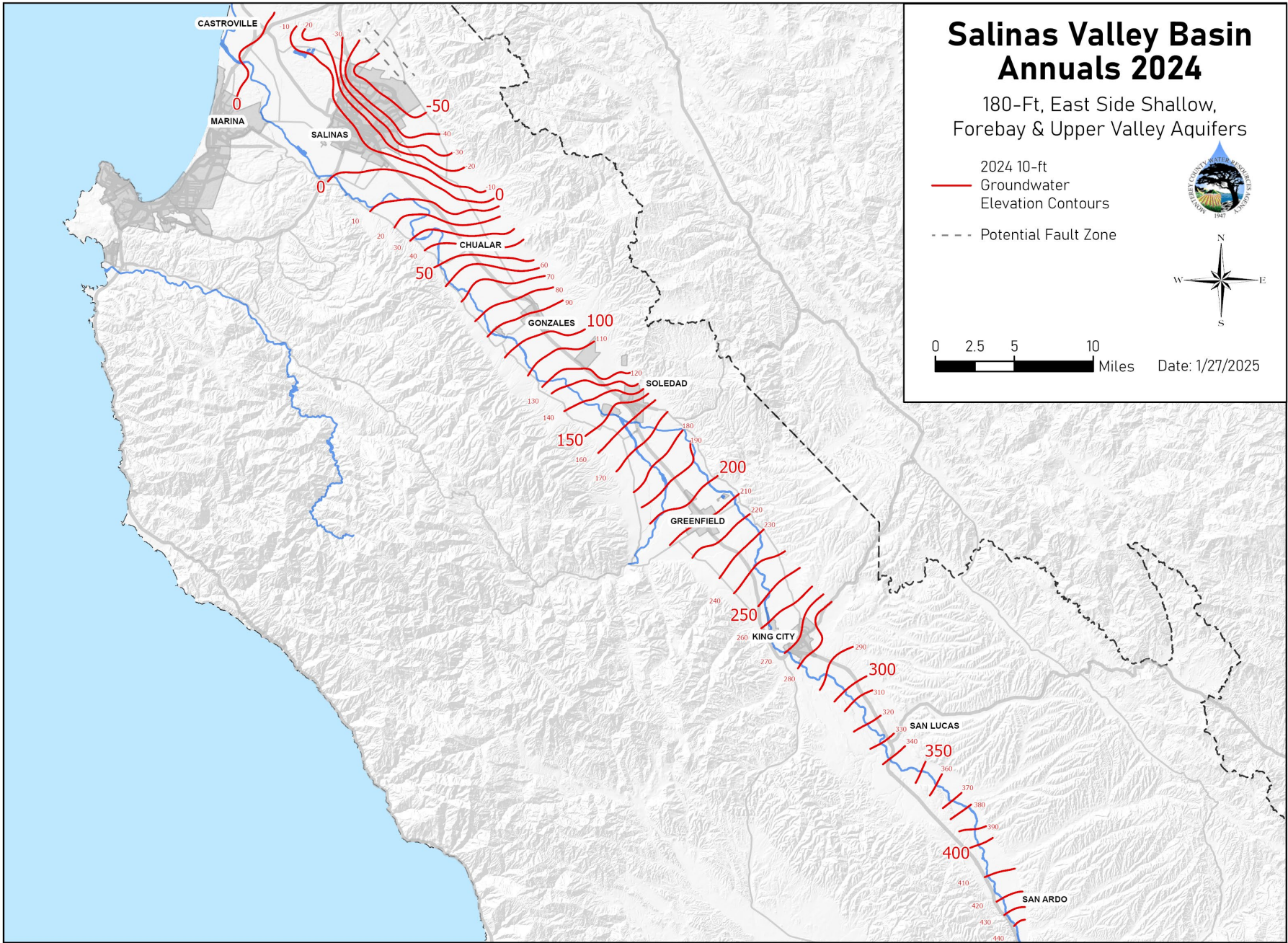
Gentle Groundwater Gradient





Annual 2024 Groundwater Level Contours





Note: These groundwater contours represent a regional-scale approximation of the groundwater surface, based on available hydrogeological data, illustrating general groundwater flow patterns. They should not be interpreted as precise or localized features.

Salinas Valley Basin Annuals 2024

180-Ft, East Side Shallow,
Forebay & Upper Valley Aquifers

2024 10-ft
Groundwater
Elevation Contours

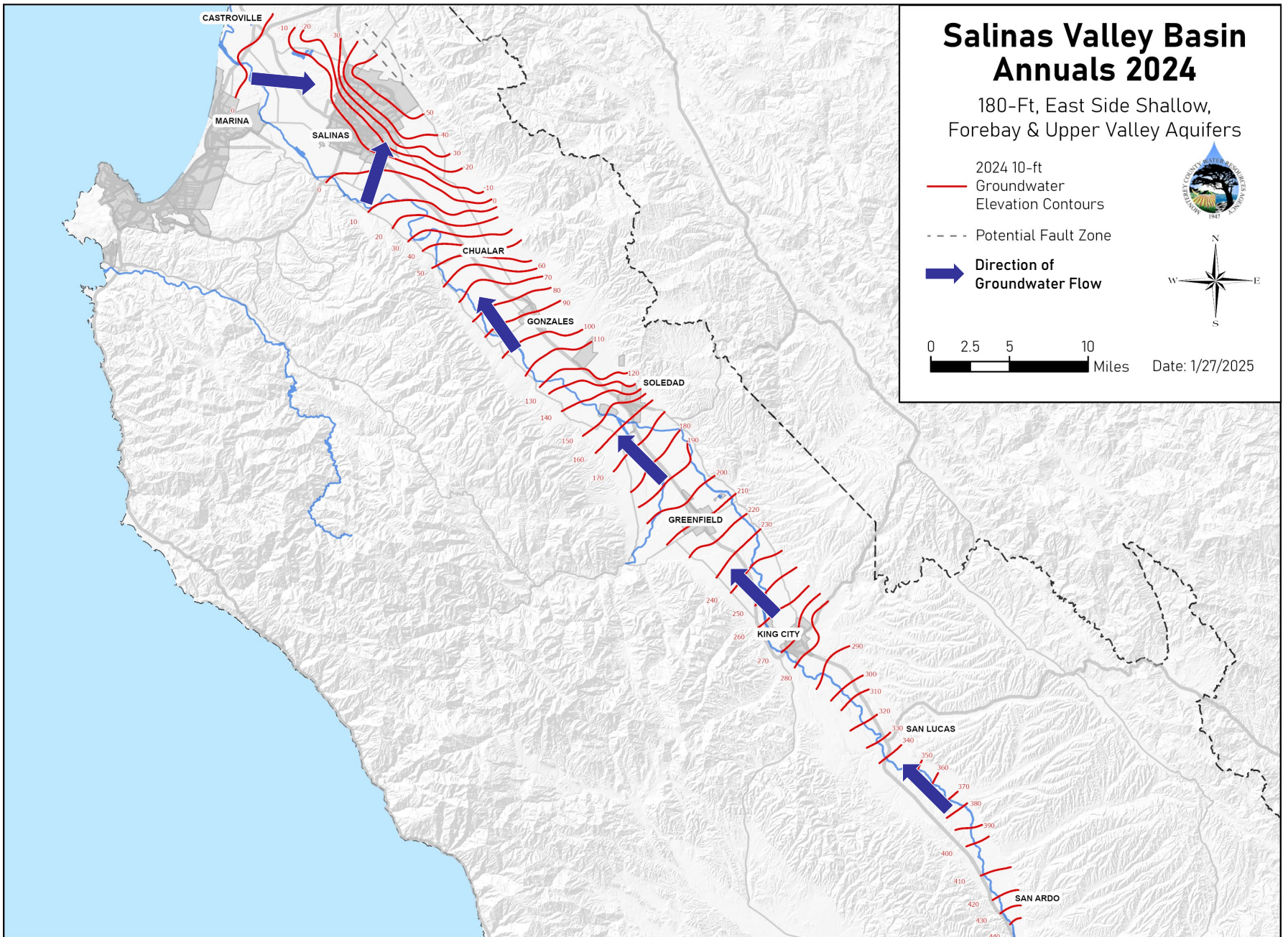
- - - Potential Fault Zone

➔ Direction of
Groundwater Flow



0 2.5 5 10
Miles

Date: 1/27/2025



Note: These groundwater contours represent a regional-scale approximation of the groundwater surface, based on available hydrogeological data, illustrating general groundwater flow patterns. They should not be interpreted as precise or localized features.

Salinas Valley Basin Annuals 2024

400-foot and East Side Deep
Aquifers

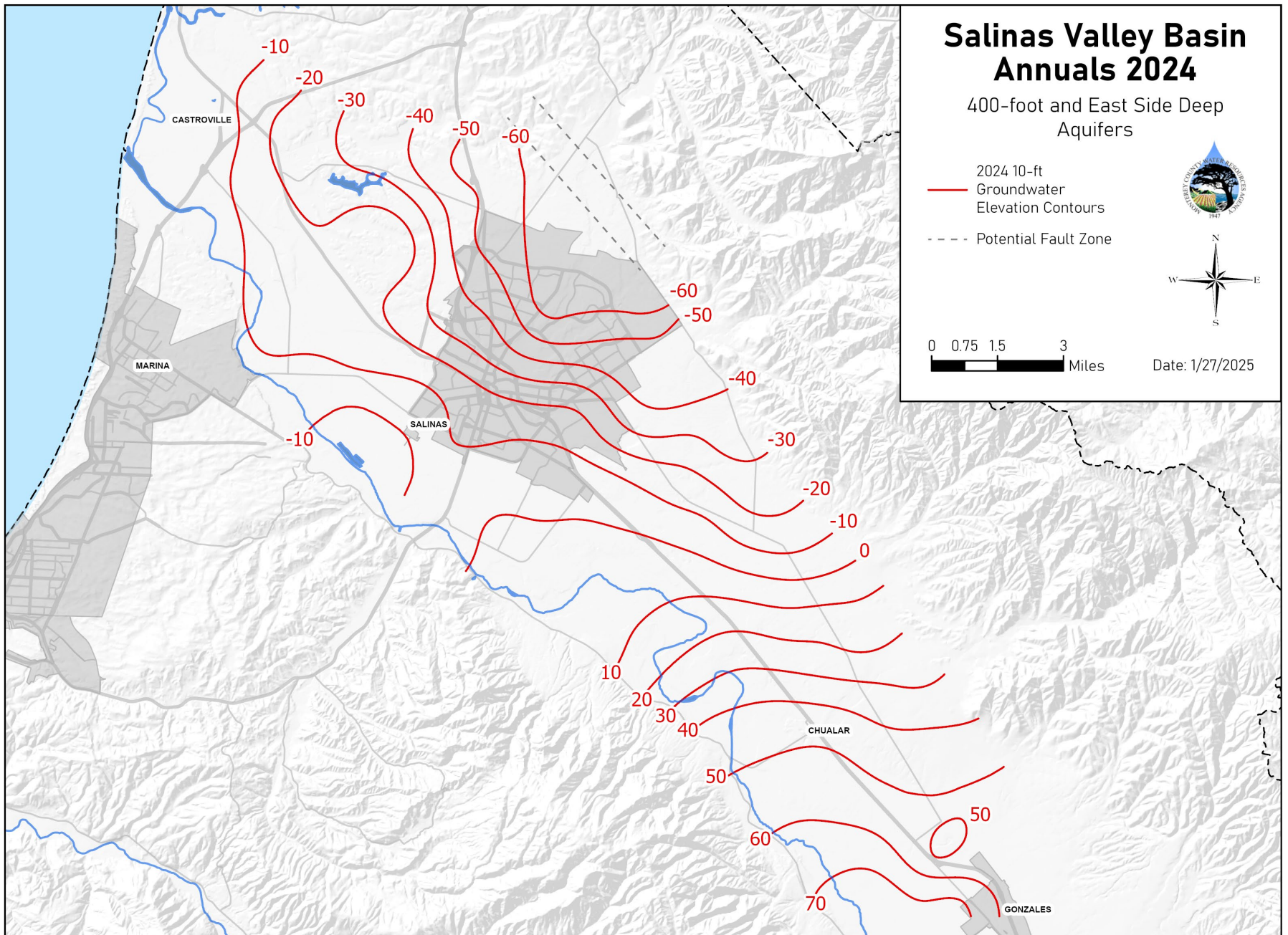
— 2024 10-ft
Groundwater
Elevation Contours

- - - Potential Fault Zone



0 0.75 1.5 3
Miles

Date: 1/27/2025

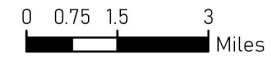
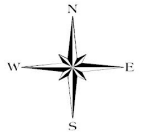


Note: These groundwater contours represent a regional-scale approximation of the groundwater surface, based on available hydrogeological data, illustrating general groundwater flow patterns. They should not be interpreted as precise or localized features.

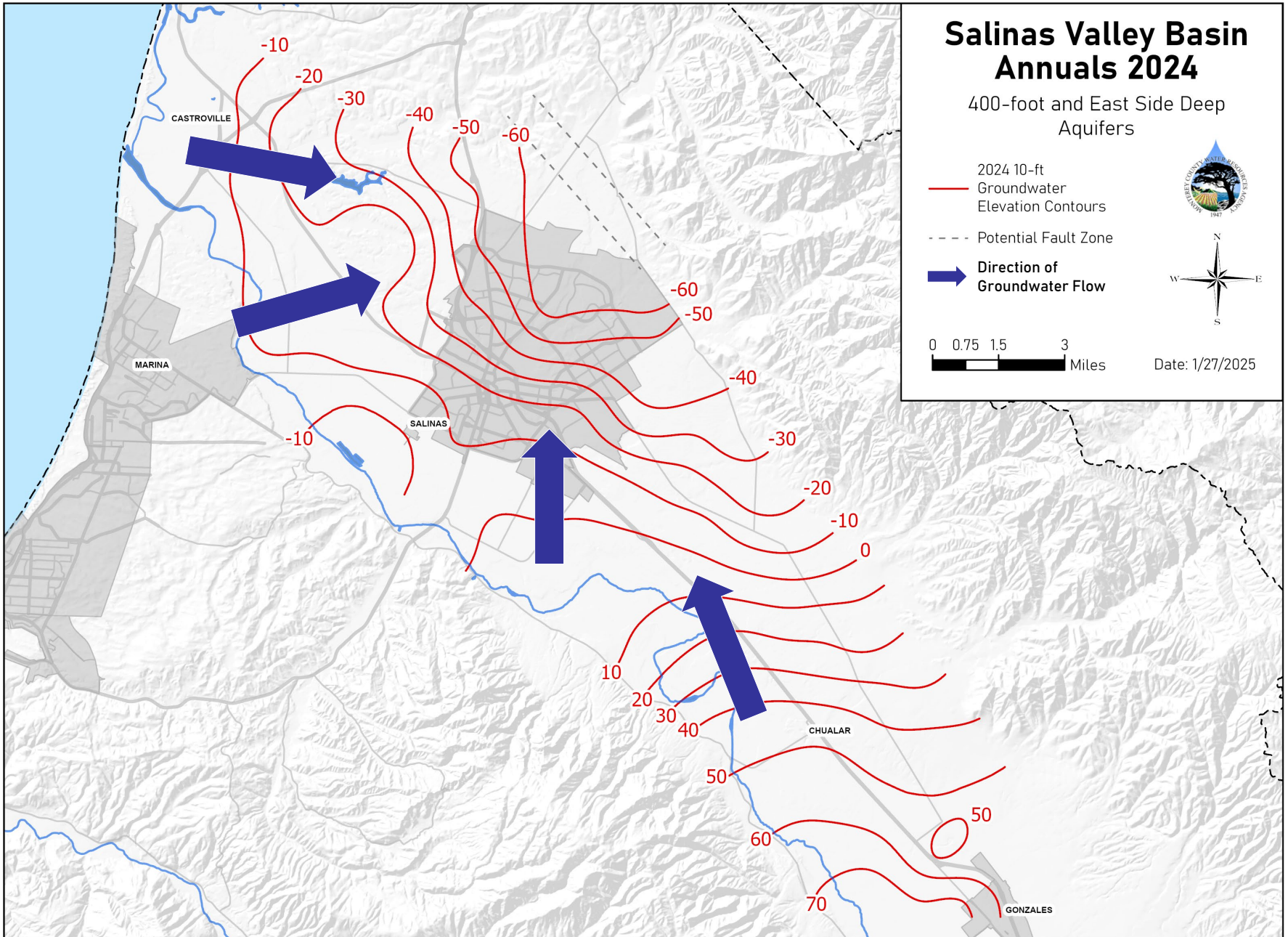
Salinas Valley Basin Annuals 2024

400-foot and East Side Deep
Aquifers

- 2024 10-ft Groundwater Elevation Contours
- - - Potential Fault Zone
- ➔ Direction of Groundwater Flow



Date: 1/27/2025



Note: These groundwater contours represent a regional-scale approximation of the groundwater surface, based on available hydrogeological data, illustrating general groundwater flow patterns. They should not be interpreted as precise or localized features.

Annual 2024 Summary: Changes Since 2023

- 180-Ft Aquifer, East Side Shallow, Forebay, Upper Valley
 - Increase near coast of 0-2'
 - Overall rise in the East Side trough and the area north of Salinas by 1-10 feet
 - Overall increase in elevations of 2-5' between Salinas and Greenfield, and 1-2' between Greenfield and San Lucas
 - South of San Lucas, levels similar to last year
 - Localized decreases throughout the valley
- 400-Ft Aquifer, East Side Deep
 - Increase near coast of 1-3'
 - Overall rise in the East Side trough and the area north of Salinas by 1-8 feet.
 - Increase in elevations up valley of 1-5'
 - Localized decreases

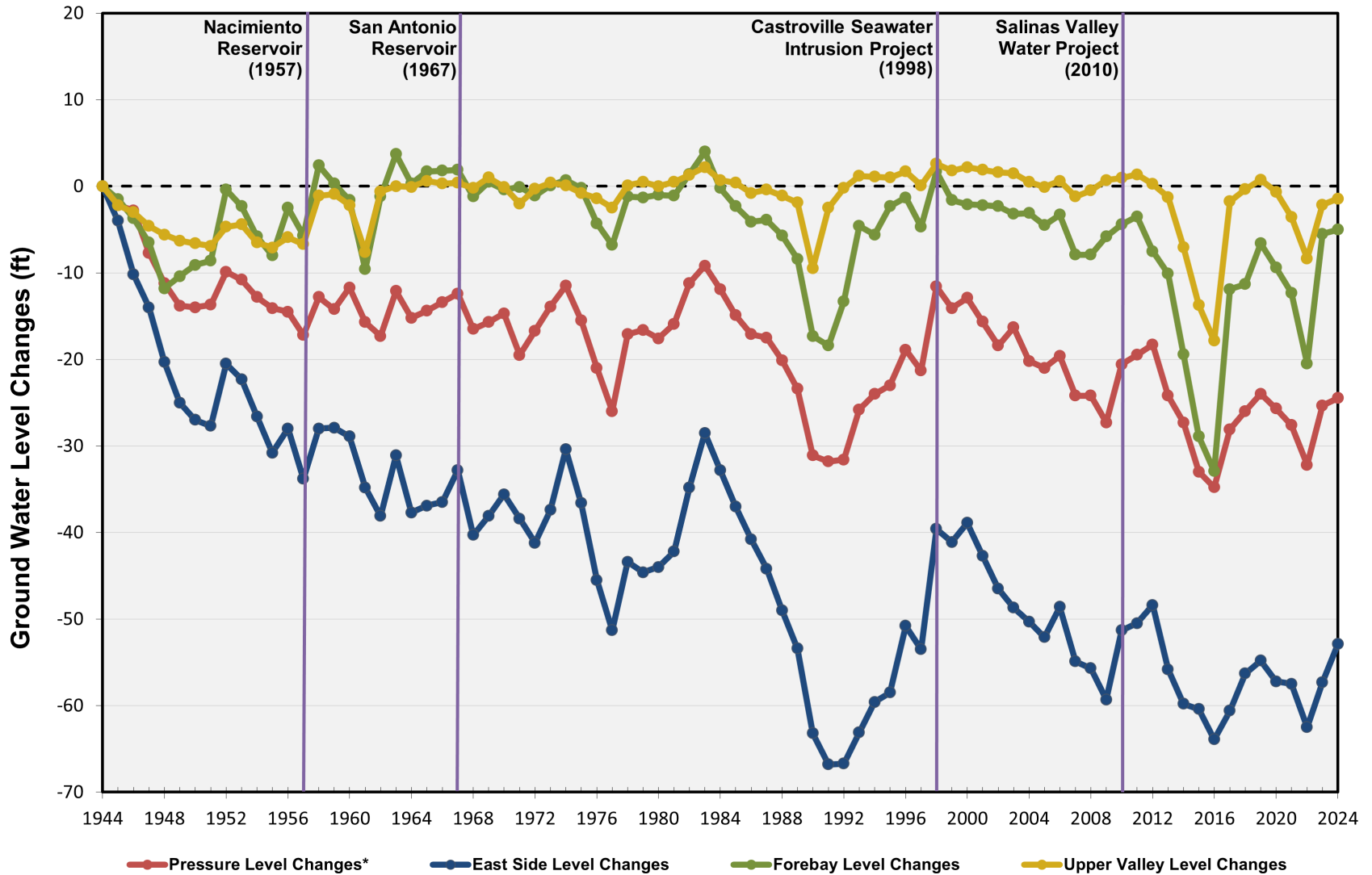


Cumulative Change Chart

- Cumulative summary of the average annual change, for each subarea
- Groundwater storage changes and trends since 1944

Salinas Valley Groundwater Level Changes

1944 - 2024 Average Annual Groundwater Level Changes

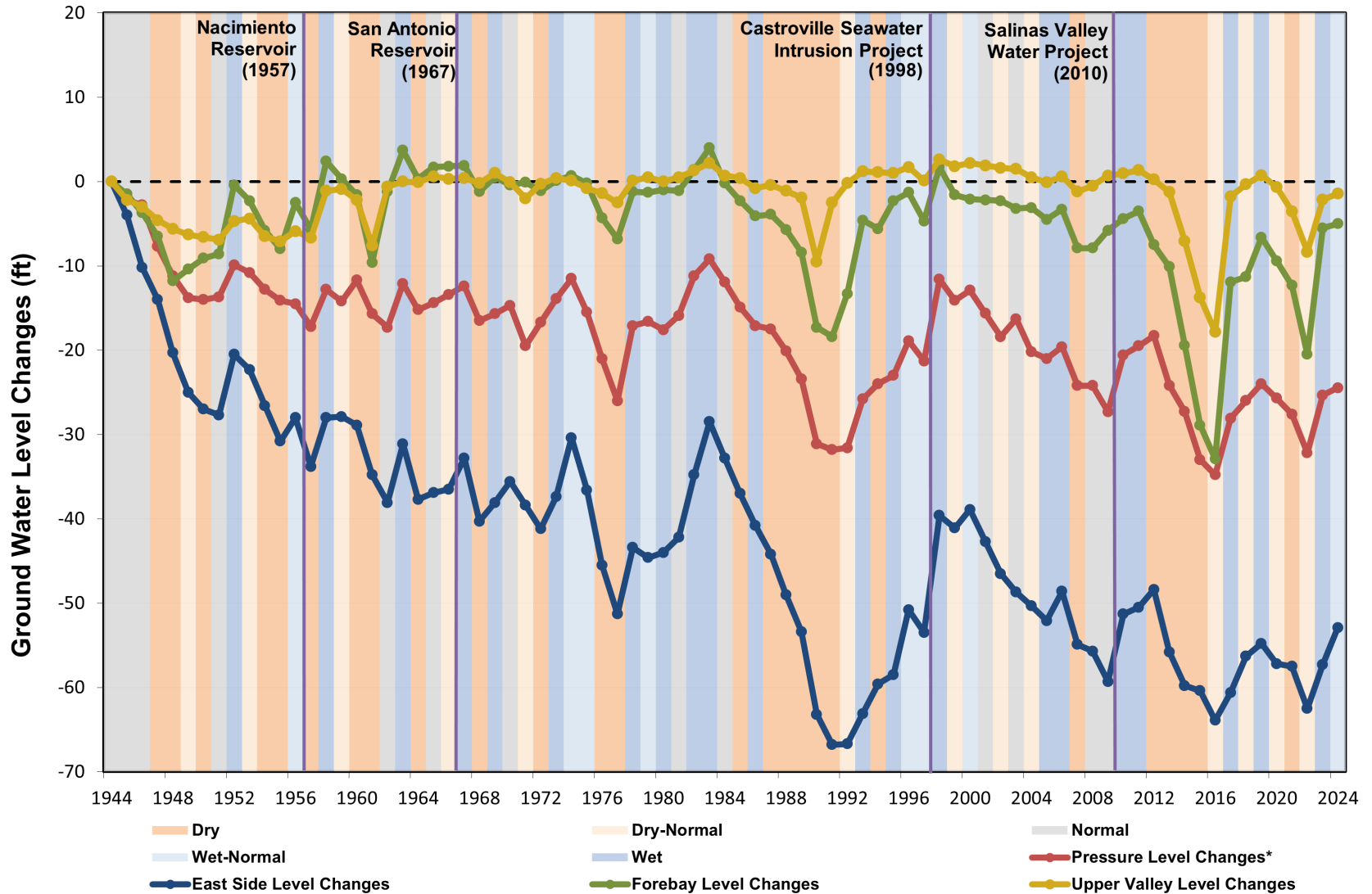


*Level Changes for the Pressure subarea are calculated using a weighted average between the 180-Ft and 400-Ft Aquifers.



Salinas Valley Groundwater Level Changes

1944 - 2024 Average Annual Groundwater Level Changes



*Level Changes for the Pressure subarea are calculated using a weighted average between the 180-Ft and 400-Ft Aquifers.





County of Monterey

Item No.15

Board Report

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

Legistar File Number: WRAG 25-025

February 18, 2025

Introduced: 2/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Reservoir Storage Release Update. (Staff: Chris Calderon and Peter Kwiek)

Reservoir Storage & Release Update

SUMMARY/DISCUSSION:

The Board of Directors receives monthly updates on the status of Agency reservoirs.

RESERVOIR ELEVATION / STORAGE: As of February 10, 2025, San Antonio Reservoir has a water surface elevation of approximately 759.70 feet (NGVD 29), with 234,925 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 766.65 feet, with 213,315 acre-feet of water in storage. San Antonio Reservoir is currently at 70% of storage capacity and Nacimiento Reservoir is at 56% of capacity.

RAINFALL: Precipitation events in late January had minimal effect on the system while events in early February have produced flow to both reservoirs. Since February 1st storage volumes at San Antonio and Nacimiento reservoirs have increased by approximately 2,300 and 17,000 acre-feet, respectively.

SALINAS LAGOON: The lagoon has been closed to the ocean since July 11, 2024.

RESERVOIR RELEASES: Minimum fisheries releases have continued to be made from both reservoirs since the end of conservation releases in October. Approximate releases as of the morning of February 10, 2024:

- Nacimiento Reservoir: 60 cfs
- San Antonio Reservoir: 10 cfs

Total releases from both reservoirs to the Salinas River are approximately 70 cfs. The following “provisional” flows have been recorded by the USGS:

- Salinas River near Bradley: 67 cfs
- Salinas River at Soledad: 33 cfs
- Salinas River near Chualar: 1 cfs
- Salinas River near Spreckels: No flow

Prepared by: Christopher Calderon, Water Resources Technician (831) 755-4860
Peter Kwiek, Associate Hydrologist (831) 755-4860

MONTEREY COUNTY

WATER RESOURCES AGENCY

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



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

January 28, 2025

Piret Harmon, General Manager
Salinas Valley Basin Groundwater Sustainability Agency
P.O. Box 1350
Carmel Valley, CA 93924
VIA EMAIL: harmonp@svbgsa.org

Re: Request for Third Amendment to Subgrant Agreement Between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600014638

Dear Ms. Harmon:

Monterey County Water Resources Agency (MCWRA) requests an amendment to its Subgrant Agreement with Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) for activities funded by SVBGSA's Department of Water Resources Sustainable Groundwater Management Act (SGMA) Implementation Grant Agreement No. 4600014638. This amendment request includes both an extension of time to complete three of the Components and an amendment to the total funds of some of the components.

As has been noted in the quarterly progress reports, there have been delays in completing Component 3, Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades, Category (b) Task 1. Hydraulic Modeling. The subsequent tasks rely on completion of the model, which is now in its final phase of completion. There have also been delays in full completion of Component 7: Compliance Reporting and Data Expansion. Substantial progress has been made in this component which includes the development of an ordinance and supporting Groundwater Monitoring Program Manual. Additional time would ensure full completion of the tasks. Additionally, new tasks have been identified for MCWRA to perform related to Component 8: Implement Deep Aquifer Study Recommendations, and therefore, additional time is necessary for completion of that work. MCWRA requests a six-month extension to the subgrant agreement, with a final completion date of September 30, 2025, to ensure full completion of Components 3, 7 and 8.

MCWRA also requests some changes to the allocated funding of various tasks, with a total subgrant agreement funding increase of \$1,302. Specifically, MCWRA requests the following amendments to its subgrant agreement:

Exhibit A Work Plan Modifications

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

- Modify Category (b) Task 3. Review Technical Studies/Basis of Design Technical Memorandum and

[The Water Resources Agency manages water resources sustainably while minimizing impacts from flooding for present and future generations.](#)

remove the following deliverables:

- Geotechnical Investigation Technical Memorandum
- Property Survey
- Modify Category (c) Task 7. Distribution System Booster Enhancements and remove the following deliverable:
 - Commissioning documentation by a qualified professional Record drawings/as-built drawings

Component 8, Deep Aquifer Study Implementation

- Add Task 1: Assess Implementation of Interim Local Management Options
 - Implement interim local management options in partnership with Monterey County, including staff development of recommended management actions, legal review and Board approval.
 - Deliverables:
Interim Management Recommendations Memorandum
- Add Task 2: Development of Long-Term Local and Long-Term Regional Management Actions
 - Operationalize both local and regional management actions that will be recommended for immediate action which will include policy development, legal review, and Board approval.
 - Deliverables:
Management Recommendations Memorandum
~~Draft and Final Ordinance~~
Monitoring Plan

Exhibit B Budget Amendment Request (see attachment for tabular details)

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

- Reduce the subgrant amount in Category (c) from \$1,387,000 to \$1,097,000
 - The removal of the site specific geotechnical and survey work results in a reduction of \$290,000. This reduction in the planning, design and environmental work will allow the MCWRA to enhance the implementation items in this component.
- Increase the subgrant amount in Category (b) from \$160,000 to \$450,000
 - The implementation of the CSIP Optimization Booster Pumps is progressing well. The time extension will allow for completion of the additional motor control work that was not previously being funded under this grant award due to long lead times. These efforts are now anticipated to be completed within the grant term.

Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

- Reduce the subgrant amount in Category (c) from \$45,000 to \$36,302
 - Return \$8,698 to SVBGSA for unspent funds. SVBGSA has informed MCWRA that no additional work is needed and therefore requested that this money be returned for their use on this Component.

Component 8, Deep Aquifer Study Implementation

- Increase the subgrant amount of Category (b) from \$0 to \$10,000
 - Staff perform activities related to Task 1 (Assess Implementation of Interim Local Management Options) and on Task 2 (Development of Long-Term Local and Long-Term Regional Management Actions). Activities include coordinating with SVBGSA and other local agency partners on interim management recommendations and on developing the Monitoring Plan deliverable and review/comment on draft ordinance deliverable

We will gladly work with you to propose these changes to DWR prior to completing these requested subgrant amendments. Please reach out to Shaunna Murray, Deputy General Manager, at MurraySL@countyofmonterey.gov, with any questions.

Sincerely,

DocuSigned by:

Ara Azhderian

Ara Azhderian

General Manager

cc: Sarah Hardgrave, SVBGSA Deputy General Manager
Shaunna Murray, MCWRA Deputy General Manager

Encl: Attachment 1: Budget Amendment Request Table

Attachment 1: Budget Amendment Request

Components	MCWRA Subgrant	MCWRA Amendment 2	MCWRA Amendment 3	MCWRA Amended Total
Component 1: Grant Agreement Administration				
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant				
Category (c). Implementation/Construction	1,185,000	310,000		1,495,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades				-
Category (a): Component Administration	5,000			5,000
Category (b): Planning / Design / Environmental	520,000	867,000	(290,000)	1,097,000
Category (c). Implementation/Construction	1,622,000	(1,462,000)	290,000	450,000
Category (d). Monitoring/Assessment	3,000			3,000
Total				-
Component 4: Interested Parties Outreach and Engagement				-
Category (a): Component Administration				-
Category (e): Engagement/Outreach				-
Total				-
Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery				-
Category (a): Component Administration				-
Category (b): Planning / Design / Environmental	45,000		(8,698)	36,302
Total				-
Component 6: Demand Management Feasibility				-
Category (a): Component Administration				-
Category (b): Planning / Design / Environmental				-
Category (e): Engagement/Outreach				-
Total				-
Component 7: Compliance Reporting and Data Expansion				-
Category (a): Component Administration				-
Category (b): Planning / Design / Environmental		250,000		250,000
Category (c). Implementation/Construction	310,000	(250,000)		60,000
Total				-
Component 8: Implement Deep Aquifer Study Recommendations				-
Category (a): Component Administration				-
Category (b): Planning / Design / Environmental			10,000	10,000
Total				-
Component 9: Seawater Intrusion Feasibility Study				-
Category (a): Component Administration				-
Category (b): Planning / Design / Environmental	131,000	(56,000)		75,000
Total				-
TOTAL	3,821,000	(341,000)	1,302	3,481,302

**SECOND AMENDMENT TO THE
SUBGRANT AGREEMENT BETWEEN THE SALINAS VALLEY BASIN GROUDWATER
SUSTAINABILITY AGENCY AND MONTEREY COUNTY WATER RESOURCES AGENCY,
RELATED TO GRANT AGREEMENT NUMBER 4600014638 SUSTAINABLE
GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

This Second Amendment to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant (Agreement) is made on July 16, 2024.

RECITALS

The Parties entered into that certain Subgrant Agreement dated October 10, 2022, and executed the First Amendment on July 17, 2023. The Parties now desire to amend the terms of the Agreement as more particularly set forth herein.

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO AGREEMENT

Section 3 is amended as follows:

3) **SUBGRANTEE ELIGIBLE GRANT FUND AMOUNT.** The Subgrantee is only eligible to receive Grant Funds for **Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Recycled Water Plant; Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades; Component 5 Aquifer Storage and Recovery – assistance with Task 2 and 4; and Component 7: Compliance Reporting and Data Expansion – Task 5 Well Registration and Metering; and Component 9 Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study (“Subgrantee Projects”)**. The not to exceed costs for the five Components are \$1,495,000 for Component 2; \$1,555,000 for Component 3; \$45,000 for Component 5; \$310,000 for Component 7; and \$75,000 for Component 9 as estimated by SVBGSA. Eligible costs for the Subgrantee Projects include those directly related to Exhibit A incurred after December 17, 2021, but before March 31, 2025.

Exhibit A is amended as follows:

**EXHIBIT A
WORK PLAN**

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to operated year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water and the sustainability of the Salinas Valley Groundwater Basin

and decrease the need to rely on groundwater. Component 2 will enable reduced use of MCWRA's Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

Category (c). Implementation/Construction

Task 1. Construction of Scrubber Upgrade

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

Deliverables:

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

COMPONENT 3: CSIP DISTRIBUTION SYSTEM UPGRADES

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. Condition assessments, modeling, identification of system improvements, and design work will support the development of a Recycled Water Master Plan to implement the CSIP Optimization Project in the 180/400-foot Aquifer Subbasin GSP, along with Booster Station Enhancements to improve existing operations. This will result in design of a future improvement that reduce pumping from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing content of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90-days before the end date for the component as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30-days of receipt,

when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30-days before the Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30-days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1. Hydraulic Modeling

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the Salinas Valley Reclamation Plant production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

Deliverables:

- Information Needs List
- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

Task 2. Development of Water Scheduling System

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce Supplemental Well use in the critically over-drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

Task 3. Review Technical Studies/Basis of Design Technical Memorandum

Select a preferred alternative for system improvement designs, based on the Final Modeling Results Technical Memorandum in Task 1. Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary. Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

Task 4. Design Plans, Specifications, Estimates, & Bids

Develop the 60% design plans and specifications for the component and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. Review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager.

Deliverables:

- 60% design plans and specifications

Task 5: Distribution System Modeling

Utilize the Hydraulic Model to develop several scenarios to upgrade CSIP, including the Feasibility of Aquifer Storage and Recovery and the Seawater Intrusion Extraction Barrier/Regional Water Supply as potential new sources of supply for the CSIP system. Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into ASR wells. Identify other improvements to existing distribution system for CSIP optimization.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options.

Task 6. Inputs to Recycled Water Master Plan

Using Distribution Modeling results, provide input into the development of a Recycled Water Master Plan to outline system upgrades needed for CSIP optimization.

Deliverables:

- Technical memorandum with recommendations for inclusion in a Recycled Water Master Plan.

Category (c). Implementation / Construction

Task 7. Distribution System Booster Enhancements.

There are three booster stations located in the CSIP distribution system that were designed to provide increased pressure during low pressure situations in the system as well as aid in circulating water to the far end lines of the system during high demand usage. Being a gravity fed distribution system, maintaining adequate pressures can be challenging, especially in high demand situations. Groundwater wells often are utilized to boost pressure in the system when the booster stations are not able to fully address the low pressure problems.

Identify a plan and approach for performance enhancements on the Molera, Lapis and Espinosa booster stations' pumps and motors to include necessary overhaul and modifications. The plan will also retrofit and upgrade of the booster station motor controls to a variable frequency drive (VFD) control unit. This will allow more variability and control of the station pressure output and flow, equalizing the pressure need and moving away from groundwater pumping pressure usage. The VFD units also add great efficiency with electrical usage, resulting in a reduction in electrical consumption. Implementation of the performance enhancements will be cycled through each of the booster stations in order to keep each one functional during the peak irrigation season. Ultimately, the booster pump enhancements will provide increased

pressure in the system, at critical low pressure areas, which then decreases need for turning on groundwater wells for addressing the low pressure.

Deliverables:

- Photograph documentation
- Commissioning documentation by a qualified professional Record drawings/as-built drawings
- Specifications of as-built design

Category (d): Monitoring / Assessment

Task 8: Monitoring Plan

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well as determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. The component further utilizes the CSIP Distribution System Model to understand operational constraints.

Category (b): Planning / Design / Environmental

Task 2: Assessment of Project Constraints

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with Monterey County Water Resources Agency to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the subbasin. The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the 180/400-Foot Aquifer Subbasin. Well metering will not

include *de minimus* well users. The well registration and well metering work will occur in collaboration with the Monterey County Water Resources Agency (MCWRA) and the existing Groundwater Extraction Management System (GEMS) program.

Category (b): Planning / Design / Environmental

Task 4: Well Registration and Metering

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and Monterey County Water Resources Agency to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report
- Program Implementation Fee Study

COMPONENT 9: SEAWATER INTRUSION FEASIBILITY STUDY

Category (b): Planning / Design / Environmental

Task 1: Feasibility Study - Water quality sampling to provide data to determine location options for extraction wells and brackish water treatment plant.

Exhibit B is amended as follows:

**EXHIBIT B
BUDGET**

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022- 2024) (Project)

Sub Grantee: MCWRA Components	Grant Amount
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	\$1,495,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	\$1,555,000
Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery	\$45,000
Component 7: Compliance Reporting and Data Expansion	\$310,000
Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study	\$75,000
Total:	\$3,480,000

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant

Budget Categories	Grant Amount
(c) Implementation / Construction	\$1,495,000
Total:	\$1,495,000

Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Engineering / Design	\$1,387,000
(c) Implementation / Construction	\$160,000
(d) Monitoring / Assessment	\$3,000
Total:	\$1,555,000

Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

Budget Categories	Grant Amount
(b) Planning / Engineering / Design – Primary Tasks for engagement will by Task 2 and Task 4	\$45,000
Total:	\$45,000

Component 7: Compliance Reporting and Data Expansion

Budget Categories	Grant Amount
(b) Planning / Engineering / Design	\$250,000
(c) Implementation / Construction – Task to be Co-Implemented: [1] Well Registration and Metering (\$200,000) and [2] Modeling Updates (\$100,000)	\$60,000
Total:	\$310,000

Component 9: Seawater Intrusion Feasibility Study

Budget Categories	Grant Amount
(b) Planning / Design / Environmental	\$75,000
Total:	\$75,000

Exhibit C is amended as follows:

**EXHIBIT C
SCHEDULE**

GRANT TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Categories	Start Date	End Date
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	July 1, 2022	November 30, 2023
(a) Component Administration	NA	NA
(b) Planning / Engineering / Design	NA	NA
(c) Implementation / Construction	July 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades	December 17, 2021	December 31, 2024
(a) Component Administration	October 3, 2022	March 31, 2025
(b) Environmental / Engineering / Design	October 3, 2022	January 31, 2025
(c) Implementation / Construction	October, 2024	March 31, 2025
(d) Monitoring / Assessment	September 1, 2023	March 31, 2025
(e) Engagement / Outreach	NA	NA
Component 7: Compliance Reporting and Data Expansion		
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Reporting and Data Expansion	December 17, 2021	June 30, 2024
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach		NA
Component 9: Seawater Intrusion Feasibility Study		
(b) Planning / Engineering / Design	July 17, 2023	January 31, 2025

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D is amended as follows:

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN G ROUNDWATER MANAGEMENT AGENCY
AGREEMENT NUMBER 4600014638
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT 3**

(insert)

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN GROUNDWATER MANAGEMENT AGENCY
AGREEMENT NUMBER 4600014638**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT 3**

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

1. **PURPOSE.** The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date of grant execution and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2025, and no funds may be requested after JUNE 30, 2025.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$7,600,000.
4. **GRANTEE COST SHARE.** Not applicable.
5. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines (2021 Guidelines)*.
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 14, "Project Monitoring Plan Requirements."

- 6. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after DECEMBER 17, 2021, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or Spending Plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Maria Jochimsen at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Maria Jochimsen at Maria.Jochimsen@water.ca.gov.

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

9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

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

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

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

11. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report and associated quarterly invoice should be submitted to the State no later than NOVEMBER 30, 2022, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion or before the work completion date in Paragraph 2, whichever is earliest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibit F, "Report Formats and Requirements". Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State. The Grantee must submit the draft Grant Completion Report to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date listed in Paragraph 2. The Grantee must obtain the DWR Grant Manager's approval of the report within 30 days after the work completion date.
- E. Post-Performance Reports (PPRs): The Grantee shall submit PPRs to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable

for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, “Default Provisions.”

14. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, “Work Plan”, a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, “Monitoring and Maintenance Plan Components”. The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
15. STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, “Requirements for Data Submittal” for web links and information regarding other State monitoring and data reporting requirements.
16. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, “Final Inspections and Certification of Registered Civil Engineer.” The Grantee shall notify the State’s Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.

- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Salinas Valley Basin GSA
Piret Harmon
General Manager,
P.O. Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512 x 207
Cell: (650) 860-0209
Email: harmonp@svbgasa.org

Direct all inquiries to the Grant Manager:

Department of Water Resources
Maria Jochimsen
Environmental Scientist,
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-7423
Email: Maria.Jochimsen@water.ca.gov

Salinas Valley Basin GSA
Sarah Hardgrave,
Deputy General Manager,
P.O. Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512 x 208
Cell: (831) 717-8403
Email: hardgraves@svbgasa.org

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

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

- Exhibit A– Work Plan
- Exhibit B– Budget
- Exhibit C– Schedule
- Exhibit D– Standard Conditions
- Exhibit E– Authorizing Resolution Accepting Funds

- Exhibit F– Report Formats and Requirements
- Exhibit G– Requirements for Data Submittal
- Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees
- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Local Project Sponsors
- Exhibit L– Appraisal Specifications
- Exhibit M– Information Needed for Escrow Process and Closure
- Exhibit N– Project Monitoring Plan Guidance
- Exhibit O– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Salinas Valley Basin GSA

Carmel Brown
Branch Manager, Financial Assistance Branch

Piret Harmon
General Manager

Date _____

Date _____

Approved as to Legal Form and Sufficiency

_____ for

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date _____

Exhibit A

WORK PLAN

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Project Description: This Work Plan includes activities associated with planning, development, preparation and/or implementation of the Dry Chlorine Scrubber Upgrade, Castroville Seawater Intrusion Project Distribution System Upgrades, Interested Parties Outreach and Engagement, Feasibility Studies on Aquifer Storage and Recovery, Demand Management Feasibility, Compliance Reporting and Data Expansion and Operationalize Deep Aquifer Study Recommendations along with grant administration tasks for the 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022 – 2024). The Project consists of nine Components:

- Component 1: Grant Agreement Administration
- Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant
- Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades
- Component 4: Interested Parties Outreach and Engagement
- Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery
- Component 6: Demand Management Feasibility
- Component 7: Compliance Reporting and Data Expansion
- Component 8: Implement Deep Aquifer Study Recommendations
- Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study

COMPONENT 1: GRANT AGREEMENT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

If not addressed in a component category (a), Component Administration, prepare Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for each component as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before each Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within

30 days after the end date. All deliverables listed within the Work Plan shall be submitted with each Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion report. However, all eligible charges accrued after the work completion date in Paragraph 2 will not be reimbursed. The retention invoice must be received, processed, and through DWR's accounting office by the not funds may be requested after date outlined in Paragraph 2. All deliverables listed within the Work Plan shall be submitted with the Final Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Component 1 also includes grant management for all Components to execute the work plan, including coordination of subgrant agreements, preparation of agreements for performance of work to complete grant components and deliverables, oversight and coordination with consultants and contractors, and related activities.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports
- Draft and Final Grant Completion Reports

COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to be operated year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water, and the sustainability of the Salinas Valley Groundwater Basin by decreasing reliance on groundwater. Component 2 will enable reduced use of Monterey County Water Resources Agency's (MCWRA) Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

Category (a): Component Administration

Not applicable for this Component

Category (b): Planning / Design / Environmental

Not applicable for this Component

Category (c). Implementation/Construction

Task 1. Construction of Scrubber Upgrade

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and

instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

Deliverables:

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

Category (d): Monitoring / Assessment

Not applicable for this Component.

Category (e): Engagement / Outreach

Not applicable for this Component.

COMPONENT 3: CATROVILLE SEAWATER INTRUSION PROJECT (CSIP) DISTRIBUTION SYSTEM UPGRADES

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. Condition assessments, modeling, identification of system improvements, and design work will support the development of a Recycled Water Master Plan to implement the CSIP Optimization Project in the 180/400-foot Aquifer Subbasin GSP, along with Booster Station Enhancements to improve existing operations. This will result in design of a future improvement that reduce total pumping from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

Category (a): Component Administration

Prepare reports detailing Component 3 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 3 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 3 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1. Hydraulic Modeling

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the SVRP production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

Deliverables:

- Information Needs List
- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

Task 2. Development of Water Scheduling System

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce supplemental well use in the critically over-drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

Task 3. Review Technical Studies/Basis of Design Technical Memorandum

Select a preferred alternative for system improvement designs, based on the Final Modeling Results Technical Memorandum in Task 1. Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary.

Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

Task 4. Design Plans, Specifications, Estimates, & Bids

Develop the 60% design plans and specifications for Component 3 and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. Review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager.

Deliverables:

- 60% design plans and specifications

Task 5. Distribution System Modeling

Utilize the Hydraulic Model to develop several scenarios to upgrade CSIP, including the Feasibility of Aquifer Storage and Recovery and the Seawater Intrusion Extraction Barrier/Regional Water Supply as potential new sources of supply for the CSIP system. Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into ASR wells. Identify other improvements to existing distribution system for CSIP optimization.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options

Task 6. Inputs to Recycled Water Master Plan

Using Distribution Modeling results, provide input into the development of a Recycled Water Master Plan to outline system upgrades needed for CSIP optimization.

Deliverables:

- Technical memorandum with recommendations for inclusion in a Recycled Water Master Plan.

Category (c). Implementation / Construction**Task 7. Distribution System Booster Enhancements**

There are three booster stations located in the CSIP distribution system that were designed to provide increased pressure during low pressure situations in the system as well as aid in circulating water to the far end lines of the system during high demand usage. Being a gravity fed distribution system, maintaining adequate pressures can be challenging, especially in high demand situations. Groundwater wells often are utilized to boost pressure in the system when the booster stations are not able to fully address the low pressure problems.

Identify a plan and approach for performance enhancements on the Molera, Lapis and Espinosa booster stations' pumps and motors to include necessary overhaul and modifications. The plan will also retrofit and upgrade of the booster station motor controls to a variable frequency drive (VFD) control unit. This will allow more variability and control of the station pressure output and flow, equalizing the pressure need and moving away from groundwater pumping pressure usage. The VFD units also add great efficiency with electrical usage, resulting in a reduction in electrical consumption. Implementation of the performance enhancements will be cycled through each of the booster stations in order to keep each one functional during the peak irrigation season. Ultimately, the booster pump enhancements will provide increased pressure in the system, at critical low pressure areas, which then decreases need for turning on groundwater wells for addressing the low pressure.

Deliverables:

- Photograph documentation
- Commissioning documentation by a qualified professional-Record drawings/as-built drawings
- Specifications of as-built design

Category (d): Monitoring / Assessment**Task 8: Monitoring Plan**

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

Category (e): Engagement / Outreach

Not applicable for this Component.

COMPONENT 4: INTERESTED PARTIES OUTREACH AND ENGAGEMENT

Component 4 provides interested party outreach and engagement activities by the Salina Valley Basin Groundwater Sustainability Agency (SVBGSA) for feasibility assessments completed and for the demand management discussions. Extensive interested party outreach and engagement is necessary to refine projects, assess feasibility and gain project cost understanding. Component 4 will potentially provide additional interested party outreach and engagement to DACs and SDACs in the 180/400-Foot Aquifer Subbasin with the intent to keep these communities engaged in feasibility assessment and Salinas Valley Basin conditions as projects are completed, including regularly scheduled SVBGSA Advisory Committee meetings (quarterly); Board of Directors meetings (quarterly); the 180/400-Foot Aquifer Subbasin Implementation Committee (6 meetings), the Castroville Community Services District (2 meetings), the MCWRA (6 meetings).

Category (a): Component Administration

Prepare reports detailing Component 4 work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 4 as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before the Component 4 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Not applicable to this Component.

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement/Outreach

Task 1: Outreach and Engagement

Provide presentations about the feasibility study results, development of cost estimates and a structured method of assessing interested party's comments. Conduct engagement and outreach, a minimum of 25 meeting(s), with the following committees and communities over the contract period:

- SVBGSA Board of Directors (4 meetings)
- SVBGSA Advisory Committee (4 meetings)
- SVBGSA Integrated Implementation Committee (2 meetings)
- 180/400-Subbasin Implementation Committee (6 meetings)
- Underrepresented Communities, Disadvantage Communities and Severely Disadvantaged Communities – Castroville Community Services District (2 meetings)
- MCWRA (CSIP Operations Committee; Board of Directors) (6 meetings)
- Monterey 1 Water Board of Directors (1 meeting)

Produce accessible communications products including web page information, detailed project descriptions, public presentations, and hosting of public workshops.

Deliverables:

- Provide copies of presentation material
- Copy of committee/board meeting agendas and/or minutes
- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletter
- Agenda and minutes of at least 5 public workshops

Task 2: Project and Management Actions Feasibility Update Report

Provide information on interested party's preference, as well as other portfolios of projects and management actions that achieve additional outcomes to the Board of Directors in assessing possible projects to move forward for sustainability outcomes.

Deliverables:

- Project and Management Actions Feasibility and Costs Update Report
- Board of Directors selection of project portfolio

COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well at determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. Component 5 further utilizes the CSIP Distribution System Model to understand operational constraints.

Category (a): Component Administration

Prepare reports detailing Component 5 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 5 as outlined in Exhibit C. DWR's Grant Manager will

review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 5 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Modeling Ability to Address Seawater Intrusion and Groundwater Elevations

Quantify the project's expected outcomes, including its ability to address seawater intrusion and groundwater levels, using both the Salinas Valley Operational Model (SVOM) and the variable density seawater intrusion model. Run multiple model simulations with various injection well distributions to assess the outcomes of various project designs. Analyze project in comparison to a no-project alternative. Present outcomes as averages for the modeled period, and for drought years in the modeled period to demonstrate any specific drought benefits. Engage interested parties in establishing the assumptions for model simulations.

Deliverable:

- Model output description and technical memorandum

Task 2: Assessment of Project Constraints

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with MCWRA to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

Task 3: Initial Water Quality Analysis for Project Permitting

Demonstrate a history of river water quality in order to assist in obtaining regulatory permits. Complete a river and groundwater sampling plan that establishes seasonal fluctuations in river quality.

Deliverables:

- Water quality results and findings memorandum

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 6: DEMAND MANAGEMENT FEASIBILITY

Component 6 will develop a policy framework for how and when a Demand Management Program within the 180/400-Foot Aquifer Subbasin (Subbasin) could reduce the total volume of supply that needs to be generated to reach sustainability as well as determining how extraction can be fairly divided and managed within the Subbasin including voluntary, incentive-based and mandatory programs frameworks. This work will include water rights analysis, facilitated demand-side goal setting with irrigators, and demand management policy framework for adoption by the SVBGSA Board of Directors.

Category (a): Component Administration

Prepare reports detailing Component 6 work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 6 as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before the Component 6 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environment

Task 1: Demand Management Program

Prepare an examination of the legal basis and constraints that must be addressed for a Demand Management Program and present to interested parties, the Advisory Committee, and the Board of Directors.

Deliverables:

- Copy of Demand Management Legal Analysis

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Task 2: Interested Party Outreach

Facilitate discussion by interested parties to review and determine Demand Management options and expected results. Identify core policy considerations, as well as the functional components of the program, relevant SGMA statutes, and the intended approach for the program. Complete a report of facilitated interested party agreements on program type, guiding policy, and recommended type of demand-side management.

Deliverables:

- Copy of meeting minutes and outcomes

- Copy of Core policy memorandum
- Copy of interested party agreements and recommendations

COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the 180/400-Foot Aquifer Subbasin (Subbasin). The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the Subbasin. Well metering will not include *de minimus* well users. The well registration and well metering work will occur in collaboration with the MCWRA and the existing Groundwater Extraction Management System (GEMS) program.

Category (a): Component Administration

Prepare reports detailing Component 7 work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 7 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 7 as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before the Component 7 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Completion of the 2023 and 2024 Annual Report

Produce annual reports using data collected during Water Years 2023 and 2024.

Deliverables:

- Copies of Annual Reports for Water Years 2023 and 2024

Task 2: Data Management System (DMS) Update

House all data for GSP development and Annual Reports. Provide public access via a web map on the SVBGSA website. Use the DMS to develop the Annual Reports. Improve the web map, as needed.

Deliverables:

- Copy Updated DMS
- Website screen shot of web map tools on SVBGSA website
- Copy of Quality Assurance Quality Control of DMS
- Website screen shots and list of example products

Task 3: Address Data Gaps Identified in 180/400-Foot Aquifer GSP

Identify at least one but up to 3 wells in the 180-Foot Aquifer and at least one but up to 3 wells in the 400-Foot aquifer for aquifer testing. Test each well for a minimum of 8 hours and follow with a 4-hour monitored recovery period.

Conduct field reconnaissance to verify the presence of groundwater dependent ecosystems (GDEs). Extend the verification of GDEs to the entire Subbasin. Complete field verification utilizing state wetland monitoring protocols including RipRam and California Rapid Assessment Method (CRAM).

Identify existing shallow wells adjacent to the Salinas River or install one or two new shallow wells along the Salinas River to establish the level of interconnection. Fill data gaps in the CASGEM well system identified in Chapter 7 of the 180/400-Foot Aquifer GSP.

Deliverables:

- GDE Mapping and Identification Memorandum
- Aquifer Properties Technical Report

Task 4: Well Registration and Metering

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and MCWRA to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report
- Program Implementation Fee Study

Category (c): Implementation / Construction

Task 5: Well Installation

Install four (4) nested or clustered deep wells to address groundwater level monitoring network data gaps.

Deliverables:

- Construction information and location of all wells installed

Task 6: Modeling Updates

Support model updates under the Salinas Valley Cooperative Model and Decision Tool Development including model version updates, climate data updates, software updates and collaborative SVOM evaluation. Complete a publicly published model. Support model updates to the Seawater Intrusion Model developed for feasibility studies and evaluating projects, including modeling of effectiveness to address seawater intrusion.

Deliverables:

- Technical Report on SVOM Model Updates and publicly published model.
- Technical Report on Seawater Intrusion Model Updates.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 8: IMPLEMENT DEEP AQUIFER STUDY RECOMMENDATIONS

Component 8 will complete the recommendations coming from the Deep Aquifer Study currently being conducted by SVBGSA and recommended in the 180/400-Foot GSP. The study will result in recommendations for management and monitoring of the Deep Aquifers. Component 8 will implement the study recommendations and may include a Deep Aquifer ordinance outlining protection management requirements and a monitoring plan consistent with the GEMS system. The study results, recommendations and monitoring program will be adopted by the SVBGSA Board of Directors.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 8 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 8 as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before the Component 8 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Assess Implementation of Interim Local Management Options

Implement interim local management options in partnership with Monterey County, including staff development of recommended management actions, legal review and Board approval.

Deliverables:

- Interim Management Recommendations Memorandum

Task 2: Development of Long-Term Local and Long-Term Regional Management Actions

Operationalize both local and regional management actions that will be recommended for immediate action which will include policy development, legal review, and Board approval.

Deliverables:

- Management Recommendations Memorandum
- Monitoring Plan

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 9: SEAWATER INTRUSION EXTRACTION BARRIER AND REGIONAL WATER SUPPLY FEASIBILITY STUDY

Component 9 will conduct feasibility studies for seawater intrusion with a focus on evaluating the technical efficacy of groundwater desalting, developing facility descriptions and locations, and estimates of capital and operating costs. Additional feasibility analysis will include well location determination, land acquisition needs, conveyance and distribution systems, and end-user assessment. Discussions with Monterey One Water and other agencies will lead to a conceptual agreement on the brine disposal options for the desalting plant. The feasibility study will include outreach to assess the willingness and ability of beneficial users, including agriculture and domestic users, to fund the project.

Category (a): Component Administration

Prepare reports detailing Component 9 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 9 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task. Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 9 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 9 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental**Task 1: Feasibility Study**

Conduct feasibility study that includes:

- **Determining location options for extraction wells and brackish water treatment plant.** Locations for the extraction wells and brackish water treatment plant will balance land availability, right of way needs, land costs, proximity to power or other infrastructure needs, and proximity to brine disposal options among other requirements. More than one location for the wells and treatment plant may be chosen for further analysis.
- **Estimate seawater intrusion conditions over time.** Use the Salinas Valley seawater intrusion model that is currently being developed to estimate future seawater intrusion conditions. This will include estimating how the location of the 500 mg/L chloride concentration front moves when the extraction well barrier is activated. Additionally, the model will estimate the concentration of brackish water extracted by the barrier, which will feed into the treatment feasibility study.
- **Initiate Feasibility Study through Draft and Final Reports.** The study will include an assessment of treatment technologies, provide anticipated annual amounts of treated water, present a conceptual treatment plant layout, provide conceptual maps of distribution systems for the treated water, and estimate capital, operating, and maintenance costs.

- **Initiate brine disposal option discussions.** Discussions regarding the options for brine disposal will be initiated with Monterey one Water (M1W) and other agencies as necessary. The outcome of these discussions will be a conceptual agreement on what modifications or upgrades to the Monterey One Water outfall and diffuser may be necessary for brine disposal.
- **Identify end users.** End users of the treated brackish water will be identified through both a public outreach process and conversations with municipalities and small water systems. This task will result in a memorandum that outlines the potential end users of the treated brackish water.
- **Final Feasibility Study to SVBGSA Committees, Advisory Committee, and Board of Directors for direction and receive direction from Board.** The findings of the Feasibility Study will be presented to appropriate SVBGSA committees and the Board.

Deliverables:

- Final Feasibility Study

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (d): Engagement / Outreach

Not applicable to this Component.

**Exhibit B
BUDGET**

Grant Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Grantee: Salinas Valley Basin GSA

Components	Grant Amount
Component 1: Grant Agreement Administration	\$310,000
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	\$1,495,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	\$1,555,000
Component 4 : Interested Parties Outreach and Engagement	\$229,500
Component 5 : Conduct Feasibility Study on Aquifer Storage and Recovery	\$300,000
Component 6 : Demand Management Feasibility	\$200,000
Component 7 : Compliance Reporting and Data Expansion	\$2,275,500
Component 8 : Implement Deep Aquifer Study Recommendations	\$40,000
Component 9 : Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study	\$1,195,000
Total:	\$7,600,000

Component 1: Grant Agreement Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$310,000
Total:	\$310,000

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$1,495,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,495,000

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$1,387,000
(c) Implementation / Construction	\$160,000
(d) Monitoring / Assessment	\$3,000
(e) Engagement / Outreach	\$0
Total:	\$1,555,000

Component 4: Interested Parties Outreach and Engagement

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$2,500
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$227,000
Total:	\$229,500

Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$20,000
(b) Planning / Design / Environmental	\$280,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$300,000

Component 6: Demand Management Feasibility

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$170,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$20,000
Total:	\$200,000

Component 7: Compliance Reporting and Data Expansion

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$470,500
(c) Implementation / Construction	\$1,800,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$2,275,500

Component 8: Implement Deep Aquifer Study Recommendations

Component 8 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$35,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$40,000

Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study

Component 9 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$1,185,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,195,000

**Exhibit C
SCHEDULE**

GRANT PROPOSAL TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Categories	Start Date	End Date
Component 1: Grant Agreement Administration	December 17, 2021	March 31, 2025
(a) Grant Agreement Administration	December 17, 2021	March 31, 2025
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	July 1, 2022	June 30, 2024
(a) Component Administration	NA	NA
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	July 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	October 3, 2022	March 31, 2025
(a) Component Administration	October 3, 2022	March 31, 2025
(b) Planning / Design / Environmental	October 3, 2022	January 31, 2025
(c) Implementation / Construction	October 31, 2024	March 31, 2025
(d) Monitoring / Assessment	October 31, 2024	March 31, 2025
(e) Engagement / Outreach	NA	NA
Component 4: Interested Parties Outreach and Engagement	December 17, 2021	March 31, 2025
(a) Component Administration	December 17, 2021	March 31, 2025
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	March 31, 2025
Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery	December 17, 2021	December 30, 2024
(a) Component Administration	December 17, 2021	December 30, 2024
(b) Planning / Design / Environmental	December 17, 2021	September 30, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 6: Demand Management Feasibility	December 17, 2021	December 31, 2024
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Planning / Design / Environmental	December 17, 2021	December 31, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	December 31, 2024
Component 7: Compliance Reporting and Data Expansion	December 17, 2021	March 31, 2025
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Planning / Design / Environmental	December 17, 2021	March 31, 2025
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

Categories	Start Date	End Date
Component 8: Implement Deep Aquifer Study Recommendations	December 17, 2021	March 31, 2025
(a) Component Administration	December 17, 2021	March 31, 2025
(b) Planning / Design / Environmental	December 17, 2021	March 31, 2025
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study	December 17, 2021	January 31, 2025
(a) Component Administration	December 17, 2021	January 31, 2025
(b) Planning / Design / Environmental	December 17, 2021	January 31, 2025
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
 - A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State

under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
 - A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of

1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines and 2021 PSP and pursuant to Paragraph 11.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.

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

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

D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement (Level I – Informal). Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
 - A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the

Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

Before the Board of Directors of the
Salinas Valley Basin Sustainable Groundwater Management Agency

Resolution No. 2022-08)
Resolution Authorizing Application to the)
California Department of Water Resources to)
obtain a grant under the 2021 Sustainable)
Groundwater Management (SGM) Grant)
Program Implementation – Round 1 Grant)
pursuant to the California Drought, Water,)
Parks, Climate, Coastal Protection, and)
Outdoor Access For All Act of 2018)
(Proposition 68) (Public Resource Code §)
80000 et. seq.)and the California Budget Act)
of 2021 (Stats. 2021 ch. 240, § 80).

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high- priority, one of which is a critically overdrafted sub-basin, and therefore is required to be managed by a GSP or coordinated GSPs by as early as January 31, 2020; and

WHEREAS, the SVBGSA completed and filed with the Department of Water Resources the 180/400-Foot Aquifer GSP by January 31, 2020; and

WHEREAS, the California Budget Act of 2021 (Stats. 2021 ch. 240, § 80) appropriates a total of \$180 million for SGMA implementation, and the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) (Public Resource Code § 80000 et. seq.) authorizes the Legislature to appropriate a total of \$120 million to DWR for drought and groundwater investments to achieve regional sustainability; and

WHEREAS, DWR is administering solicitations for the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation grant using funds authorized by the California Budget Act of 2021 and Proposition 68 for projects that encourage sustainable management of groundwater resources and support SGMA, and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. That an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 1 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the 180/400-Foot Aquifer Groundwater Sustainability Plan 2022 Implementation Program.
2. The General Manager of the Salinas Valley Basin Groundwater Sustainability Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

PASSED AND ADOPTED on this 10th day of February 2022 by the following vote, to-

wit: AYES: Directors Adams, Alejo, Bramers, Brennan, Chapin, Cremers, Granillo,

McIntyre, Stefani, and Chair Pereira

NOES:

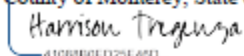
ABSENT: Director Rocha

ABSTAIN:

I, Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Directors duly made and entered in the minutes thereof for the meeting of February 10, 2022.

Dated: 2/14/2022

Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin
Groundwater Sustainability Agency,
County of Monterey, State of California



09A091AE-1E50-4476-BE3F-6715D4CFF981

Exhibit F

REPORT FORMATS AND REQUIREMENTS

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

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

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

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits

- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

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

Groundwater Level Data

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

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

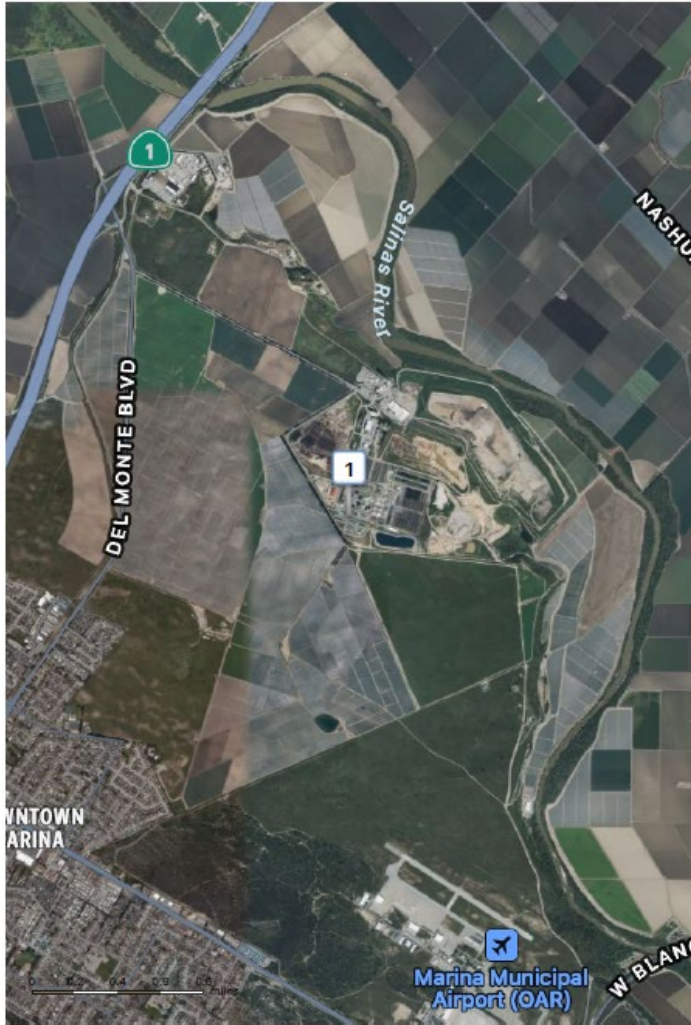
Exhibit I
PROJECT LOCATION

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Plant



Monterey One Water Plant
near Salinas

COMPONENT 2 Project Site



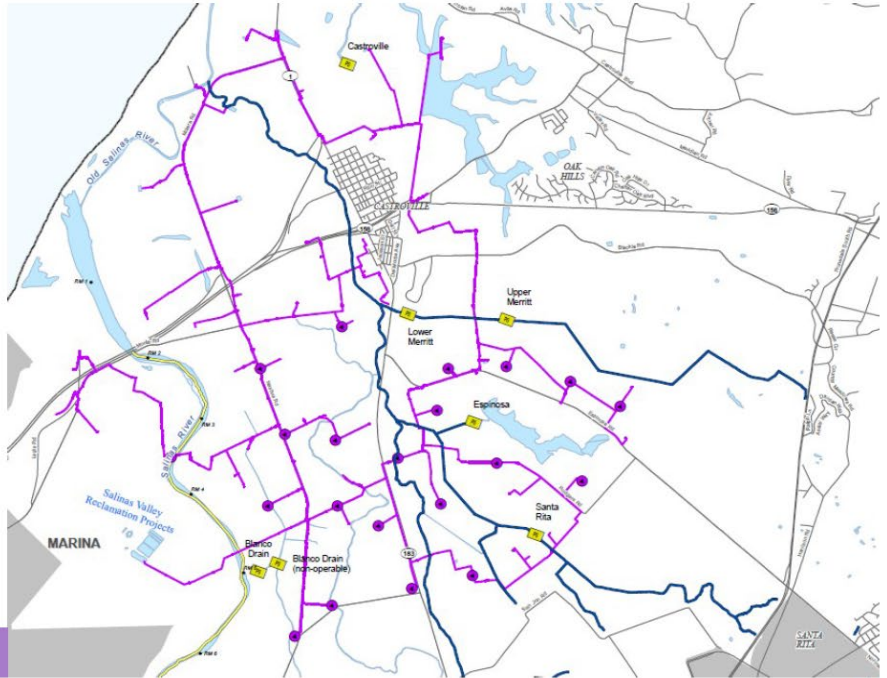
Monterey One Water
Salinas, CA 93908
+1 (831) 372-3367
14811 Del Monte
Boulevard
Marina, CA 93933

Lat 36.70527°N, 12177101°W

Project Location

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

DISTRIBUTION SYSTEM Castroville Seawater Intrusion Project (CSIP)



36.74630° N, 121.77600° W



September 28, 2020

9



Salinas
California

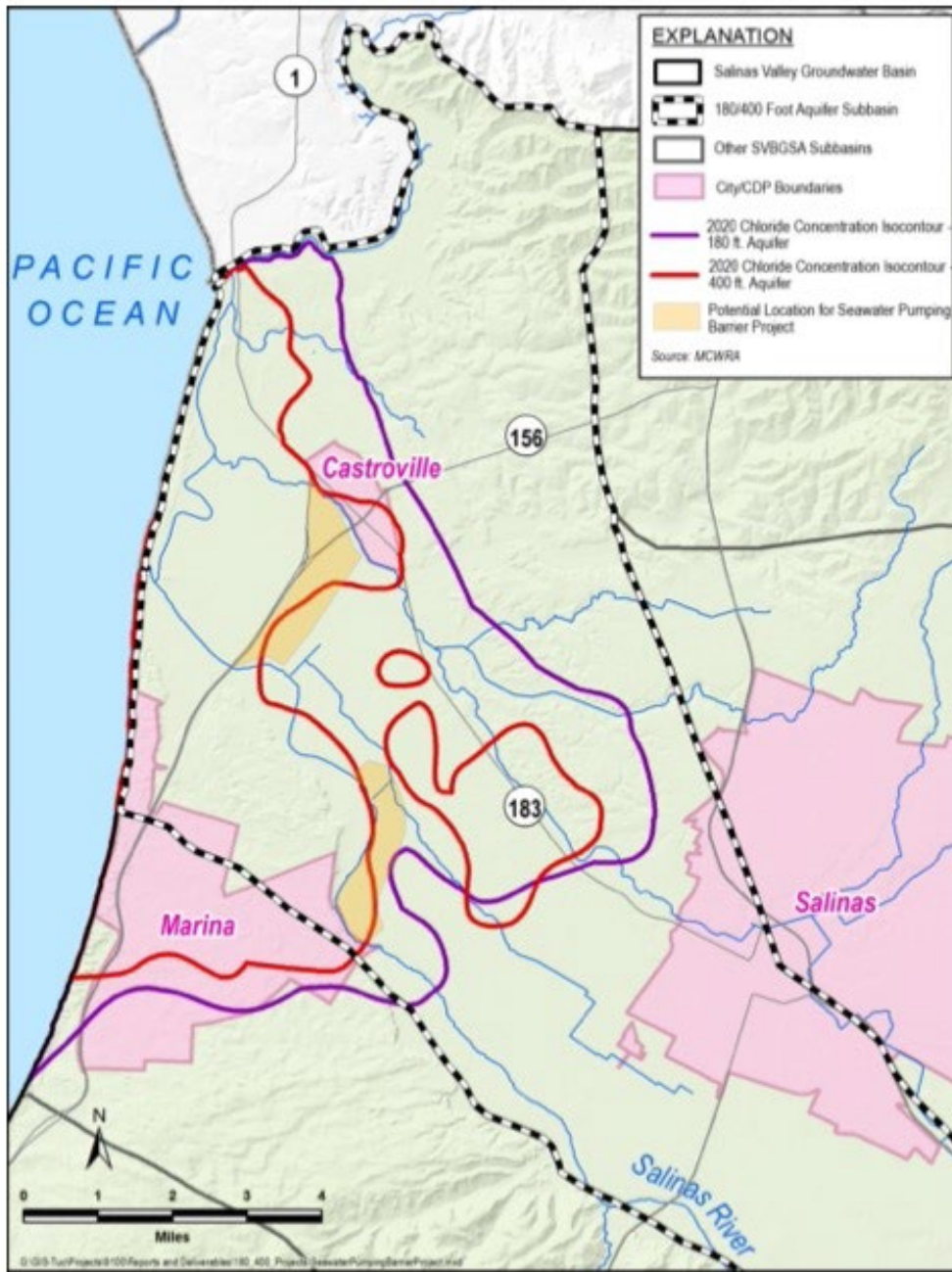
Component 3 Project Location - CSIP

36.74630° N, 121.77600° W



Project Location

Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study



Project Location (Entire GSA Area)

- Components 1: Grant Agreement Administration**
- Component 4: Interested Parties Outreach and Engagement**
- Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery**
- Component 6: Demand Management Feasibility**
- Component 7: Compliance Reporting and Data Expansion**
- Component 8: Implement Deep Aquifer Study Recommendations**

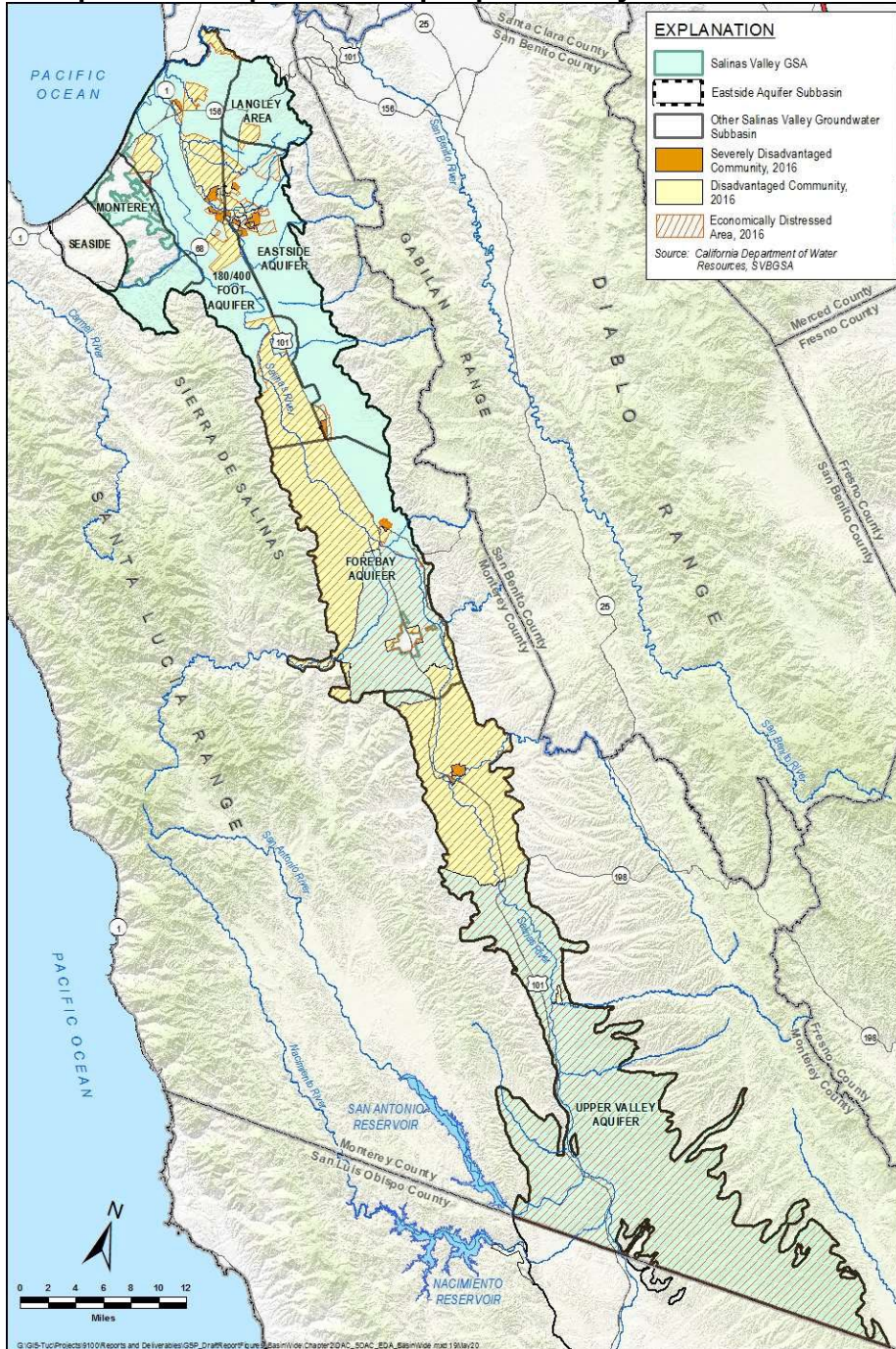


Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
LOCAL PROJECT SPONSORS
NOT APPLICABLE

Exhibit L

APPRAISAL SPECIFICATIONS

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

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

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

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

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

Exhibit M

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

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

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

EXHIBIT N

PROJECT MONITORING PLAN GUIDANCE

Introduction

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

Component Monitoring Plan Requirements

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

EXHIBIT O

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

IN WITNESS WHEREOF, GSA and SUBGRANTEE have executed this Amendment as of the day and year written below.

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

DocuSigned by:
Piret Harmon
By _____
EC2B097238ED402...
Piret Harmon, General Manager

Date: July 16, 2024

Monterey COUNTY WATER RESOURCES AGENCY

DocuSigned by:
Ara Azhderian
By _____
1F182FFB49A2433...
Ara Azhderian, General Manager

Date: July 16, 2024

**FIRST AMENDMENT TO THE
SUBGRANT AGREEMENT BETWEEN THE SALINAS VALLEY BASIN GROUDWATER
SUSTAINABILITY AGENCY AND MONTEREY COUNTY WATER RESOURCES AGENCY,
RELATED TO GRANT AGREEMENT NUMBER 4600014638 SUSTAINABLE
GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

This First Amendment to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant (Agreement) is made on 6/30/2023, 2023.

RECITALS

The Parties entered into that certain Subgrant Agreement dated October 10, 2022. The Parties now desire to amend the terms of the Agreement as more particularly set forth herein.

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO AGREEMENT

Section 3 is amended as follows:

3) SUBGRANTEE ELIGIBLE GRANT FUND AMOUNT. The Subgrantee is only eligible to receive Grant Funds for **Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Recycled Water Plant; Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades; Component 5 Aquifer Storage and Recovery – assistance with Task 2 and 4 ; and Component 7: Compliance Reporting and Data Expansion – Task 5 Well Registration and Metering and Task 6 Modeling Updates; and Component 9 Seawater Intrusion Feasibility Study (“Subgrantee Projects”)**. The not to exceed costs for the four Components are \$1,185,000 for Component 2; \$2,150,000 for Component 3; \$45,000 for Component 5; and \$310,000 for Component 7 as estimated by SVBGSA, and \$131,000 for Component 9. Eligible costs for the Subgrantee Projects include those directly related to Exhibit A incurred after December 17, 2021, but before February 28, 2025.

EXHIBIT A - WORK PLAN is amended to include the following:

COMPONENT 9: SEAWATER INTRUSION FEASIBILITY STUDY

Category (b): Planning / Design / Environmental

Task 1: Feasibility Study - Water quality sampling to provide data to determine location options for extraction wells and brackish water treatment plant, as described in Attachment 1.

Exhibit B – Budget is amended to include the following:

Component 9: Seawater Intrusion Feasibility Study

<u>Budget Categories</u>	<u>Grant Amount</u>
<u>(a) Component Administration</u>	<u>\$0</u>
<u>(b) Planning / Design / Environmental</u>	<u>\$131,000</u>
<u>(c) Implementation / Construction</u>	<u>\$0</u>

<u>(d) Monitoring / Assessment</u>	<u>\$0</u>
<u>(e) Engagement / Outreach</u>	<u>\$0</u>
<u>Total:</u>	<u>\$131,000</u>

Exhibit C – Schedule is amended to include the following:

Component 9: Seawater Intrusion Feasibility Study

(b) Planning / Design / Environmental – End Date January 31, 2025

IN WITNESS WHEREOF, GSA and SUBGRANTEE have executed this Amendment as of the day and year written below.

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

DocuSigned by:
Piret Harmon
By _____
EC2B697236EB462...
Piret Harmon, General Manager

Date: 6/30/2023, 2023

Monterey COUNTY WATER RESOURCES AGENCY

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

Date: 7/17/2023, 2023

Exhibit A: Seawater Intrusion Barrier Feasibility Study Groundwater Sampling Plan

Exhibit A
Amendment 1 to MCWRA SGMA Round 1 Subgrantee Agreement

Salinas Valley Basin GSA – Seawater Intrusion Barrier Feasibility Study
Groundwater Sampling Plan
05/23/23

Introduction

In order to assess feasibility of the Seawater Intrusion Barrier Project (Project), the quality of water that will be extracted from the Salinas Valley 180/400-foot Groundwater Basins are to be sampled and quantified. This data will be used to establish a baseline condition, estimate a range of future quality, be used to size treatment facilities, and be used to identify potential NPDES discharge concerns for reverse osmosis concentrate (ROC).

Representative Wells and General Sampling

All wells that will be sampled are active wells included in the typical County annual sampling campaign. The County team will follow typical sampling protocols and well flushing for these wells.

A total of 2 wells from the 180-ft aquifer and 7 wells from the 400-ft aquifer will be sampled for the June 2023 sampling event. Well IDs are shown in the table below. Mapped well locations are included as Attachment A.

In addition to sampling these 9 total wells, 1 full set of field blanks will be prepared for the full suite of samples. The County will select 1 sampling event at random to run the set of blanks on.

Table 1 Selected Wells to be Sampled

Aquifer	State Water ID	Facility Code
180-ft	14S/02E-15L02	14501
180-ft	14S/02E-22P02	766
400-ft	13S/02E-28M02	2455
400-ft	13S/02E-32J03	2429
400-ft	14S/02E-05C03	1162
400-ft	14S/02E-09D04	2659
400-ft	12S/02E-08C03	1466
400-ft	14S/02E-07L05	1255
400-ft	14S/02E-07L04	1257

Field Sampling Details

Field sampling equipment will be provided and shipped by Carollo Engineers. The equipment will arrive calibrated and include standard operating procedures. Please procure a minimum of one set of field samples per well. Field sampling will be required for the following parameters:

Table 2 Field Sampling Parameters

Parameter	Equipment
pH	Hach PHC101
Temperature	See Note 1
ORP	Hach MTC401
DO	Hach LDO101
Turbidity	Hach 2100P
Silt Density Index	SDI Solutions CDP880 (SDI-PU)

Notes:

1. Temperature can be measured using either the Hach PHC101 or Hach MTC401.

Field filtering shall also be performed to assess dissolved iron and manganese. Utilize the provided syringe filters to filter the appropriate amount of volume (per County Lab directive) for the iron and manganese samples.

Lab Sampling Details

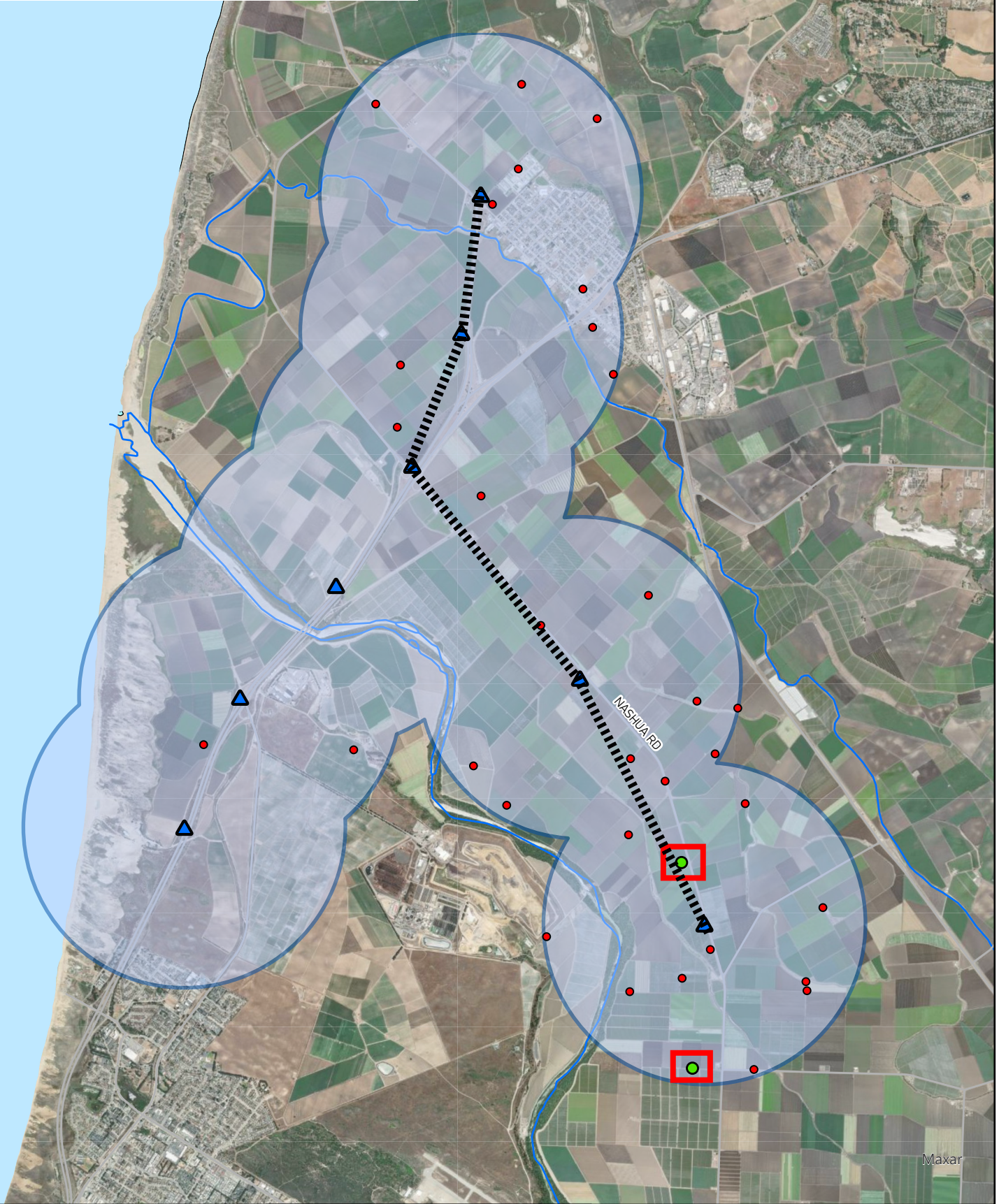
Samples will be collected to analyze for the following constituents:

- California Ocean Plan Constituents – To determine future impacts to contributing reverse osmosis concentrate generated from implementation of this project to the existing Monterey One Water outfall.
- Drinking Water Maximum Contaminant Levels (MCLs) – To determine potential human health risks associated with utilizing treated groundwater in this area as a drinking water source.
- Additional Constituents for Reverse Osmosis (RO) sizing

Attachment B provides a full list of each of these constituents to be sampled along with the suggested test method and detection limit. Sample collection and lab procedures for each constituent shall be per County lab (or contracted lab) directive.

Attachment A





180-FT AND 400-FT WELL SAMPLING MAPS

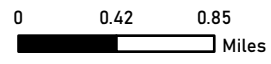
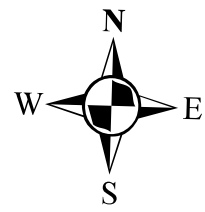


Wells Within 1 Mile of the Proposed Extraction Barrier Wells

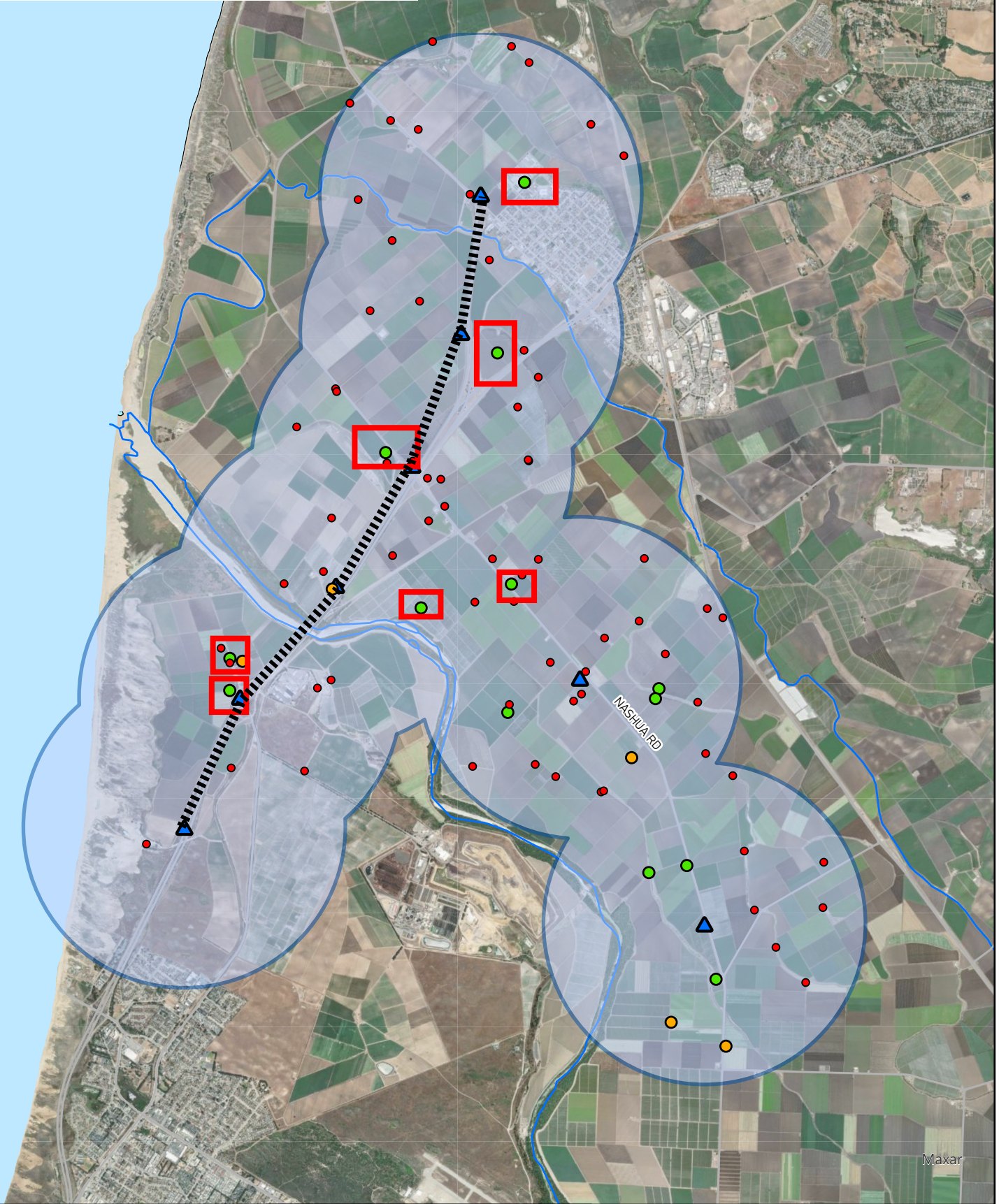
180-FT Aquifer

Legend

-  Proposed Extraction Barrier Wells
-  Barrier 1 Mile Buffer
- Current WRA Program Well**
-  Yes
-  No








Monterey County Water Resources Agency
Date : 4/26/2023

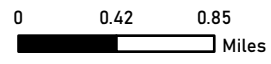
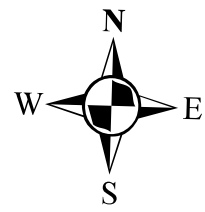


Wells Within 1 Mile of the Proposed Extraction Barrier Wells

400-FT Aquifer

Legend

-  Proposed Extraction Barrier Wells
-  Barrier 1 Mile Buffer
- Current WRA Program Well
-  Yes
-  No
- Further Recon Needed
-  Potential



Monterey County Water Resources Agency
Date: 4/26/2023

Attachment B

LAB SAMPLE CONSTITUENT LIST

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
Total Dissolved Solids (TDS)	mg/L	E160.1/SM2540C	Y		
Turbidity	NTU	EPA 180.1	Y		
Calcium	mg/L	EPA 200.7	Y		
Iron	ug/L	EPA 200.7	Y		
Iron, Dissolved	mg/L	EPA 200.7	Y		
Magnesium	mg/L	EPA 200.7	Y		
Potassium	mg/L	EPA 200.7	Y		
Aluminium	ug/L	EPA 200.8	Y		
Antimony	ug/L	EPA 200.8	Y		
Arsenic	ug/L	EPA 200.8	Y		
Barium	ug/L	EPA 200.8	Y		
Beryllium	ug/L	EPA 200.8	Y		
Cadmium	ug/L	EPA 200.8	Y		
Chromium (Total)		EPA 200.8	Y		
Copper	ug/L	EPA 200.8	Y		
Lead	ug/L	EPA 200.8	Y		
Manganese	ug/L	EPA 200.8	Y		
Manganese, Dissolved	mg/L	EPA 200.8	Y		
Nickel	ug/L	EPA 200.8	Y		
Selenium	ug/L	EPA 200.8	Y		
Silver	ug/L	EPA 200.8	Y		
Thallium	ug/L	EPA 200.8	Y		
Zinc	ug/L	EPA 200.8	Y		
Sodium	mg/L	EPA 273.1	Y EPA200.7		
Chloride	mg/L	EPA 300.0	Y		
Nitrate	mg/L as N	EPA 300.0	Y		
Nitrite (as N)	mg/L as N	EPA 300.0	Y		
Sulfate	ug/L	EPA 300.0	Y		
Total Nitrate/Nitrite (as N)	mg/L as N	EPA 300.0	Y		
Alkalinity	mg/L as CaCO3	EPA 310.1	Y		
Odor	TON	SM 2150B	Y		
Fluoride	ug/L	SM 4500F-C	Y EPA300.0		
Foaming Agents (MBAS)	ug/L	SM 5540C	Y		
Specific Conductance (Conductivity)	uS/cm	SM2510B	Y		
Color	Co-units		Y		
Cyanide	ug/L	QuikChem 10-20	N	Y	BSK
Boron	ug/L	EPA 200.7	Y		
Vanadium	ug/L	EPA 200.8	Y		
Bromide	mg/L	EPA 300.0	Y		
Total Chlorine Residual	mg/L	EPA 330.5	Y		
Mercury	ug/L	CL 245.2	N	Y EPA 245.7 or EPA 1631	BSK
Asbestos	MFL	EPA 100.2	N	Y	LA Testing
Hydrogen Sulfide	mg/L	EPA 15	N	Y	Weck Laboratories
2,3,7,8-TCDD (dioxin)	ug/L	EPA 1613B	N	Y	Ceres Analytical Lab
Silica	mg/L	EPA 200.7	N	Y	BSK
Chromium (III)	ug/L	EPA 200.8	N	Y	BSK
Chromium (Hexavalent)	ug/L	EPA 218.6	N	Y	BSK
Uranium	pCi/L	EPA 200.8	N	Y	BSK
Bromate	ug/L	EPA 317	N	Y	BSK
Perchlorate	ug/L	EPA 331.0	N	Y	McC Campbell Analytical
Ammonia	mg/L	EPA 350.1	N	Y	BSK
Total Organic Carbon		EPA 445.3	N	Y SM 5310C	BSK
Alachlor	ug/L	EPA 505	N	Y	BSK
Lindane	ug/L	EPA 505	N	Y	BSK
Methoxychlor	ug/L	EPA 505	N	Y	BSK
Toxaphene	ug/L	EPA 505	N	Y	BSK
2,4- Dichlorophenoxyacetic acid (2,4-D)	ug/L	EPA 515.4	N	Y	BSK
2,4,5-TP (Silvex)	ug/L	EPA 515.4	N	Y	BSK
Bentazon	ug/L	EPA 515.4	N	Y	BSK
Dalapon	ug/L	EPA 515.4	N	Y	BSK
Dinoseb	ug/L	EPA 515.4	N	Y	BSK
Pentachlorophenol	ug/L	EPA 515.4	N	Y	BSK
Picloram	ug/L	EPA 515.4	N	Y	BSK

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
1,1,2-Trichloro-1,2,2- Trifluoroethane (Freon 113)	ug/L	EPA 524.2	N	Y	BSK
1,2,4-Trichlorobenzene	ug/L	EPA 524.2	N	Y	BSK
1,2,4-Trimethylbenzene	ug/L	EPA 524.2	N	Y	BSK
1,2-Dichlorobenzene	ug/L	EPA 524.2	N	Y	BSK
1,2-Dichloroethane (1,2-DCA)	ug/L	EPA 524.2	N	Y	BSK
1,2-Dichloropropane	ug/L	EPA 524.2	N	Y	BSK
1,3,5-Trimethylbenzene		EPA 524.2	N	Y	BSK
2-Chlorotoluene	ug/L	EPA 524.2	N	Y	BSK
4-Chlorotoluene	ug/L	EPA 524.2	N	Y	BSK
cis-1,2-Dichloroethylene	ug/L	EPA 524.2	N	Y	BSK
Dichlorodifluoromethane (Freon 12)	ug/L	EPA 524.2	N	Y	BSK
Isopropylbenzene	ug/L	EPA 524.2	N	Y	BSK
Methyl tertiary butyl ether (MTBE)	ug/L	EPA 524.2	N	Y	BSK
Naphthalene	ug/L	EPA 524.2	N	Y	BSK
n-Butylbenzene	ug/L	EPA 524.2	N	Y	BSK
n-Propylbenzene	ug/L	EPA 524.2	N	Y	BSK
sec-Butylbenzene	ug/L	EPA 524.2	N	Y	BSK
Styrene	ug/L	EPA 524.2	N	Y	BSK
tert-Butylbenzene	ug/L	EPA 524.2	N	Y	BSK
Toluene	ug/L	EPA 524.2	N	Y	BSK
Total Trihalomethanes	ug/L	EPA 524.2	N	Y	BSK
trans-1,2- Dichloroethylene	ug/L	EPA 524.2	N	Y	BSK
Trichlorofluoromethane (Freon 11)	ug/L	EPA 524.2	N	Y	BSK
Xylenes (total)	ug/L	EPA 524.2	N	Y	BSK
1,2,3- Trichloropropane	ug/L	EPA 524M	N	Y	BSK
Benzo(a)pyrene	ug/L	EPA 525.2	N	Y	BSK
Di(2- ethylhexyl)adipate	ug/L	EPA 525.2	N	Y	BSK
Di(2- ethylhexyl)phthalate (DEHP)	ug/L	EPA 525.2	N	Y	BSK
Diazinon	ug/L	EPA 525.2	N	Y	BSK
Molinate	ug/L	EPA 525.2	N	Y	BSK
Propachlor	ug/L	EPA 525.2	N	Y	BSK
Thiobencarb	ug/L	EPA 525.2	N	Y	BSK
Thiobencarb	ug/L	EPA 525.2	N	Y	BSK
Carbofuran	ug/L	EPA 531.2	N	Y	BSK
Oxamyl	ug/L	EPA 531.2	N	Y	BSK
Perfluorobutanesulfonic acid (PFBS)	ug/L	EPA 537.1	N	Y	
Perfluorooctanesulfonic acid (PFOS)	ug/L	EPA 537.1	N	Y	
Perfluorooctanoic acid (PFOA)	ug/L	EPA 537.1	N	Y	
Glyphosate	ug/L	EPA 547	N	Y	
Endothal	ug/L	EPA 548.1	N	Y	
Diquat	ug/L	EPA 549.2	N	Y	
Haloacetic Acids (five) (HAA5)	mg/L		N	Y	BSK
Aldrin	ug/L	EPA 608	N	Y	BSK
Chlordane	ug/L	EPA 608	N	Y	BSK
DDT	ug/L	EPA 608	N	Y	BSK
Dieldrin	ug/L	EPA 608	N	Y	BSK
Endosulfan	ug/L	EPA 608	N	Y	BSK
Endrin	ug/L	EPA 608	N	Y	BSK
Heptachlor	ug/L	EPA 608	N	Y	BSK
Heptachlor Epoxide	ug/L	EPA 608	N	Y	BSK
PCBs ^[b]	ug/L	EPA 608	N	Y	BSK
Toxaphene	ug/L	EPA 608	N	Y	BSK
1,1,1-Trichloroethane	ug/L	EPA 624	N	Y	BSK
1,1,2,2-Tetrachloroethane	ug/L	EPA 624	N	Y	BSK
1,1,2-Trichloroethane	ug/L	EPA 624	N	Y	BSK
1,1-Dichloroethylene	ug/L	EPA 624	N	Y	BSK
1,2-Dichloroethane	ug/L	EPA 624	N	Y	BSK
1,3-dichloropropene	ug/L	EPA 624	N	Y	BSK
Acrolein	ug/L	EPA 624	N	Y	BSK
Acrylonitrile	ug/L	EPA 624	N	Y	BSK
Benzene	ug/L	EPA 624	N	Y	BSK

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
Carbon tetrachloride	ug/L	EPA 624	N	Y	BSK
Chlorobenzene	ug/L	EPA 624	N	Y	BSK
Chlorodibromomethane	ug/L	EPA 624	N	Y	BSK
Chloroform	ug/L	EPA 624	N	Y	BSK
Dichlorobromomethane	ug/L	EPA 624	N	Y	BSK
Dichloromethane (methylenechloride)	ug/L	EPA 624	N	Y	BSK
Ethylbenzene	ug/L	EPA 624	N	Y	BSK
Halomethanes	ug/L	EPA 624	N	Y	BSK
Tetrachloroethylene	ug/L	EPA 624	N	Y	BSK
Toluene	ug/L	EPA 624	N	Y	BSK
Trichloroethylene	ug/L	EPA 624	N	Y	BSK
Vinyl chloride	ug/L	EPA 624	N	Y	BSK
1,2-Diphenylhydrazine (azobenzene)	ug/L	EPA 625	N	Y	BSK
1,4-Dichlorobenzene	ug/L	EPA 625	N	Y	BSK
2,4,6-Trichlorophenol	ug/L	EPA 625	N	Y	BSK
2,4-Dinitrophenol	ug/L	EPA 625	N	Y	BSK
2,4-Dinitrotoluene	ug/L	EPA 625	N	Y	BSK
3,3-Dichlorobenzidine	ug/L	EPA 625	N	Y	BSK
4,6-dinitro-2-methylphenol	ug/L	EPA 625	N	Y	BSK
Benzidine	ug/L	EPA 625	N	Y	BSK
Bis (2-chloroethoxy) methane	ug/L	EPA 625	N	Y	BSK
Bis (2-chloroisopropyl) ether	ug/L	EPA 625	N	Y	BSK
Bis(2-chloroethyl)ether	ug/L	EPA 625	N	Y	BSK
Bis(2-ethyl-hexyl)phthalate	ug/L	EPA 625	N	Y	BSK
Chlorinated Phenolics	ug/L	EPA 625	N	Y	BSK
Dichlorobenzenes	ug/L	EPA 625	N	Y	BSK
Diethyl phthalate	ug/L	EPA 625	N	Y	BSK
Dimethyl phthalate	ug/L	EPA 625	N	Y	BSK
Di-n-butyl phthalate	ug/L	EPA 625	N	Y	BSK
Hexachlorobutadiene	ug/L	EPA 625	N	Y	BSK
Hexachlorocyclopentadiene	ug/L	EPA 625	N	Y	BSK
Hexachloroethane	ug/L	EPA 625	N	Y	BSK
Isophorone	ug/L	EPA 625	N	Y	BSK
Nitrobenzene	ug/L	EPA 625	N	Y	BSK
N-Nitrosodimethylamine	ug/L	EPA 625	N	Y	BSK
N-Nitrosodi-N-Propylamine	ug/L	EPA 625	N	Y	BSK
N-Nitrosodiphenylamine	ug/L	EPA 625	N	Y	BSK
Phenolic Compounds (non-chlorinated)	ug/L	EPA 625	N	Y	BSK
Gross Alpha	pCi/L	EPA 900.0	N	Y	FGL
Gross Beta	mrem/yr	EPA 900.0	N	Y	FGL
Radium-226	pCi/L	EPA 903.1	N	Y	FGL
Radium-226 + Radium-228	pCi/L		N	Y	FGL
Radium-228	pCi/L		N	Y	FGL
1,2-Dibromo-3- chloropropane (DBCP)	ug/L	EPA 551.1	N	Y EPA 504	BSK
Ethylene dibromide (EDB)	ug/L	EPA 551.1	N	Y EPA 504	BSK
Chlorate	ug/L	EPA 300.0	N	Y	BSK
Chlorite	ug/L	EPA 300.0	N	Y	BSK
1,4-Dioxane	ug/L	EPA 522	N	Y	Weck Laboratories
Tertiary butyl alcohol (TBA)	ug/L	EPA 524.2 SIM	N	Y	BSK
Formaldehyde	ug/L	EPA 556	N	Y EPA 8315	North Coast Lab
Strontium-90	pCi/L	EPA 905.0	N	Y	FGL
Strontium	mg/L	EPA-905.0	N	Y EPA 200.8	BSK
Tritium	pCi/L	EPA 906.0	N	Y	FGL
Ethylene glycol	mg/L	EPA 8015M	N	Y	Weck Laboratories
Tributyltin	ug/L	MAI-Organic Tin	N	Y	Weck Laboratories
SDI			N	Y	Core Lab
Not Tested					
Fluoranthene	ug/L	EPA 610	N	No	
PAHs ^[b]	ug/L	EPA 610	N	No	
2,4,6-Trinitrotoluene (TNT)	ug/L	LC-MS-MS	N	No	
Atrazine	ug/L	LC-MS-MS	N	No	
HMX	ug/L	LC-MS-MS	N	No	

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
RDX	ug/L	LC-MS-MS	N	No	
Simazine	ug/L	LC-MS-MS	N	No	
HCH (Hexachlorocyclohexane)	ug/L	EPA 608	N	No	
Hexachlorobenzene	ug/L	EPA 608	N	No	
TCDD Equivalents	ug/L	EPA 1613B	N	No	
Carbon disulfide	ug/L	EPA 524.2	N	No	
Methyl isobutyl ketone (MIBK)	ug/L	EPA 524.2	N	No	
Monochlorobenzene	ug/L	EPA 524.2	N	No	

MONTEREY COUNTY WATER RESOURCES AGENCY
AND A. Teichert & Son, Inc. dba Teichert Construction
AGREEMENT FOR SERVICES

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and A. Teichert & Son, Inc. dba Teichert Construction, 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:

Provide on-call and emergency repairs for Agency water storage and conveyance facilities.
 - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on July 1st, 2023 by CONTRACTOR and Agency, and will terminate on June 30th, 2026, unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

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

(\$ 100,000).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us and to the Contract Administrator listed in Section 26.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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: Pete Vannerus	Name: Jim Gallagher
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 5200 Franklin Dr, Ste 115 Pleasanton, CA 94588
Telephone: 831.755.4860	Telephone: 925-621-5700
Fax: 831.424.7935	Fax: 925-621-5799
E-Mail: Vannerusp@co.monterey.ca.us	E-Mail: jgallagher@teichert.com

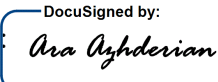
28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement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

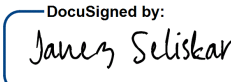
MONTEREY COUNTY WATER RESOURCES AGENCY
AND A. Teichert & Son, Inc. dba Teichert Construction
AGREEMENT FOR SERVICES

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

MONTEREY COUNTY WATER RESOURCES AGENCY:

CONTRACTOR:

BY: 
1F182FFB40A2435...

BY: 
E201CA0C40824F6...

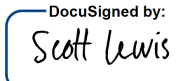
Ara Azhderian
General Manager

Type Name: Janez Seliskar

Title: Vice President Public Works

Date: 7/26/2023 | 10:23 AM PDT

Date: 7/18/2023

BY: 
373B5BE6451E4B2

Type Name: Scott R. Lewis

Title: Vice President & Construction General Manager

Date: 7/18/2023

* 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:
Kelly L. Doulon
22D690CA05A940B
Assistant County Counsel

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

Dated: 7/24/2023 | 10:27 AM PDT

Dated: 7/24/2023 | 1:07 PM PDT

County Counsel – Risk Manager:

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

Dated: _____

Dated: 7/24/2023 | 12:28 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

The Monterey County Water Resources Agency (Agency) owns and operates water storage and conveyance facilities throughout the Salinas Valley. These facilities include pumpstations and lift pumps stations, irrigation ditches, water conveyance structures, and the Castroville Seawater Intrusion Project (CSIP) recycled water distribution pipeline. The CSIP pipeline network runs approximately 46 miles and delivers tertiary treated recycled water to over 12,000 Acres of farmland near the coast. The Agency contracts with the recycled water provider Monterey One Water (M1W), to operate and maintain the system in conjunction with the Salinas Valley Reclamation Project, where the water is produced.

This is an agreement for on-call services related to the evaluation and repair of unexpected breaks, leaks, and failures that at times occur throughout the CSIP system or at other Agency water storage or conveyance facilities. CONTRACTOR shall be available for on-call work related to sudden and unexpected pipeline breaks, leaks, pump diagnosis and repair or other tasks as needed. On-call services may be required any day of the year with likely short notice for mobilization. CONTRACTOR shall respond to Agency communications within 24 hours for emergency situations. Expected CONTRACTOR response times will be based on the urgency of the situation as determined by the Agency. A three-tiered classification (Table 1) will be used with Tier one representing an emergency situation.

Tier	Description	Evaluation Response Time	Start of Work	Completion of Work
Emergency T&M (Tier 1)	Response required to stop or prevent imminent damage to property, facilities, or crops; or end or prevent a prolonged service outage.	Within 24 hours	Within 48 hours	Within 2 weeks
Non-emergency T&M (Tier 2)	Emergency situation has been stabilized but need for repair is urgent.	24 – 72 hours	Within 2 weeks	Within 1 month
Non-emergency Quote (Tier 3)	No immediate risk, work can be quoted and performed based on Agency and CONTRACTOR availability.	Based on availability	Based on availability	Based on availability

Table 1: Tiered Response Classification

CONTRACTOR shall report to Agency staff but may be required to work with the contracted system operator (M1W). Work may occur on Agency owned property or within Agency easements on privately owned property. CONTRACTOR will take care to prevent damage to crops, damage to roads, spills, or other actions that result in damage of property or facilities or interfere with use of private property or facilities.

All work shall be conducted to the minimum standard of “Caltrans Standard Specifications” updated 2022 and shall also follow Agency Project Specifications provided for the specific Project being performed.

Work performed on the CSIP system or other underground pipelines may include but is not limited to:

- Mobilizing and de-mobilizing all equipment needed
- Excavating, stabilizing/ shoring open holes, and dewatering of the open hole if necessary.
 - Discharge and cuttings shall be placed in a predetermined area to avoid further

- Stopping or stabilizing the leak/break based on system needs.
 - Methods may include using a temporary repair clamp, pipe wraps, etc..
- With the repair exposed, the leak/ break will be evaluated with the assistance of the MCWRA Agency Engineering Representative.
- The necessary repair will then have final planning conducted with all parts, materials, and techniques approved by the Agency Representative and provided by the contractor.
- The repair will then be performed utilizing the proper repair techniques which may include cutting, welding, binding, etc. of the pipeline or other infrastructure item within the system.
 - Cathodic protection or corrosion prevention will also be applied to the repair depending on its preexisting condition, site condition, etc.
- Backfilling with approved material with proper compaction, and any other task needed to complete the repair to its fully functional state will also take place.

Important Notes:

- There are multiple types of pipeline material within the system so experience with each method of repair and the materials needed will be required.
- The Pipeline consists of primarily Pre-tensioned, Concrete/mortar lined pipe with diameters ranging from 54 inches to 16 inches. HDPE sections also exist varying from 18 inches down to 12 inches, wall thickness varies and will need field verification. Some additional materials may also be in the system including epoxy coated steel pipe, galvanized piping, etc. The proper technique for repairing those materials are required. Other items of repair may also include air/vac risers, isolation valves, other valve types, cathodic protection systems and wiring, discharge pipes, bollards, utility access hole rings and any other component of the pipeline distribution system.

Work performed on pump station or other facilities may include but is not limited to:

- Perform pump station repair and maintenance as needed
- Including electrical work, pump repair and emergency servicing
- Any other repair determined as needed

Exhibit B – Payment Provisions

The fee schedule for work performed will be based on three tiers. The Tier classification for the project will be determined by the Agency Project Representative based on the urgency of the project and other contributing factors prior to the start of the project. The equipment rates and labor surcharge rates shall be determined using Caltrans “Standard Equipment and Labor Surcharge Rates” and the base labor rates shall be determined using California Department of Internal Relations “Prevailing Wage Rates”. The most recent Rate Book for Caltrans was published 4/1/2023 and is available at <https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge> . The most recent “Director’s General Prevailing Wage Determination” from the CA DIR was updated April 2023 and is available at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> .

Each Project will have a clear and defined scope of work on a case-by-case basis. Maps, as-builts, lay sheets, spec sheets, etc. will be provided to the contractor. All charges for labor shall be from the approved fee schedule dependent on the type of equipment, work performed, classification of job, etc.

The Tier level will be stated for the task within the scope prior to commencing the response/repair. Tier 1 & Tier 2 will be based on Time and Materials, while Tier 3 will be quoted and line itemed to be reviewed and approved by the Agency Project Representative prior to start of work. A Project may have defined stages within the scope that will have steps in a Tier which once completed, would transition it into another tier at the completion of those steps. An example of this would be an initial emergency response to contain/stabilize a break and once emergency tasks are completed transition into the second stage of repair at a non-emergency tier. All approvals will be made in writing by the Agency Representative.

Tier	Description	Labor	Equipment	Material	Subcontractors
Emergency T&M (Tier 1)	Within 24-hr response, work conducted to stop and prevent damage (crops and infrastructure), prolonged service outage, etc. Work conducted from 48-hrs to a completion within 2 weeks.	35% Markup	15% Markup	15% Markup	10% Markup
Non-emergency T&M (Tier 2)	Break/ leak has been stabilized. Response within reasonable time (24-72hrs) project starts within 2 weeks and completed by one month.	25% Markup	15% Markup	10% Markup	10% Markup
Non-emergency Quote (Tier 3)	No immediate risk, job can be quoted out and completed when scheduling is available	Quoted	Quoted	Quoted	Quoted



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center P.O Box 2110 Rancho Cordova CA 95670 License#: OB29370	CONTACT NAME: Kayla Fritzberg PHONE (A/C, No, Ext): _____ FAX (A/C, No): 916-583-7613 E-MAIL ADDRESS: Kayla.Fritzberg@epicbrokers.com														
INSURED Teichert, Inc. See Named Insured Schedule PO Box 15002 Sacramento CA 95851 TEICHINC	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Co of Amer</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B: Navigators Specialty Insurance Company</td> <td style="text-align: center;">36056</td> </tr> <tr> <td>INSURER C: QBE Specialty Insurance Company</td> <td style="text-align: center;">11515</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of Amer	25674	INSURER B: Navigators Specialty Insurance Company	36056	INSURER C: QBE Specialty Insurance Company	11515	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Property Casualty Co of Amer	25674														
INSURER B: Navigators Specialty Insurance Company	36056														
INSURER C: QBE Specialty Insurance Company	11515														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 1151240355** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	VTJEXGL4R629671TIL23	3/31/2023	3/31/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR \$750,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	VTJEP4R630043TIL23	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$\$500,000
B C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	Y	Y	LA23EXCZ0D5GMIC 140001008	3/31/2023 3/31/2023	3/31/2024 3/31/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VTWXJUB4R62969523	3/31/2023	3/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: On-Call & Emergency Repairs: Agency Water Storage & Conveyance Facilities, (Teichert #12112.00). Additional Insured: Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees.

When required by written contract, additional insured status with primary coverage applies to General & Auto Liability and waiver of subrogation applies to General Liability, Automobile Liability and Excess Workers' Compensation, all per the attached endorsements.

XCU, Contractual Liability, and "Broad Form Property Damage" are included per General Liability Form.

See Attached...

CERTIFICATE HOLDER **CANCELLATION**

Monterey County Water Resources Agency 1441 Schilling Place Salinas CA 93901	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Edgewood Partners Insurance Center		NAMED INSURED Teichert, Inc. See Named Insured Schedule PO Box 15002 Sacramento CA 95851	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excess Liability is follow form.

"Named Insured is a California qualified self-insurer registered under #1867.

The Workers' Compensation Policy provides Excess Workers' Compensation / Employer's Liability coverage excess of a \$750,000 SIR."

Notice of cancellation is provided per the attached endorsements.

**Teichert, Inc. Named
Insured Schedule
3/31/23-24**

Teichert, Inc.

A. Teichert & Son, Inc.

DBA Teichert Construction

DBA Teichert Materials

DBA Teichert Aggregates

DBA Teichert Waterwork Services

Teichert Energy & Utilities Group, Inc.

DBA Teichert Utilities

DBA Teichert Solar

DBA Teichert Waterworks

Teichert Pipelines, Inc.

Santa Fe Aggregates, Inc.

Teichert Electrical, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

COMMERCIAL GENERAL LIABILITY

Policy Number: VTJEXGL4R629671TIL23

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

Policy Number: VTJEXGL4R629671TIL23

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

Policy Number: VTJEAP4R630043TIL23

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. **BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. **Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE –
CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

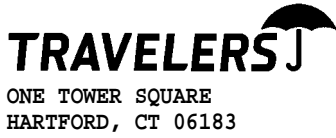
PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: VTWXJUB4R62969523

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.0 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

POLICY NUMBER: VTJEXGL4R629671TIL23

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: Thirty (30)

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

POLICY NUMBER: VTJEAP4R630043TIL23

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: Thirty (30)

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)**

POLICY NUMBER: VTWXJUB4R62969523

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.	30

119TH CONGRESS
1ST SESSION

H. R. 471

To expedite under the National Environmental Policy Act of 1969 and improve forest management activities on National Forest System lands, on public lands under the jurisdiction of the Bureau of Land Management, and on Tribal lands to return resilience to overgrown, fire-prone forested lands, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JANUARY 16, 2025

Mr. WESTERMAN (for himself, Mr. PETERS, Mr. TIFFANY, Mr. PANETTA, Mr. STAUBER, Mr. WHITESIDES, Mr. COLLINS, Mr. VASQUEZ, Mrs. KIM, Mr. COSTA, Mr. ZINKE, Mr. HARDER of California, Mr. JOHNSON of South Dakota, Mr. BERA, Mrs. KIGGANS of Virginia, Mr. GARAMENDI, Ms. MALOY, Mr. THOMPSON of California, Mr. BEGICH, Mr. CORREA, Mr. CRANK, Mr. GOLDEN of Maine, Mr. EZELL, Mr. MULLIN, Mr. HURD of Colorado, Ms. LEE of Nevada, Mr. VALADAO, Mr. GRAY, Mr. BARR, Mr. HOYER, Mr. CARTER of Georgia, Ms. PETERSEN, Mr. JOYCE of Pennsylvania, Mr. OBERNOLTE, Mr. WALBERG, Mr. LAMALFA, Mr. GOSAR, Ms. BOEBERT, Mr. MCCLINTOCK, Mr. ISSA, Mr. FONG, Ms. HAGEMAN, Mr. FRY, and Mr. AMODEI of Nevada) introduced the following bill; which was referred to the Committee on Natural Resources, and in addition to the Committees on Agriculture, and Science, Space, and Technology, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

A BILL

To expedite under the National Environmental Policy Act of 1969 and improve forest management activities on National Forest System lands, on public lands under the jurisdiction of the Bureau of Land Management,

and on Tribal lands to return resilience to overgrown, fire-prone forested lands, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Fix Our Forests Act”.

6 (b) TABLE OF CONTENTS.—The table of contents for
7 this Act is as follows:

Sec. 1. Short title; table of contents.
Sec. 2. Definitions.

TITLE I—LANDSCAPE-SCALE RESTORATION

Subtitle A—Addressing Emergency Wildfire Risks in High Priority Firesheds

Sec. 101. Designation of fireshed management areas.
Sec. 102. Fireshed center.
Sec. 103. Fireshed registry.
Sec. 104. Shared stewardship.
Sec. 105. Fireshed assessments.
Sec. 106. Emergency fireshed management.
Sec. 107. Sunset.

Subtitle B—Expanding Collaborative Tools to Reduce Wildfire Risk and
Improve Forest Health

Sec. 111. Modification of the treatment of certain revenue and payments under
good neighbor agreements.
Sec. 112. Fixing stewardship end result contracting.
Sec. 113. Intra-agency strike teams.
Sec. 114. Locally-led restoration.
Sec. 115. Joint Chiefs landscape restoration partnership program.
Sec. 116. Collaborative forest landscape restoration program.
Sec. 117. Utilizing grazing for wildfire risk reduction.
Sec. 118. Water source protection program.
Sec. 119. Watershed condition framework technical corrections.

Subtitle C—Litigation Reform

Sec. 121. Commonsense litigation reform.
Sec. 122. Consultation on forest plans.

TITLE II—PROTECTING COMMUNITIES IN THE WILDLAND-URBAN
INTERFACE

Sec. 201. Community wildfire risk reduction program.

- Sec. 202. Community wildfire defense research program.
- Sec. 203. Vegetation management, facility inspection, and operation and maintenance relating to electric transmission and distribution facility rights-of-way.
- Sec. 204. Categorical exclusion for electric utility lines rights-of-way.
- Sec. 205. Seeds of success.
- Sec. 206. Program to support priority reforestation and restoration projects of Department of the Interior.
- Sec. 207. Fire department repayment.

TITLE III—TRANSPARENCY, TECHNOLOGY, AND PARTNERSHIPS

Subtitle A—Transparency and Technology

- Sec. 301. Biochar innovations and opportunities for conservation, health, and advancements in research.
- Sec. 302. Accurate hazardous fuels reduction reports.
- Sec. 303. Public-private wildfire technology deployment and demonstration partnership.
- Sec. 304. GAO study on Forest Service policies.
- Sec. 305. Forest Service Western headquarters study.
- Sec. 306. Keeping forest plans current and monitored.
- Sec. 307. Container Aerial Firefighting System (CAFFS).
- Sec. 308. Study on pine beetle infestation.

Subtitle B—White Oak Resilience

- Sec. 311. White Oak Restoration Initiative Coalition.
- Sec. 312. Forest Service pilot program.
- Sec. 313. Department of the Interior white oak review and restoration.
- Sec. 314. White oak regeneration and upland oak habitat.
- Sec. 315. Tree nursery shortages.
- Sec. 316. White oak research.
- Sec. 317. USDA formal initiative.
- Sec. 318. Authorities.

TITLE IV—ENSURING CASUALTY ASSISTANCE FOR OUR FIREFIGHTERS

- Sec. 401. Wildland Fire Management Casualty Assistance Program.

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) **DIRECTOR.**—The term “Director” means
 4 the Director of the Fireshed Center appointed under
 5 section 102.

6 (2) **FIRESHED.**—The term “fireshed” means a
 7 landscape-scale area that faces similar wildfire

1 threat where a response strategy could influence the
2 wildfire outcome.

3 (3) FIRESHED MANAGEMENT PROJECT.—The
4 term “fireshed management project” means a
5 project under section 106.

6 (4) FIRESHED REGISTRY.—The term “Fireshed
7 Registry” means the fireshed registry established
8 under section 103.

9 (5) FOREST PLAN.—The term “forest plan”
10 means—

11 (A) a land use plan prepared by the Bu-
12 reau of Land Management for public lands pur-
13 suant to section 202 of the Federal Land Policy
14 and Management Act of 1976 (43 U.S.C.
15 1712);

16 (B) a land and resource management plan
17 prepared by the Forest Service for a unit of the
18 National Forest System pursuant to section 6
19 of the Forest and Rangeland Renewable Re-
20 sources Planning Act of 1974 (16 U.S.C.
21 1604); or

22 (C) a forest management plan (as defined
23 in section 304 of the National Indian Forests
24 Resources Management Act (25 U.S.C. 3104))
25 with respect to Indian forest land or rangeland.

1 (6) GOVERNOR.—The term “Governor” means
2 the Governor or any other appropriate executive offi-
3 cial of an affected State or Indian Tribe or the Com-
4 monwealth of Puerto Rico.

5 (7) HAZARDOUS FUELS MANAGEMENT ACTIVI-
6 TIES.—The term “hazardous fuels management ac-
7 tivities” means any vegetation management activities
8 (or combination thereof) that reduce the risk of
9 wildfire, including mechanical thinning, mastication,
10 prescribed burning, cultural burning (as determined
11 by the applicable Indian Tribe), timber harvest, and
12 grazing.

13 (8) HFRA TERMS.—The terms “at-risk com-
14 munity”, “community wildfire protection plan”, and
15 “wildland-urban interface” have the meanings given
16 such terms, respectively, in section 101 of the
17 Healthy Forests Restoration Act of 2003 (16 U.S.C.
18 6511).

19 (9) INDIAN FOREST LAND OR RANGELAND.—
20 The term “Indian forest land or rangeland” means
21 land that—

22 (A) is held in trust by, or with a restriction
23 against alienation by, the United States for an
24 Indian Tribe or a member of an Indian Tribe;
25 and

1 (B)(i)(I) is Indian forest land (as defined
2 in section 304 of the National Indian Forest
3 Resources Management Act (25 U.S.C. 3103));
4 or

5 (II) has a cover of grasses,
6 brush, or any similar vegetation; or

7 (ii) formerly had a forest cover or veg-
8 etative cover that is capable of restoration.

9 (10) INDIAN TRIBE.—The term “Indian Tribe”
10 has the meaning given that term in section 4 of the
11 Indian Self-Determination and Education Assistance
12 Act (25 U.S.C. 5304).

13 (11) NATIONAL FOREST SYSTEM LANDS.—The
14 term “National Forest System lands” has the mean-
15 ing given the term in section 11(a) of the Forest
16 and Rangeland Renewable Resources Planning Act
17 of 1974 (16 U.S.C. 1609).

18 (12) PUBLIC LANDS.—The term “public lands”
19 has the meaning given that term in section 103 of
20 the Federal Land Policy and Management Act of
21 1976 (43 U.S.C. 1702), except that the term in-
22 cludes Coos Bay Wagon Road Grant lands and Or-
23 egon and California Railroad Grant lands.

1 (13) RELEVANT CONGRESSIONAL COMMIT-
2 TEES.—The term “relevant Congressional Commit-
3 tees” means—

4 (A) the Committees on Natural Resources
5 and Agriculture of the House of Representa-
6 tives; and

7 (B) the Committees on Energy and Nat-
8 ural Resources and Agriculture, Nutrition, and
9 Forestry of the Senate.

10 (14) RESPONSIBLE OFFICIAL.—The term “re-
11 sponsible official” means an employee of the Depart-
12 ment of the Interior or Forest Service who has the
13 authority to make and implement a decision on a
14 proposed action.

15 (15) SECRETARIES.—The term “Secretaries”
16 means each of—

17 (A) the Secretary of the Interior; and

18 (B) the Secretary of Agriculture.

19 (16) SECRETARY.—The term “Secretary”
20 means the Secretary of Agriculture.

21 (17) SECRETARY CONCERNED.—The term
22 “Secretary concerned” means—

23 (A) the Secretary of Agriculture, with re-
24 spect to National Forest System lands; and

1 (B) the Secretary of the Interior, with re-
2 spect to public lands.

3 (18) SPECIAL DISTRICT.—The term “special
4 district” means a political subdivision of a State
5 that—

6 (A) has significant budgetary autonomy or
7 control;

8 (B) was created by or pursuant to the laws
9 of the State for the purpose of performing a
10 limited and specific governmental or proprietary
11 function; and

12 (C) is distinct from any other local govern-
13 ment unit within the State.

14 (19) STATE.—The term “State” means each of
15 the several States, the District of Columbia, and
16 each territory of the United States.

17 **TITLE I—LANDSCAPE-SCALE**
18 **RESTORATION**

19 **Subtitle A—Addressing Emergency**
20 **Wildfire Risks in High Priority**
21 **Fresheds**

22 **SEC. 101. DESIGNATION OF FIRESHED MANAGEMENT**
23 **AREAS.**

24 (a) DESIGNATION OF FIRESHED MANAGEMENT
25 AREAS.—

1 (1) INITIAL DESIGNATIONS.—For the period be-
2 ginning on the date of enactment of this Act and
3 ending on the date that is 5 years after the date of
4 enactment of this Act, there are designated fireshed
5 management areas, which—

6 (A) shall be comprised of individual land-
7 scape-scale firesheds identified as being a high
8 risk fireshed in the “Wildfire Crisis Strategy”
9 published by the Forest Service in January
10 2022;

11 (B) shall be comprised of individual land-
12 scape-scale firesheds identified by the Secretary,
13 in consultation with the Secretary of the Inte-
14 rior, as being in the top 20 percent of the 7,688
15 firesheds published by the Rocky Mountain Re-
16 search Station of the Forest Service in 2019 for
17 wildfire exposure based on the following cri-
18 teria—

19 (i) wildfire exposure and cor-
20 responding risk to communities, including
21 risk to life and structures;

22 (ii) wildfire exposure and cor-
23 responding risk to municipal watersheds,
24 including tribal water supplies and sys-
25 tems; and

1 (iii) risk of forest conversion due to
2 wildfire;

3 (C) shall not overlap with any other
4 fireshed management areas;

5 (D) may contain Federal and non-Federal
6 land, including Indian forest lands or range-
7 lands; and

8 (E) where the Secretary concerned shall
9 carry out fireshed management projects.

10 (2) FURTHER FIRESHED MANAGEMENT AREA
11 DESIGNATIONS.—

12 (A) IN GENERAL.—On the date that is 5
13 years after the date of the enactment of this
14 Act and every 5 years thereafter, the Secretary,
15 in consultation with the Secretary of the Inte-
16 rior, shall submit to the relevant Congressional
17 Committees an updated map of firesheds based
18 on the Fireshed Registry maintained under sec-
19 tion 103.

20 (B) DESIGNATION.—Not later than 60
21 days after submitting an updated fireshed map
22 under subparagraph (A), the Secretary shall,
23 based on such map, designate additional
24 fireshed management areas that are identified
25 as being in the top 20 percent of firesheds at

1 risk of wildfire exposure based on the criteria
2 specified in subparagraphs (B), (C), (D), and
3 (E) of paragraph (1).

4 (b) **APPLICABILITY OF NEPA.**—The designation of
5 fireshed management areas under this section shall not
6 be subject to the requirements of the National Environ-
7 mental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

8 **SEC. 102. FIRESHED CENTER.**

9 (a) **ESTABLISHMENT.**—

10 (1) **IN GENERAL.**—The Secretary, acting
11 through the Chief of the Forest Service, and the
12 Secretary of the Interior, acting through the Direc-
13 tor of the U.S. Geological Survey, shall jointly estab-
14 lish an interagency center, to be known as the
15 Fireshed Center (hereinafter referred to as the
16 “Center”) to carry out the purposes in subsection
17 (b).

18 (2) **COMPOSITION.**—

19 (A) **DIVISIONS.**—The Center shall be com-
20 prised of the following divisions:

21 (i) Technology and Engineering.

22 (ii) Data Services.

23 (iii) Analysis and Prediction.

24 (iv) Education and Consultation.

- 1 (B) REPRESENTATIVES.—The Center shall
2 be comprised of at least one career representa-
3 tive from each of the following:
- 4 (i) The Forest Service.
 - 5 (ii) The Bureau of Land Manage-
6 ment.
 - 7 (iii) The National Park Service.
 - 8 (iv) The Bureau of Indian Affairs.
 - 9 (v) The U.S. Fish and Wildlife Serv-
10 ice.
 - 11 (vi) The U.S. Geological Survey.
 - 12 (vii) The Department of Defense.
 - 13 (viii) The Department of Homeland
14 Security.
 - 15 (ix) The Department of Energy.
 - 16 (x) The Federal Emergency Manage-
17 ment Agency.
 - 18 (xi) The National Science Foundation.
 - 19 (xii) The National Oceanic and At-
20 mospheric Administration.
 - 21 (xiii) The National Aeronautics and
22 Space Administration.
 - 23 (xiv) The National Institute of Stand-
24 ards and Technology.

1 (xv) The United States Fire Adminis-
2 tration.

3 (C) APPOINTMENTS.—Each representative
4 of a Department, Agency, or other entity speci-
5 fied in subparagraph (B) shall be appointed by
6 the head of that Department, Agency, or other
7 entity, as applicable.

8 (3) DIRECTOR.—The representatives appointed
9 under paragraph (2) shall, by majority vote, appoint
10 a Director of the Center, who—

11 (A) shall be an employee of the U.S. Geo-
12 logical Survey or the Forest Service;

13 (B) shall serve an initial term of not more
14 than 7 years;

15 (C) may serve one additional term of not
16 more than 7 years after the initial term de-
17 scribed in subparagraph (B); and

18 (D) shall be responsible for the manage-
19 ment and operation of the Center.

20 (4) ASSOCIATE DIRECTORS.—In consultation
21 with the representatives appointed under paragraph
22 (2), the Director may appoint such Associate Direc-
23 tors as the Director determines necessary.

24 (5) ADDITIONAL REPRESENTATION.—The Sec-
25 retary, acting through the Chief of the Forest Serv-

1 ice, and the Secretary of the Interior, acting through
2 the Director of the U.S. Geological Survey, may
3 jointly appoint additional representatives of Federal
4 agencies, States, Indian Tribes, or local governments
5 to the Center, as the Secretaries determine nec-
6 essary.

7 (b) PURPOSES.—The purposes of the Center are to—

8 (1) comprehensively assess and predict, using
9 data tools (including artificial intelligence) and other
10 decision support products, fire and smoke in the
11 wildland and built environment interface across ju-
12 risdictions to inform—

13 (A) land and fuels management;

14 (B) community (including at-risk commu-
15 nities identified in firehazard assessments con-
16 ducted under section 105) and built environ-
17 ment risk reduction, including the support and
18 development of community wildfire protection
19 plans and evacuation decisions; and

20 (C) public health risk reduction related to
21 wildland fire and smoke, including air quality
22 monitoring and forecasting and smoke pre-
23 diction models;

24 (D) fire response and management, includ-
25 ing the pre-positioning of wildfire suppression

1 personnel and assets based on real-time risk;
2 and

3 (E) post-fire recovery activities, including
4 activities related to vegetation recovery, debris
5 flows and flooding, watershed recovery and pro-
6 tection, and ecosystem health;

7 (2) provide data aggregation, real-time land
8 and fuels management services, and science-based
9 decision support services to inform the purposes
10 specified in subparagraph (A) through (E) of para-
11 graph (1);

12 (3) reduce fragmentation and duplication across
13 Federal land management agencies with respect to
14 predictive service and decision support functions re-
15 lated to wildland fire and smoke, including through
16 the provision of data aggregation described in para-
17 graph (2);

18 (4) promote coordination and sharing of data
19 regarding wildland fire and smoke decision making
20 (including through the provision of data aggregation
21 described in paragraph (2)) to each of the entities
22 specified in subparagraphs (A) through (F) of para-
23 graph (8);

24 (5) streamline procurement processes for tech-
25 nologies (including technologies identified under the

1 pilot program established under section 303) and cy-
2 bersecurity systems related to addressing wildland
3 fire and smoke for the purposes of scaling such tech-
4 nologies and systems across Federal agencies;

5 (6) amplify and distribute existing, and develop
6 as necessary, publicly accessible data, models, tech-
7 nologies (including mapping technologies), assess-
8 ments, and National Weather Service fire weather
9 forecasts to support short- and long-term planning
10 regarding wildland fire and smoke risk reduction
11 and post-fire recovery while avoiding duplicative ef-
12 forts, as determined by the Director;

13 (7) maintain the Fireshed Registry established
14 under section 103; and

15 (8) disseminate data tools (including artificial
16 intelligence) and other decision support products, for
17 use in manners consistent with the purposes de-
18 scribed paragraphs (1) through (7), to the following:

19 (A) Federal agencies.

20 (B) Indian Tribes.

21 (C) State and local governments.

22 (D) Academic or research institutions.

23 (E) Wildland firefighting entities, includ-
24 ing applicable incident management teams and
25 geographic coordination centers.

1 (F) Other entities, including public, pri-
2 vate, and nonprofit entities, with expertise in
3 land management, air quality, water manage-
4 ment, or public health, as determined appro-
5 priate by the Director.

6 (c) MEMORANDA OF UNDERSTANDING.—The Center
7 may enter into memoranda of understanding, contracts,
8 or other agreements with State governments, Indian
9 Tribes, local governments, academic or research institu-
10 tions, and private entities to improve the information and
11 operations of the Center.

12 (d) ADMINISTRATIVE SUPPORT, TECHNICAL SERV-
13 ICES, AND STAFF SUPPORT.—

14 (1) USGS SUPPORT.—The Secretary of the In-
15 terior shall make personnel of the U.S. Geological
16 Survey available to the Center for such administra-
17 tive support, technical services, and development and
18 dissemination of data as the Secretary determines
19 necessary to carry out this section.

20 (2) USFS SUPPORT.—The Secretary shall
21 make personnel of the Forest Service available to
22 the Center for such administrative support, technical
23 services, and the development and dissemination of
24 information related to fire management and the

1 Fireshed Registry as the Secretary determines nec-
2 essary to carry out this section.

3 (3) FUNDING.—Notwithstanding section 708 of
4 title VII of division E of the Consolidated Appro-
5 priations Act, 2023 (Public Law 117–328), the Sec-
6 retary of the Interior and Secretary may enter into
7 agreements to share the management and oper-
8 ational costs of the Center.

9 (e) RULE OF CONSTRUCTION.—Nothing in this sec-
10 tion shall be construed to affect the ownership of any data
11 sources.

12 **SEC. 103. FIRESHED REGISTRY.**

13 (a) FIRESHED REGISTRY.—The Secretary, acting
14 through the Director of the Fireshed Center appointed
15 under section 102, shall maintain a Fireshed Registry on
16 a publicly accessible website that provides interactive
17 geospatial data on individual firesheds, including informa-
18 tion on—

19 (1) wildfire exposure delineated by ownership,
20 including rights-of-way for utilities and other public
21 or private purposes;

22 (2) any hazardous fuels management activities
23 that have occurred within an individual fireshed in
24 the past 10 years;

1 (3) wildfire exposure with respect to such
2 fireshed delineated by—

3 (A) wildfire exposure and corresponding
4 risk to communities, including risk to life and
5 structures;

6 (B) wildfire exposure and corresponding
7 risk to municipal watersheds, including tribal
8 water supplies and systems; and

9 (C) risk of forest conversion due to wild-
10 fire;

11 (4) the percentage of the fireshed that has
12 burned in wildfires in the past 10 years, including,
13 to the extent practicable, delineations of acres that
14 have burned at a high severity;

15 (5) spatial patterns of wildfire exposure, includ-
16 ing plausible extreme fire events; and

17 (6) any hazardous fuels management activities
18 planned for the fireshed, including fireshed manage-
19 ment projects.

20 (b) COMMUNITY WILDFIRE PROTECTION PLANS.—

21 The Director shall make data from the Fireshed Registry
22 available to local communities developing or updating com-
23 munity wildfire protection plans.

1 (c) REQUIREMENT TO MAINTAIN.—As part of the
2 website containing the Fireshed Registry, the Director
3 shall—

4 (1) publish fireshed assessments created under
5 section 105; and

6 (2) maintain a searchable database to track—

7 (A) the status of Federal environmental re-
8 views, permits, and authorizations for fireshed
9 management projects, including—

10 (i) a comprehensive permitting time-
11 table;

12 (ii) the status of the compliance of
13 each lead agency, cooperating agency, and
14 participating agency with the permitting
15 timetable with respect to such fireshed
16 management projects;

17 (iii) any modifications of the permit-
18 ting timetable required under clause (i), in-
19 cluding an explanation as to why the per-
20 mitting timetable was modified; and

21 (iv) information about project-related
22 public meetings, public hearings, and pub-
23 lic comment periods, which shall be pre-
24 sented in English and the predominant
25 language of the community or communities

1 most affected by the project, as that infor-
2 mation becomes available;

3 (B) the projected cost of such fireshed
4 management projects; and

5 (C) in the case of completed fireshed man-
6 agement projects, the effectiveness of such
7 projects in reducing the wildfire exposure within
8 an applicable fireshed, including wildfire expo-
9 sure described in subparagraphs (A) through
10 (C) of subsection (a)(3).

11 (d) RELIANCE ON EXISTING ASSESSMENTS.—In car-
12 rying out this section, the Director may rely on assess-
13 ments completed or data gather through existing partner-
14 ships, to the extent practicable.

15 **SEC. 104. SHARED STEWARDSHIP.**

16 (a) JOINT AGREEMENTS.—Not later than 90 days
17 after receiving a written request from a Governor of a
18 State or an Indian Tribe, the Secretary concerned shall
19 enter into a shared stewardship agreement (or similar
20 agreement) with such Governor or Indian Tribe to joint-
21 ly—

22 (1) promote the reduction of wildfire exposure,
23 based on the criteria in section 101(a)(1)(B), in
24 fireshed management areas across jurisdictional
25 boundaries; and

1 (2) conduct fireshed assessments under section
2 105.

3 (b) **ADDITIONAL FIRESHED MANAGEMENT AREAS.**—

4 With respect to a shared stewardship agreement (or simi-
5 lar agreement) with a Governor of a State or an Indian
6 Tribe entered into under subsection (a), the Secretary con-
7 cerned, if requested by such Governor or Indian Tribe,
8 may—

9 (1) designate additional fireshed management
10 areas under such agreement; and

11 (2) update such agreement to address new wild-
12 fire threats.

13 **SEC. 105. FIRESHED ASSESSMENTS.**

14 (a) **FIRESHED ASSESSMENTS.**—

15 (1) **IN GENERAL.**—Not later than 90 days after
16 the date on which the Secretary concerned enters
17 into an agreement with a Governor of a State or an
18 Indian Tribe under section 104, the Secretary con-
19 cerned and such Governor or Indian Tribe shall,
20 with respect to the fireshed management areas des-
21 ignated in such State, jointly conduct a fireshed as-
22 sessment that—

23 (A) identifies—

24 (i) using the best available science,
25 wildfire exposure risks within each such

- 1 fired management area, including sce-
2 nario planning and wildfire hazard map-
3 ping and models; and
- 4 (ii) each at-risk community within
5 each fired management area;
- 6 (B) identifies potential fired manage-
7 ment projects to be carried out in such fired
8 management areas, giving priority—
- 9 (i) primarily, to projects with the pur-
10 pose of reducing—
- 11 (I) wildfire exposure and cor-
12 responding risk to communities, in-
13 cluding risk to life and structures;
- 14 (II) wildfire exposure and cor-
15 responding risk to municipal water-
16 sheds, including tribal water supplies
17 and systems;
- 18 (III) risk of forest conversion due
19 to wildfire; or
- 20 (IV) any combination of purposes
21 described in subclauses (I) through
22 (III); and
- 23 (ii) secondarily, to projects with the
24 purpose of protecting—

1 (I) critical infrastructure, includ-
2 ing utility infrastructure;

3 (II) wildlife habitats, including
4 habitat for species listed under the
5 Endangered Species Act (16 U.S.C.
6 1531 et seq.);

7 (III) the built environment, in-
8 cluding residential and commercial
9 buildings;

10 (IV) resources of an Indian
11 Tribe, as defined by the Indian Tribe;
12 or

13 (V) any combination of purposes
14 described in subclauses (I) through
15 (IV);

16 (C) includes—

17 (i) a strategy for reducing the threat
18 of wildfire to at-risk communities in the
19 wildland-urban interface on both Federal
20 and non-Federal land;

21 (ii) a timeline for the implementation
22 of fireshed management projects;

23 (iii) long-term benchmark goals for
24 the completion of fireshed management
25 projects in the highest wildfire exposure

1 areas so that such projects contribute to
2 the development and maintenance of
3 healthy and resilient landscapes;

4 (iv) policies to ensure fireshed man-
5 agement projects comply with applicable
6 forest plans and incorporate the best avail-
7 able science; and

8 (v) a strategy for reducing the threat
9 of wildfire to improve the effectiveness of
10 wildland firefighting, particularly the effec-
11 tiveness of fuels treatments that would im-
12 prove wildland firefighter safety during
13 wildfires;

14 (D) shall be regularly updated based on
15 the best available science, as determined by the
16 Secretary concerned; and

17 (E) shall be publicly available on a website
18 maintained by the Secretary concerned.

19 (2) LOCAL GOVERNMENT PARTICIPATION.—

20 Upon the written request of a local government, the
21 Secretary concerned and the Governor of the State
22 in which the local government is located may allow
23 such local government to participate in producing
24 the fireshed assessment under paragraph (1) for
25 such State.

1 (3) INFORMATION IMPROVEMENT.—

2 (A) MEMORANDA OF UNDERSTANDING.—

3 In carrying out a fireshed assessment under
4 this subsection, the Secretary concerned may
5 enter into memoranda of understanding with
6 other Federal agencies or departments (includ-
7 ing the National Oceanic and Atmospheric Ad-
8 ministration), States, Indian Tribes, private en-
9 tities, or research or educational institutions to
10 improve, with respect to such assessment, the
11 use and integration of—

12 (i) advanced remote sensing and
13 geospatial technologies;

14 (ii) statistical modeling and analysis;

15 or

16 (iii) any other technology or combina-
17 tion of technologies and analyses that the
18 Secretary concerned determines will benefit
19 the quality of information of such an as-
20 sessment.

21 (B) BEST AVAILABLE SCIENCE.—In using
22 the best available science for the fireshed as-
23 sements completed under subsection (a)(1),
24 the Secretary concerned and Governor shall, to
25 the maximum extent practicable, incorporate—

- 1 (i) traditional ecological knowledge
2 from Indian Tribes;
- 3 (ii) data from State forest action
4 plans and State wildfire risk assessments;
- 5 (iii) data from the Fireshed Registry
6 maintained under section 103; and
- 7 (iv) data from other Federal, State,
8 Tribal, and local governments or agencies.

9 (b) APPLICABILITY OF NEPA.—Fireshed assess-
10 ments conducted under this section shall not be subject
11 to the requirements of the National Environmental Policy
12 Act of 1969 (42 U.S.C. 4321 et seq.).

13 **SEC. 106. EMERGENCY FIRESHED MANAGEMENT.**

14 (a) FIRESHED MANAGEMENT PROJECTS.—

15 (1) IN GENERAL.—The Secretary concerned,
16 acting through a responsible official, shall carry out
17 fireshed management projects in fireshed manage-
18 ment areas designated under section 101 in accord-
19 ance with this section.

20 (2) FIRESHED MANAGEMENT PROJECTS.—The
21 responsible official shall carry out the following for-
22 est and vegetation management activities as fireshed
23 management projects under this section:

24 (A) Conducting hazardous fuels manage-
25 ment activities.

1 (B) Creating fuel breaks and fire breaks.

2 (C) Removing hazard trees, dead trees,
3 dying trees, or trees at risk of dying, as deter-
4 mined by the responsible official.

5 (D) Developing, approving, or conducting
6 routine maintenance under a vegetation man-
7 agement, facility inspection, and operation and
8 maintenance plan submitted under section
9 512(c)(1) of the Federal Land Policy and Man-
10 agement Act of 1976 (43 U.S.C. 1772(c)(1)).

11 (E) Removing trees to address over-
12 stocking or crowding in a forest stand, con-
13 sistent with the appropriate basal area of the
14 forest stand as determined by the responsible
15 official.

16 (F) Using chemical or re-seeding and
17 planting treatments to address insects and dis-
18 ease and control vegetation competition or
19 invasive species.

20 (G) Any activities recommended by an ap-
21 plicable firehazard assessment carried out under
22 section 105.

23 (H) Any activities recommended by an ap-
24 plicable community wildfire protection plan.

1 (I) Any combination of activities described
2 in this paragraph.

3 (3) EMERGENCY FIRESHED MANAGEMENT.—

4 (A) IN GENERAL.—For any fireshed man-
5 agement area designated under section 101, the
6 following shall have the force and effect of law:

7 (i) Section 220.4(b) of title 36, Code
8 of Federal Regulations (as in effect on the
9 date of enactment of this Act), with re-
10 spect to lands under the jurisdiction of the
11 Secretary.

12 (ii) Section 46.150 of title 43, Code of
13 Federal Regulations (as in effect on the
14 date of enactment of this Act), with re-
15 spect to lands under the jurisdiction of the
16 Secretary of the Interior.

17 (iii) Section 402.05 of title 50, Code
18 of Federal Regulations (as in effect on the
19 date of enactment of this Act).

20 (iv) Section 800.12 of title 36, Code
21 of Federal Regulations (as in effect on the
22 date of enactment of this Act).

23 (B) UTILIZATION OF EXISTING STREAM-
24 LINED AUTHORITIES IN FIRESHED MANAGE-
25 MENT AREAS.—

1 (i) IN GENERAL.—Fireshed manage-
2 ment projects carried out under this sec-
3 tion shall be considered authorized projects
4 under the following categorical exclusions:

5 (I) Section 603(a) of the Healthy
6 Forests Restoration Act of 2003 (16
7 U.S.C. 6591b(a)).

8 (II) Section 605(a) of the
9 Healthy Forests Restoration Act of
10 2003 (16 U.S.C. 6591d(a)).

11 (III) Section 606(b) of the
12 Healthy Forests Restoration Act of
13 2003 (16 U.S.C. 6591e(b)).

14 (IV) Section 40806(b) of the In-
15 frastructure Investment and Jobs Act
16 (16 U.S.C. 6592b(b)).

17 (V) Section 4(c)(4) of the Lake
18 Tahoe Restoration Act (Public Law
19 106–506; 114 Stat. 2353).

20 (ii) ADDITIONAL EMERGENCY AC-
21 TIONS.—Subsection (d) of section 40807 of
22 the Infrastructure Investment and Jobs
23 Act (16 U.S.C. 6592c) shall apply to
24 fireshed management projects under this
25 section in the same manner as such sub-

1 section applies to authorized emergency ac-
2 tions (as defined in subsection (a) of such
3 section 40807) under such section 40807.

4 (iii) USE OF EXPEDITED AUTHORI-
5 TIES.—In carrying out a firehshed manage-
6 ment project, the Secretary shall apply a
7 categorical exclusion under clause (i)—

8 (I) in a manner consistent with
9 the statute establishing such categor-
10 ical exclusion; and

11 (II) in any area—

12 (aa) designated as suitable
13 for timber production within the
14 applicable forest plan; or

15 (bb) where timber harvest
16 activities are not prohibited.

17 (iv) FISCAL RESPONSIBILITY ACT RE-
18 QUIREMENTS.—In carrying out this sec-
19 tion, the Secretary concerned shall ensure
20 compliance with the amendments made to
21 the National Environmental Policy Act (42
22 U.S.C. 4321 et seq.) by the Fiscal Respon-
23 sibility Act of 2023 (Public Law 118–5).

24 (v) USE OF OTHER AUTHORITIES.—
25 To the maximum extent practicable, the

1 Secretary concerned shall use the authori-
2 ties provided under this section in com-
3 bination with other authorities to carry out
4 fireshed management projects, including—

5 (I) good neighbor agreements en-
6 tered into under section 8206 of the
7 Agricultural Act of 2014 (16 U.S.C.
8 2113a) (as amended by this Act);

9 (II) stewardship contracting
10 projects entered into under section
11 604 of the Healthy Forests Restora-
12 tion Act of 2003 (16 U.S.C. 6591c)
13 (as amended by this Act);

14 (III) self-determination contracts
15 and self-governance compact agree-
16 ments entered into under the Indian
17 Self-Determination and Education As-
18 sistance Act (25 U.S.C. 5301 et seq.);
19 and

20 (IV) agreements entered into
21 under the Tribal Forest Protection
22 Act of 2004 (25 U.S.C. 3115a et
23 seq.).

24 (b) EXPANSION.—

1 (1) HFRA AMENDMENTS.—The Healthy For-
2 ests Restoration Act of 2003 is amended—

3 (A) in section 3 (16 U.S.C. 6502), by in-
4 serting at the end the following:

5 “(3) LOCAL GOVERNMENT.—The term ‘local
6 government’ means a county, municipality, or special
7 district.

8 “(4) SPECIAL DISTRICT.—The term ‘special dis-
9 trict’ means a political subdivision of a State that—

10 “(A) has significant budgetary autonomy
11 or control;

12 “(B) was created by or pursuant to the
13 laws of the State for the purpose of performing
14 a limited and specific governmental or propri-
15 etary function; and

16 “(C) is distinct from any other local gov-
17 ernment unit within the State.”.

18 (B) in section 603(c)(1) (16 U.S.C.
19 6591b(c)(1)), by striking “3000 acres” and in-
20 serting “10,000 acres”;

21 (C) in section 603(c)(2)(B) (16 U.S.C.
22 6591b(c)(2)(B)), by striking “Fire Regime
23 Groups I, II, or III” and inserting “Fire Re-
24 gime I, Fire Regime II, Fire Regime III, Fire
25 Regime IV, or Fire Regime V”;

1 (D) in section 605(c)(1) (16 U.S.C.
2 6591d(e)(1)), by striking “3000 acres” and in-
3 serting “10,000 acres”; and

4 (E) in section 606(g) (16 U.S.C.
5 6591e(g)), by striking “4,500 acres” and in-
6 serting “10,000 acres”.

7 (2) INFRASTRUCTURE INVESTMENT AND JOBS
8 ACT AMENDMENT.—Section 40806(d)(1) of the In-
9 frastructure Investment and Jobs Act (16 U.S.C.
10 6592b(d)(1)), by striking “3,000 acres” and insert-
11 ing “10,000 acres”.

12 (3) LAKE TAHOE RESTORATION ACT AMEND-
13 MENTS.—Section 4(c)(4)(C) of the Lake Tahoe Res-
14 toration Act (Public Law 106–506; 114 Stat. 2353)
15 is amended—

16 (A) by striking “Lake Tahoe Basin Man-
17 agement Unit”; and

18 (B) by inserting “applicable to the area”
19 before the period at the end.

20 **SEC. 107. SUNSET.**

21 The authority under this subtitle shall terminate on
22 the date that is 7 years after the date of enactment of
23 this Act.

1 **Subtitle B—Expanding Collaborative Tools to Reduce Wildfire**
 2 **Risk and Improve Forest Health**

4 **SEC. 111. MODIFICATION OF THE TREATMENT OF CERTAIN**
 5 **REVENUE AND PAYMENTS UNDER GOOD**
 6 **NEIGHBOR AGREEMENTS.**

7 (a) GOOD NEIGHBOR AUTHORITY.—Section 8206 of
 8 the Agricultural Act of 2014 (16 U.S.C. 2113a) is amend-
 9 ed—

10 (1) in subsection (a)(6), by striking “or Indian
 11 tribe”;

12 (2) in subsection (a), by inserting the following:

13 “(11) SPECIAL DISTRICT.—The term ‘special
 14 district’ means a political subdivision of a State
 15 that—

16 “(A) has significant budgetary autonomy
 17 or control;

18 “(B) was created by or pursuant to the
 19 laws of the State for the purpose of performing
 20 a limited and specific governmental or propri-
 21 etary function; and

22 “(C) is distinct from any other local gov-
 23 ernment unit within the State.”.

24 (3) in subsection (b)—

1 (A) in paragraph (1)(A), by inserting “,
2 Indian Tribe, special district,” after “Gov-
3 ernor”;

4 (B) in paragraph (2)(C)—

5 (i) in clause (i)—

6 (I) by inserting “special district,”
7 after “Indian Tribe,” each place it ap-
8 pears;

9 (II) in subclause (I)—

10 (aa) by striking “on”; and

11 (bb) by striking “; and” and
12 inserting a semicolon;

13 (III) in subclause (II)(bb), by
14 striking the period at the end and in-
15 serting a semicolon; and

16 (IV) by adding at the end the fol-
17 lowing:

18 “(III) to construct new perma-
19 nent roads on Federal lands that
20 are—

21 “(aa) necessary to imple-
22 ment authorized restoration ac-
23 tivities; and

24 “(bb) approved by the Fed-
25 eral agency through an environ-

1 mental analysis or categorical ex-
2 clusion decision;

3 “(IV) to complete new permanent
4 road construction to replace and de-
5 commission an existing permanent
6 road that is adversely impacting for-
7 est, rangeland, or watershed health;
8 and

9 “(V) if there are funds remaining
10 after carrying out subclauses (I)
11 through (IV), to carry out authorized
12 restoration services under other good
13 neighbor agreements and for the ad-
14 ministration of a good neighbor au-
15 thority program by a Governor, In-
16 dian tribe, special district, or coun-
17 ty.”; and

18 (ii) in clause (ii), by striking “2028”
19 and inserting “2030”; and

20 (C) in paragraph (3), by inserting “, In-
21 dian Tribe, special district,” after “Governor”;
22 and

23 (D) by striking paragraph (4).

1 (b) CONFORMING AMENDMENTS.—Section 8206(a)
 2 of the Agricultural Act of 2014 (16 U.S.C. 2113a(a)) is
 3 amended—

4 (1) in paragraph (1)(B), by inserting “, Indian
 5 Tribe, special district,” after “Governor”; and

6 (2) in paragraph (5), by inserting “, Indian
 7 Tribe, special district,” after “Governor”.

8 (c) EFFECTIVE DATE.—The amendments made by
 9 this section apply to any project initiated pursuant to a
 10 good neighbor agreement (as defined in section 8206(a)
 11 of the Agricultural Act of 2014 (16 U.S.C. 2113a(a)))—

12 (1) before the date of enactment of this Act, if
 13 the project was initiated after the date of enactment
 14 of the Agriculture Improvement Act of 2018 (Public
 15 Law 115–334; 132 Stat. 4490); or

16 (2) on or after the date of enactment of this
 17 Act.

18 **SEC. 112. FIXING STEWARDSHIP END RESULT CON-**
 19 **TRACTING.**

20 Section 604 of the Healthy Forests Restoration Act
 21 of 2003 (16 U.S.C. 6591c) is amended—

22 (1) in subsection (b), by inserting “, including
 23 retaining and expanding existing forest products in-
 24 frastructure” before the period at the end;

1 (2) in subsection (d)(3)(B), by striking “10
2 years” and inserting “20 years”; and

3 (3) in subsection (h), by adding at the end the
4 following:

5 “(4) SPECIAL RULE FOR LONG-TERM STEWARD-
6 SHIP CONTRACTS.—

7 “(A) IN GENERAL.—A long-term agree-
8 ment or contract entered into with an entity
9 under subsection (b) by the Chief or the Direc-
10 tor shall provide that in the case of the can-
11 cellation or termination by the Chief or the Di-
12 rector of such long-term agreement or contract,
13 the Chief or the Director, as applicable, shall
14 provide 10 percent of the agreement or contract
15 amount to such entity as cancellation or termi-
16 nation costs.

17 “(B) DEFINITION OF LONG-TERM AGREE-
18 MENT OR CONTRACT.—In this paragraph, the
19 term ‘long-term agreement or contract’ means
20 an agreement or contract under subsection
21 (b)—

22 “(i) with a term of more than 5 years;

23 and

24 “(ii) entered into on or after the date
25 of the enactment of this paragraph.”.

1 **SEC. 113. INTRA-AGENCY STRIKE TEAMS.**

2 (a) ESTABLISHMENT.—The Secretary concerned
3 shall establish intra-agency strike teams to assist the Sec-
4 retary concerned with—

5 (1) any reviews, including analysis under the
6 National Environmental Policy Act of 1969 (42
7 U.S.C. 4321 et seq.), consultations under the Na-
8 tional Historic Preservation Act of 1966 (16 U.S.C.
9 470 et seq.), and consultations under the Endan-
10 gered Species Act of 1973 (16 U.S.C. 1531 et seq.),
11 with the intent to accelerate and streamline inter-
12 agency consultation processes;

13 (2) the implementation of any necessary site
14 preparation work in advance of or as part of a
15 fireshed management project;

16 (3) the implementation of fireshed management
17 projects under such section; and

18 (4) any combination of purposes under para-
19 graphs (1) through (3).

20 (b) MEMBERS.—The Secretary concerned may ap-
21 point not more than 10 individuals to serve on an intra-
22 agency strike team comprised of—

23 (1) employees of the Department under the ju-
24 risdiction of the Secretary concerned;

25 (2) employees of a different Federal agency,
26 with the consent of that agency's Secretary;

1 (3) private contractors from any nonprofit orga-
2 nization, State government, Indian Tribe, local gov-
3 ernment, quasi-governmental agency, academic insti-
4 tution, or private organization; and

5 (4) volunteers from any nonprofit organization,
6 State government, Indian Tribe, local government,
7 quasi-governmental agency, academic institution, or
8 private organization.

9 (c) SUNSET.—The authority provided under this sec-
10 tion shall terminate on the date that is 7 years after the
11 date of enactment of this Act.

12 **SEC. 114. LOCALLY-LED RESTORATION.**

13 (a) THRESHOLD ADJUSTMENT.—Section 14(d) of the
14 National Forest Management Act of 1976 (16 U.S.C.
15 472a(d)) is amended by—

16 (1) striking “\$10,000” and inserting
17 “\$55,000”; and

18 (2) by adding at the end the following: “Begin-
19 ning on January 1, 2027, and annually thereafter,
20 the amount in the first sentence of this subsection
21 shall be adjusted by the Secretary for changes in the
22 Consumer Price Index of All Urban Consumers pub-
23 lished by the Bureau of Labor Statistics of the De-
24 partment of Labor.”.

1 (b) FIRESHED MANAGEMENT PROJECTS.—Begin-
 2 ning on the date that is 30 days after the date of enact-
 3 ment of this Act, the Secretary shall solicit bids under sec-
 4 tion 14 of the National Forest Management Act of 1976
 5 (16 U.S.C. 472a(d)) for fireshed management projects
 6 under section 106.

7 **SEC. 115. JOINT CHIEFS LANDSCAPE RESTORATION PART-**
 8 **NERSHIP PROGRAM.**

9 Section 40808 of the Infrastructure Investment and
 10 Jobs Act (16 U.S.C. 6592d) is amended—

11 (1) in subsection (a)(2)—

12 (A) in subparagraph (B), by striking “or”
 13 at the end;

14 (B) in subparagraph (C), by striking the
 15 period at the end and inserting a semicolon;
 16 and

17 (C) by adding at the end the following:

18 “(D) to recover from wildfires; or

19 “(E) to enhance soil, water, and related
 20 natural resources.”;

21 (2) in subsection (d)(1)—

22 (A) in subparagraph (A), by inserting
 23 “and post-wildfire impacts” after “wildfire
 24 risk”; and

1 (B) in subparagraph (F), by inserting “,
2 as identified in the corresponding State forest
3 action plan or similar priority plan (such as a
4 State wildlife or water plan)” before the semi-
5 colon;

6 (3) in subsection (g)(2), by inserting “and at
7 least once every 2 fiscal years thereafter” after “and
8 2023”; and

9 (4) in subsection (h)(1), by striking “and
10 2023” and inserting “through 2030”.

11 **SEC. 116. COLLABORATIVE FOREST LANDSCAPE RESTORA-**
12 **TION PROGRAM.**

13 Section 4003 of the Omnibus Public Land Manage-
14 ment Act of 2009 (16 U.S.C. 7303) is amended—

15 (1) in subsection (b)(3)—

16 (A) in subparagraph (D), by striking “spe-
17 cies;” and inserting “species or pathogens;”;

18 (B) in subparagraph (G), by striking
19 “and” at the end;

20 (C) in subparagraph (H), by adding “and”
21 after the semicolon at the end; and

22 (D) by adding at the end the following:

23 “(I) address standardized monitoring ques-
24 tions and indicators;”;

25 (2) in subsection (c)(3)(A)—

1 (A) in clause (i), by striking “and” at the
2 end;

3 (B) in clause (ii), by adding “and” at the
4 end; and

5 (C) by adding at the end the following:

6 “(iii) include a plan to provide sup-
7 port to collaborative processes established
8 pursuant to subsection (b)(2);”;

9 (3) in subsection (d)—

10 (A) in paragraph (2)—

11 (i) in subparagraph (E), by striking
12 “and” at the end;

13 (ii) in subparagraph (F), by striking
14 the period at the end and inserting “;
15 and”; and

16 (iii) by adding at the end the fol-
17 lowing:

18 “(G) proposals that seek to use innovative
19 implementation mechanisms, including good
20 neighbor agreements entered into under section
21 8206 of the Agricultural Act of 2014 (16
22 U.S.C. 2113a);

23 “(H) proposals that seek to remove or
24 treat insects or diseases, including the removal
25 of trees killed by, or infested with, bark beetles

1 in Arizona, California, Colorado, Idaho, Mon-
2 tana, Nebraska, Nevada, New Mexico, Oregon,
3 South Dakota, Utah, Washington, and Wyo-
4 ming;

5 “(I) proposals that seek to facilitate the
6 sale of firewood and Christmas trees on lands
7 under the jurisdiction of the Secretary or the
8 Secretary of the Interior;

9 “(J) proposals that seek to reduce the risk
10 of uncharacteristic wildfire or increase ecologi-
11 cal restoration activities—

12 “(i) within areas across land owner-
13 ships, including State, Tribal, and private
14 land; and

15 “(ii) within the wildland-urban inter-
16 face (as defined in section 101 of the
17 Healthy Forests Restoration Act of 2003
18 (16 U.S.C. 6511)); and

19 “(K) proposals that seek to enhance water-
20 shed health and drinking water sources.”; and

21 (B) in paragraph (3)—

22 (i) by amending subparagraph (A) to
23 read as follows:

1 “(A) 4 proposals in any 1 region of the
2 National Forest System to be funded during
3 any fiscal year; and”;

4 (ii) by striking subparagraph (B); and

5 (iii) by redesignating subparagraph
6 (C) as subparagraph (B); and

7 (4) in subsection (f)(6), by striking “2019
8 through 2023” and inserting “2025 through 2030”.

9 **SEC. 117. UTILIZING GRAZING FOR WILDFIRE RISK REDUC-**
10 **TION.**

11 The Secretary, acting through the Chief of the Forest
12 Service, in coordination with holders of permits to graze
13 livestock on Federal land, shall develop a strategy to in-
14 crease opportunities to utilize livestock grazing as a wild-
15 fire risk reduction strategy, including—

16 (1) completion of reviews (as required under the
17 National Environmental Policy Act of 1969 (U.S.C.
18 4321 et seq.)) to allow permitted grazing on vacant
19 grazing allotments during instances of drought, wild-
20 fire, or other natural disasters that disrupt grazing
21 on allotments already permitted;

22 (2) use of targeted grazing;

23 (3) increased use of temporary permits to pro-
24 mote targeted fuels reduction and reduction of
25 invasive annual grasses;

- 1 (4) increased use of grazing as a postfire recovery and restoration strategy, where appropriate; and
- 2
- 3 (5) use of all applicable authorities under the
- 4 law.

5 **SEC. 118. WATER SOURCE PROTECTION PROGRAM.**

6 Section 303 of the Healthy Forests Restoration Act

7 of 2003 (16 U.S.C. 6542(g)(4)(B)) is amended—

8 (1) in subsection (a)—

9 (A) by redesignating paragraphs (1)

10 through (7) as paragraphs (2) through (8), respectively;

11

12 (B) by inserting before paragraph (2), as

13 so redesignated, the following:

14 “(1) ADJACENT LAND.—The term ‘adjacent

15 land’ means non-Federal land, including State, local,

16 and private land, that is adjacent to, and within the

17 same watershed as, National Forest System land on

18 which a watershed protection and restoration project

19 is carried out under this section.”; and

20 (C) in paragraph (2), as so redesignated—

21 (i) by redesignating subparagraphs

22 (G) and (H) as subparagraphs (K) and

23 (L), respectively; and

24 (ii) by inserting after subparagraph

25 (F) the following:

1 “(G) an acequia association;

2 “(H) a local, regional, or other public enti-
3 ty that manages stormwater or wastewater re-
4 sources or other related water infrastructure;

5 “(I) a land-grant mercedes;

6 “(J) a local, regional, or other private enti-
7 ty that has water delivery authority;”;

8 (2) in subsection (b)—

9 (A) by striking “The Secretary shall” and
10 inserting the following:

11 “(1) IN GENERAL.—The Secretary shall”; and

12 (B) by adding at the end the following:

13 “(2) REQUIREMENTS.—A watershed protection
14 and restoration project under the Program shall be
15 designed to—

16 “(A) protect and restore watershed health,
17 water supply and quality, a municipal or agri-
18 cultural water supply system, and water-related
19 infrastructure;

20 “(B) protect and restore forest health from
21 insect infestation and disease or wildfire; or

22 “(C) advance any combination of the pur-
23 poses described in subparagraphs (A) and (B).

24 “(3) PRIORITIES.—In selecting watershed pro-
25 tection and restoration projects under the Program,

1 the Secretary shall give priority to projects that
2 would—

3 “(A) provide risk management benefits as-
4 sociated with: drought; wildfire; post-wildfire
5 conditions; extreme weather; flooding; resilience
6 to climate change; and watershed and fire resil-
7 ience, including minimizing risks to watershed
8 health, water supply and quality, and water-re-
9 lated infrastructure, including municipal and
10 agricultural water supply systems;

11 “(B) support aquatic restoration and con-
12 servation efforts that complement existing or
13 planned forest restoration or wildfire risk re-
14 duction efforts; or

15 “(C) provide quantifiable benefits to water
16 supply or quality and include the use of nature-
17 based solutions, such as restoring wetland and
18 riparian ecosystems.

19 “(4) CONDITIONS FOR PROJECTS ON ADJACENT
20 LAND.—

21 “(A) IN GENERAL.—No project or activity
22 may be carried out under this section on adja-
23 cent land unless the owner of the adjacent land
24 agrees in writing that the owner is a willing and

1 engaged partner in carrying out that project or
2 activity.

3 “(B) EFFECT.—Nothing in this section
4 shall be construed to authorize any change in—

5 “(i) the ownership of adjacent land on
6 which a project or activity is carried out
7 under this section; or

8 “(ii) the management of adjacent land
9 on which a project or activity is carried out
10 under this section, except during the car-
11 rying out of that project or activity.”;

12 (3) in subsection (c)—

13 (A) in paragraph (1), by striking “with
14 end water users” and inserting “with end water
15 users to protect and restore the condition of
16 National Forest watersheds and adjacent land
17 that provide water—

18 “(A) to the end water users subject to the
19 agreement; or

20 “(B) for the benefit of another end water
21 user.”;

22 (B) in paragraph (2)—

23 (i) in subparagraph (C), by striking
24 “or” at the end;

1 (ii) by redesignating subparagraph
2 (D) as subparagraph (E); and

3 (iii) by inserting after subparagraph
4 (C) the following:

5 “(D) a good neighbor agreement entered
6 into under section 8206 of the Agricultural Act
7 of 2014 (16 U.S.C. 2113a); or”; and

8 (C) by adding at the end the following:

9 “(3) COOPERATION WITH NON-FEDERAL PART-
10 NERS.—The Secretary shall cooperate with non-Fed-
11 eral partners in carrying out assessments, planning,
12 project design, and project implementation under
13 this section.”;

14 (4) in subsection (d)—

15 (A) by amending paragraph (2) to read as
16 follows:

17 “(2) REQUIREMENT.—A water source manage-
18 ment plan shall be—

19 “(A) designed to protect and restore eco-
20 logical integrity (as defined in section 219.19 of
21 title 36, Code of Federal Regulations (as in ef-
22 fect on the date of enactment of this subpara-
23 graph));

24 “(B) based on the best available scientific
25 information; and

1 “(C) conducted in a manner consistent
2 with the forest plan applicable to the National
3 Forest System land on which the watershed
4 protection and restoration project is carried
5 out.”; and

6 (B) by adding at the end the following:

7 “(4) REDUCING REDUNDANCY.—An existing
8 watershed plan, such as a watershed protection and
9 restoration action plan developed under section
10 304(a)(3), or other applicable watershed planning
11 documents as approved by the Secretary may be
12 used as the basis for a water source management
13 plan under this subsection.”; and

14 (5) in subsection (e)(1), by striking “primary
15 purpose of” and all that follows through the period
16 at the end and inserting “primary purpose of ad-
17 vancing any of the purposes described in subsection
18 (b)(2).”.

19 **SEC. 119. WATERSHED CONDITION FRAMEWORK TECH-**
20 **NICAL CORRECTIONS.**

21 Section 304(a) of the Healthy Forests Restoration
22 Act of 2003 (16 U.S.C. 6543(a)) is amended in para-
23 graphs (3) and (5) by striking “protection and”.

1 **Subtitle C—Litigation Reform**

2 **SEC. 121. COMMONSENSE LITIGATION REFORM.**

3 (a) **IN GENERAL.**—A court shall not enjoin a covered
4 agency action if the court determines that the plaintiff is
5 unable to demonstrate that the claim of the plaintiff is
6 likely to succeed on the merits.

7 (b) **BALANCING SHORT- AND LONG-TERM EFFECTS**
8 **OF COVERED AGENCY ACTION IN CONSIDERING INJUNC-**
9 **TIVE RELIEF.**—As part of its weighing the equities while
10 considering any request for an injunction that applies to
11 a covered agency action, the court reviewing such action
12 shall balance the impact to the ecosystem likely affected
13 by such action of—

14 (1) the short- and long-term effects of under-
15 taking such action; against

16 (2) the short- and long-term effects of not un-
17 dertaking such action.

18 (c) **LIMITATIONS ON JUDICIAL REVIEW.**—

19 (1) **IN GENERAL.**—Notwithstanding any other
20 provision of law (except this section), in the case of
21 a claim arising under Federal law seeking judicial
22 review of a covered agency action—

23 (A) a court shall not hold unlawful, set
24 aside, or otherwise limit, delay, stay, vacate, or

1 enjoin such agency action unless the court de-
2 termines that—

3 (i) such action poses or will pose a
4 risk of a proximate and substantial envi-
5 ronmental harm; and

6 (ii) there is no other equitable remedy
7 available as a matter of law; and

8 (B) if a court determines that subpara-
9 graph (A) does not apply to the covered agency
10 action the only remedy the court may order
11 with regard to such agency action is to remand
12 the matter to the agency with instructions to,
13 during the 180-day period beginning on the
14 date of the order, take such additional actions
15 as may be necessary to redress any legal wrong
16 suffered by, or adverse effect on, the plaintiff,
17 except such additional actions may not include
18 the preparation of a new agency document un-
19 less the court finds the agency was required
20 and failed to prepare such agency document.

21 (2) EFFECT OF REMAND.—In the case of a cov-
22 ered agency action to which paragraph (1)(B) ap-
23 plies, the agency may—

24 (A) continue to carry out such agency ac-
25 tion to the extent the action does not impact

1 the additional actions required pursuant to such
2 paragraph; and

3 (B) if the agency action relates to an agen-
4 cy document, use any format to correct such
5 document (including a supplemental environ-
6 mental document, memorandum, or errata
7 sheet).

8 (d) LIMITATIONS ON CLAIMS.—Notwithstanding any
9 other provision of law (except this section), a claim arising
10 under Federal law seeking judicial review of a covered
11 agency action shall be barred unless—

12 (1) with respect to an agency document or the
13 application of a categorical exclusion noticed in the
14 Federal Register, such claim is filed not later than
15 120 days after the date of publication of a notice in
16 the Federal Register of agency intent to carry out
17 the finished management project relating to such
18 agency document or application, unless a shorter pe-
19 riod is specified in such Federal law;

20 (2) in the case of an agency document or the
21 application of a categorical exclusion not described
22 in paragraph (1), such claim is filed not later than
23 120 days after the date that is the earlier of—

24 (A) the date on which such agency docu-
25 ment or application is published; and

1 (B) the date on which such agency docu-
2 ment or application is noticed; and

3 (3) in the case of a covered agency action for
4 which there was a public comment period, such
5 claim—

6 (A) is filed by a party that—

7 (i) participated in the administrative
8 proceedings regarding the fireshed man-
9 agement project relating to such action;
10 and

11 (ii) submitted a comment during such
12 public comment period and such comment
13 was sufficiently detailed to put the applica-
14 ble agency on notice of the issue upon
15 which the party seeks judicial review; and

16 (B) is related to such comment.

17 (e) DEFINITIONS.—In this section:

18 (1) AGENCY DOCUMENT.—The term “agency
19 document” means, with respect to a fireshed man-
20 agement project, a record of decision, environmental
21 document, or programmatic environmental docu-
22 ment.

23 (2) COVERED AGENCY ACTION.—The term
24 “covered agency action” means—

1 (A) the establishment of a fireshed man-
2 agement project by an agency;

3 (B) the application of a categorical exclu-
4 sion to a fireshed management project;

5 (C) the preparation of any agency docu-
6 ment for a fireshed management project; or

7 (D) any other agency action as part of a
8 fireshed management project.

9 (3) NEPA TERMS.—The terms “categorical ex-
10 clusion”, “environmental document”, and “pro-
11 grammatic environmental document” have the mean-
12 ings given such terms, respectively, in section 111 of
13 the National Environmental Policy Act of 1969 (42
14 U.S.C. 4336e).

15 **SEC. 122. CONSULTATION ON FOREST PLANS.**

16 (a) FOREST SERVICE PLANS.—Section 6(d)(2) of the
17 Forest and Rangeland Renewable Resources Planning Act
18 of 1974 (16 U.S.C. 1604(d)(2)) is amended to read as
19 follows:

20 “(2) NO ADDITIONAL CONSULTATION RE-
21 QUIRED UNDER CERTAIN CIRCUMSTANCES.—Not-
22 withstanding any other provision of law, the Sec-
23 retary shall not be required to reinitiate consultation
24 under section 7(a)(2) of the Endangered Species Act
25 of 1973 (16 U.S.C. 1536(a)(2)) or section 402.16 of

1 title 50, Code of Federal Regulations (or a successor
2 regulation), on a land management plan approved,
3 amended, or revised under this section when—

4 “(A) a new species is listed or critical habi-
5 tat is designated under the Endangered Species
6 Act of 1973 (16 U.S.C. 1531 et seq.); or

7 “(B) new information reveals effects of the
8 land management plan that may affect a spe-
9 cies listed or critical habitat designated under
10 that Act in a manner or to an extent not pre-
11 viously considered.”.

12 (b) BUREAU OF LAND MANAGEMENT PLANS.—Sec-
13 tion 202 of the Federal Land Policy and Management Act
14 of 1976 (43 U.S.C. 1712) is amended by adding at the
15 end the following:

16 “(g) NO ADDITIONAL CONSULTATION REQUIRED
17 UNDER CERTAIN CIRCUMSTANCES.—Notwithstanding
18 any other provision of law, the Secretary shall not be re-
19 quired to reinitiate consultation under section 7(a)(2) of
20 the Endangered Species Act of 1973 (16 U.S.C.
21 1536(a)(2)) or section 402.16 of title 50, Code of Federal
22 Regulations (or a successor regulation), on a land use plan
23 approved, amended, or revised under this section when—

1 “(1) a new species is listed or critical habitat
2 is designated under the Endangered Species Act of
3 1973 (16 U.S.C. 1531 et seq.); or

4 “(2) new information reveals effects of the land
5 use plan that may affect a species listed or critical
6 habitat designated under that Act in a manner or to
7 an extent not previously considered.”.

8 **TITLE II—PROTECTING COMMU-**
9 **NITIES IN THE WILDLAND-**
10 **URBAN INTERFACE**

11 **SEC. 201. COMMUNITY WILDFIRE RISK REDUCTION PRO-**
12 **GRAM.**

13 (a) ESTABLISHMENT.—Not later than 30 days after
14 the date of enactment of this Act, the Secretaries shall
15 jointly establish an interagency program to be known as
16 the “Community Wildfire Risk Reduction Program” that
17 shall consist of at least one representative from each of
18 the following:

19 (1) The Office of Wildland Fire of the Depart-
20 ment of the Interior.

21 (2) The National Park Service.

22 (3) The Bureau of Land Management.

23 (4) The United States Fish and Wildlife Serv-
24 ice.

25 (5) The Bureau of Indian Affairs.

1 (6) The Forest Service.

2 (7) The Federal Emergency Management Agen-
3 cy.

4 (8) The United States Fire Administration.

5 (9) The National Institute of Standards and
6 Technology.

7 (10) The National Oceanic and Atmospheric
8 Administration.

9 (b) PURPOSE.—The purpose of the program estab-
10 lished under subsection (a) is to support interagency co-
11 ordination in reducing the risk of, and the damages result-
12 ing from, wildfires in communities (including tribal com-
13 munities) in the wildland-urban interface through—

14 (1) advancing research and science in wildfire
15 resilience and land management, including support
16 for non-Federal research partnerships;

17 (2) supporting adoption by Indian Tribes and
18 local governmental entities of fire-resistant building
19 methods, codes, and standards;

20 (3) supporting efforts by Indian Tribes or local
21 governmental entities to address the effects of
22 wildland fire on such communities, including prop-
23 erty damages, air quality, and water quality;

1 (4) encouraging public-private partnerships to
2 conduct hazardous fuels management activities in
3 the wildland-urban interface;

4 (5) providing technical and financial assistance
5 targeted towards communities, including tribal com-
6 munities, through streamlined and unified technical
7 assistance and grant management mechanisms, in-
8 cluding the portal and grant application established
9 under subsection (c), to—

10 (A) encourage critical risk reduction meas-
11 ures on private property with high wildfire risk
12 exposure in such communities; and

13 (B) mitigate costs for and improve capac-
14 ity among such communities.

15 (c) PORTAL AND UNIFORM GRANT APPLICATION.—

16 (1) IN GENERAL.—As part of the program es-
17 tablished under subsection (a), the Secretaries and
18 the Administrator of the Federal Emergency Man-
19 agement Agency shall establish a portal through
20 which a person may submit a single, uniform appli-
21 cation for any of the following:

22 (A) A community wildfire defense grant
23 under section 40803(f) of the Infrastructure In-
24 vestment and Jobs Act (16 U.S.C. 6592(f)).

1 (B) An emergency management perform-
2 ance grant under section 662 of the Post-
3 Katrina Emergency Management Reform Act of
4 2006 (6 U.S.C. 761).

5 (C) A grant under section 33 of the Fed-
6 eral Fire Prevention and Control Act of 1974
7 (15 U.S.C. 2229).

8 (D) A grant under section 34 of the Fed-
9 eral Fire Prevention and Control Act of 1974
10 (15 U.S.C. 2229a).

11 (E) Financial or technical assistance or a
12 grant under sections 203, 205, 404, 406, or
13 420 of the Robert T. Stafford Disaster Relief
14 and Emergency Assistance Act (42 U.S.C.
15 5133, 5135, 5170c, 5172, 5187).

16 (2) SIMPLIFICATION OF APPLICATION.—In es-
17 tablishing the portal and application under para-
18 graph (1), the Secretaries and the Administrator
19 shall seek to reduce the complexity and length of the
20 application process for the grants described in para-
21 graph (1).

22 (3) TECHNICAL ASSISTANCE.—The Secretaries
23 shall provide technical assistance to communities or
24 persons seeking to apply for financial assistance

1 through the portal using the application established
2 under paragraph (1).

3 (d) SUNSET.—The program established under this
4 section shall terminate on the date that is 7 years after
5 the date of enactment of this Act.

6 **SEC. 202. COMMUNITY WILDFIRE DEFENSE RESEARCH PRO-**
7 **GRAM.**

8 (a) IN GENERAL.—The Secretaries shall, acting
9 jointly, expand the Joint Fire Science Program to include
10 a performance-driven research and development program
11 known as the “Community Wildfire Defense Research
12 Program” for the purpose of testing and advancing inno-
13 vative designs to create or improve the wildfire-resistance
14 of structures and communities.

15 (b) PROGRAM PRIORITIES.—In carrying out the pro-
16 gram established under subsection (a), the Secretaries
17 shall evaluate opportunities to create wildfire-resistant
18 structures and communities through—

19 (1) different affordable building materials, in-
20 cluding mass timber;

21 (2) home hardening, including policies to
22 incentivize and incorporate defensible space;

23 (3) subdivision design and other land use plan-
24 ning and design;

25 (4) landscape architecture; and

1 (5) other wildfire-resistant designs, as deter-
2 mined by the Secretary.

3 (c) COMMUNITY WILDFIRE DEFENSE INNOVATION
4 PRIZE.—

5 (1) IN GENERAL.—In carrying out the program
6 established under subsection (a), the Secretaries
7 shall carry out a competition through which a person
8 may submit to the Secretaries innovative designs for
9 the creation or improvement of an ignition-resistant
10 structure or fire-adapted communities.

11 (2) PRIZE.—Subject to the availability of ap-
12 propriations made in advance for such purpose, the
13 Secretaries may award a prize under the competition
14 described in paragraph (1), based on criteria estab-
15 lished by the Secretaries and in accordance with
16 paragraph (3).

17 (3) SCALE.—In awarding a prize under para-
18 graph (2), the Secretaries shall prioritize for an
19 award designs with the most potential to scale to ex-
20 isting infrastructure.

21 (d) COLLABORATION AND NONDUPLICATION.—In
22 carrying out the program established under subsection (a),
23 the Secretaries shall ensure collaboration and nonduplica-
24 tion of activities with the Building Technologies Office of
25 the Department of Energy.

1 (e) SUNSET.—The program established under sub-
2 section (a) shall terminate on the date that is 7 years after
3 the date of enactment of this Act.

4 **SEC. 203. VEGETATION MANAGEMENT, FACILITY INSPEC-**
5 **TION, AND OPERATION AND MAINTENANCE**
6 **RELATING TO ELECTRIC TRANSMISSION AND**
7 **DISTRIBUTION FACILITY RIGHTS-OF-WAY.**

8 (a) HAZARD TREES WITHIN 150 FEET OF ELECTRIC
9 POWER LINE.—Section 512(a)(1)(B)(ii) of the Federal
10 Land Policy and Management Act of 1976 (43 U.S.C.
11 1772(a)(1)(B)(ii)) is amended by striking “10” and in-
12 serting “150”.

13 (b) CONSULTATION WITH PRIVATE LANDOWNERS.—
14 Section 512(e)(3)(E) of such Act (43 U.S.C.
15 1772(e)(3)(E)) is amended—

16 (1) in clause (i), by striking “and” at the end;

17 (2) in clause (ii), by striking the period and in-
18 serting “; and”; and

19 (3) by adding at the end the following:

20 “(iii) consulting with a private land-
21 owner with respect to any hazard trees
22 identified for removal from land owned by
23 the private landowner.”.

1 (c) REVIEW AND APPROVAL PROCESS.—Section
2 512(c)(4)(A)(iv) of such Act (43 U.S.C.
3 1772(c)(4)(A)(iv)) is amended to read as follows:

4 “(iv) ensures that—

5 “(I) a plan submitted without a
6 modification under clause (iii) shall be
7 automatically approved 120 days after
8 being submitted; and

9 “(II) with respect to a plan sub-
10 mitted with a modification under
11 clause (iii), if not approved within 120
12 days after being submitted, the Sec-
13 retary concerned shall develop and
14 submit a letter to the owner and oper-
15 ator describing—

16 “(aa) a detailed timeline (to
17 conclude within 165 days after
18 the submission of the plan) for
19 completing review of the plan;

20 “(bb) any identified defi-
21 ciencies with the plan and spe-
22 cific opportunities for the owner
23 and operator to address such de-
24 ficiencies; and

1 “(cc) any other relevant in-
2 formation, as determined by the
3 Secretary concerned.”.

4 **SEC. 204. CATEGORICAL EXCLUSION FOR ELECTRIC UTIL-**
5 **ITY LINES RIGHTS-OF-WAY.**

6 (a) CATEGORICAL EXCLUSION ESTABLISHED.—For-
7 est management activities described in subsection (b) are
8 a category of activities hereby designated as being cat-
9 egorically excluded from the preparation of an environ-
10 mental assessment or an environmental impact statement
11 under section 102 of the National Environmental Policy
12 Act of 1969 (42 U.S.C. 4332).

13 (b) FOREST MANAGEMENT ACTIVITIES DESIGNATED
14 FOR CATEGORICAL EXCLUSION.—The forest management
15 activities designated under subsection (a) for a categorical
16 exclusion are—

17 (1) the development and approval of a vegeta-
18 tion management, facility inspection, and operation
19 and maintenance plan submitted under section
20 512(c)(1) of the Federal Land Policy and Manage-
21 ment Act of 1976 (43 U.S.C. 1772(c)(1)) by the
22 Secretary concerned; and

23 (2) the implementation of routine activities con-
24 ducted under the plan referred to in paragraph (1).

1 (c) AVAILABILITY OF CATEGORICAL EXCLUSION.—
2 On and after the date of enactment of this Act, the Sec-
3 retary concerned may use the categorical exclusion estab-
4 lished under subsection (a) in accordance with this section.

5 (d) EXCLUSION OF CERTAIN AREAS FROM CATEGOR-
6 ICAL EXCLUSION.—The categorical exclusion established
7 under subsection (a) shall not apply to any forest manage-
8 ment activity conducted—

9 (1) in a component of the National Wilderness
10 Preservation System; or

11 (2) on National Forest System lands on which
12 the removal of vegetation is restricted or prohibited
13 by an Act of Congress.

14 (e) PERMANENT ROADS.—

15 (1) PROHIBITION ON ESTABLISHMENT.—A for-
16 est management activity designated under subsection
17 (b) shall not include the establishment of a perma-
18 nent road.

19 (2) EXISTING ROADS.—The Secretary con-
20 cerned may carry out necessary maintenance and re-
21 pair on an existing permanent road for the purposes
22 of conducting a forest management activity des-
23 ignated under subsection (b).

24 (3) TEMPORARY ROADS.—The Secretary con-
25 cerned shall decommission any temporary road con-

1 structured for carrying out a forest management activ-
2 ity designated under subsection (b) not later than
3 the date that is 3 years after the date on which the
4 forest management activity is completed.

5 (f) APPLICABLE LAWS.—Clauses (iii) and (iv) of sec-
6 tion 106(a)(3) shall apply to forest management activities
7 designated under subsection (b).

8 **SEC. 205. SEEDS OF SUCCESS.**

9 (a) STRATEGY ESTABLISHED.—Not later than 2
10 years after the date of enactment of this Act, the Secre-
11 taries and the Secretary of Defense shall jointly develop
12 and implement a strategy, to be known as the “Seeds of
13 Success strategy”, to enhance the domestic supply chain
14 of seeds.

15 (b) ELEMENTS.—The strategy required under sub-
16 section (a) shall include a plan for each of the following:

17 (1) Facilitating sustained interagency coordina-
18 tion in, and a comprehensive approach to, native
19 plant materials development and restoration.

20 (2) Promoting the re-seeding of native or fire-
21 resistant vegetation post-wildfire, particularly in the
22 wildland-urban interface.

23 (3) Creating and consolidating information on
24 native or fire-resistant vegetation and sharing such

1 information with State governments, Indian Tribes,
2 and local governments.

3 (4) Building regional programs and partner-
4 ships to promote the development of materials made
5 from plants native to the United States and restore
6 such plants to their respective, native habitats within
7 the United States, giving priority to the building of
8 such programs and partnerships in regions of the
9 Bureau of Land Management where such partner-
10 ships and programs do not already exist as of the
11 date of enactment of this Act.

12 (5) Expanding seed storage and seed-cleaning
13 infrastructure.

14 (6) Expanding the Warehouse System of the
15 Bureau of Land Management, particularly the cold
16 storage capacity of the Warehouse System.

17 (7) Shortening the timeline for the approval of
18 permits to collect seeds on public lands managed by
19 the Bureau of Land Management.

20 (c) REPORT.—The Secretaries and the Secretary of
21 Defense shall submit to the relevant Congressional Com-
22 mittees the strategy developed under paragraph (1).

1 **SEC. 206. PROGRAM TO SUPPORT PRIORITY REFOREST-**
2 **ATION AND RESTORATION PROJECTS OF DE-**
3 **PARTMENT OF THE INTERIOR.**

4 (a) **IN GENERAL.**—Not later than 1 year after the
5 date of enactment of this Act, the Secretary of the Inte-
6 rior, in coordination with the heads of covered Federal
7 agencies, shall establish a program to provide support for
8 priority projects identified under subsection (c)(2), in ac-
9 cordance with this section.

10 (b) **SUPPORT.**—In carrying out the program under
11 subsection (a), the Secretary may provide support
12 through—

13 (1) cooperative agreements entered into in ac-
14 cordance with processes established by the Sec-
15 retary; and

16 (2) contracts, including contracts established
17 pursuant to the Indian Self-Determination and Edu-
18 cation Assistance Act (25 U.S.C. 5301 et seq.).

19 (c) **ANNUAL IDENTIFICATION OF PRIORITY**
20 **PROJECTS.**—Not later than 1 year after the date of enact-
21 ment of this Act and annually thereafter, the Secretary
22 of the Interior, in consultation with the heads of covered
23 Federal agencies, shall—

24 (1) identify lands of the United States adminis-
25 tered by, or under the jurisdiction of, the Secretary
26 of the Interior that require reforestation and res-

1 toration due to unplanned disturbances and that are
2 unlikely to experience natural regeneration without
3 assistance; and

4 (2) establish a list of priority projects for refor-
5 estation and restoration for the upcoming year,
6 which may include activities to ensure adequate and
7 appropriate seed and seedling availability to further
8 the objectives of other priority projects.

9 (d) CONSULTATION.—In carrying out the program
10 under subsection (a) and the requirements under sub-
11 section (c), the Secretary shall consult or collaborate with,
12 as appropriate, and inform the following:

13 (1) State and local governments.

14 (2) Indian Tribes.

15 (3) Covered institutions of higher education.

16 (4) Federal agencies that administer lands of
17 the United States that adjoin or are proximal to
18 lands that are the subject of priority projects and
19 potential priority projects.

20 (5) Other stakeholders, as determined by the
21 Secretary.

22 (e) ANNUAL REPORT.—Not later than 2 years after
23 the date of enactment of this Act, and annually thereafter,
24 the Secretary of the Interior shall submit to the relevant

1 Congressional Committees a report that includes the fol-
2 lowing:

3 (1) An accounting of all lands identified under
4 subsection (c)(1) for the period covered by the re-
5 port.

6 (2) A list of priority projects identified under
7 subsection (c)(2) for the period covered by the re-
8 port and, with respect to each such priority project,
9 any support issued under the program under sub-
10 section (a) and any progress made towards reforest-
11 ation and restoration.

12 (3) An accounting of each contract and cooper-
13 ative agreement established under the program
14 under subsection (a).

15 (4) A description of the actions taken in accord-
16 ance with subsection (d).

17 (5) Assessments with respect to—

18 (A) gaps in—

19 (i) the implementation of the program
20 under subsection (a); and

21 (ii) the progress made under the pro-
22 gram with respect to priority projects; and

23 (B) opportunities to procure funding nec-
24 essary to address any such gaps.

1 (f) NONDUPLICATION.—In carrying out this section,
2 the Secretary of the Interior shall collaborate with the Sec-
3 retary and the Secretary of Defense to ensure the non-
4 duplication of activities carried out under section 205.

5 (g) SUNSET.—The authority provided under this sec-
6 tion shall terminate on the date that is 7 years after the
7 date of enactment of this Act.

8 (h) DEFINITIONS.—In this section:

9 (1) COVERED FEDERAL AGENCY.—The term
10 “covered Federal agency” means the National Park
11 Service, the United States Fish and Wildlife Service,
12 the Bureau of Land Management, the Bureau of
13 Reclamation, or the Bureau of Indian Affairs.

14 (2) COVERED INSTITUTION OF HIGHER EDU-
15 CATION.—The term “covered institution of higher
16 education” has the meaning given the term “eligible
17 institution” in section 301(e)(3).

18 (3) NATURAL REGENERATION; REFOREST-
19 ATION.—The terms “natural regeneration” and “re-
20 forestation” have the meanings given such terms in
21 section 3(e)(4)(A) of the Forest and Rangeland Re-
22 newable Resources Planning Act of 1974 (16 U.S.C.
23 1601(3)(4)(A)).

24 (4) RESTORATION.—The term “restoration”
25 means activities that facilitate the recovery of an

1 ecosystem that has been degraded, damaged, or de-
2 stroyed, including the reestablishment of appropriate
3 plant species composition and community structure.

4 (5) UNPLANNED ECOSYSTEM DISTURBANCE.—
5 The term “unplanned ecosystem disturbance” means
6 any unplanned disturbance that disrupts the struc-
7 ture or composition of an ecosystem, including a
8 wildfire, an infestation of insects or disease, and a
9 weather event.

10 **SEC. 207. FIRE DEPARTMENT REPAYMENT.**

11 (a) ESTABLISHMENT OF STANDARD OPERATING
12 PROCEDURES.—Not later than 1 year after the date of
13 the enactment of this section, the Secretaries shall—

14 (1) establish standard operating procedures re-
15 lating to payment timelines for fire suppression cost
16 share agreements established under the Act of May
17 27, 1955 (42 U.S.C. 1856a) (commonly known as
18 the “Reciprocal Fire Protection Act”); and

19 (2) with respect to each fire suppression cost
20 share agreement in operation on such date—

21 (A) review each such agreement; and

22 (B) modify each agreement as necessary to
23 comply with the standard operating procedures
24 required under paragraph (1).

1 (b) ALIGNMENT OF FIRE SUPPRESSION COST SHARE
2 AGREEMENTS WITH COOPERATIVE FIRE PROTECTION
3 AGREEMENTS.—The standard operating procedures re-
4 quired under subsection (a)(1) shall include a requirement
5 that each fire suppression cost share agreement be aligned
6 with each of the cooperative fire protection agreements ap-
7 plicable to the entity subject to such fire suppression cost
8 share agreement.

9 (c) PAYMENTS PURSUANT TO COST SHARE AGREE-
10 MENTS.—With respect to payments made pursuant to fire
11 suppression cost share agreements, the standard operating
12 procedures required under subsection (a)(1) shall require
13 that the Federal paying entity reimburse a local fire de-
14 partment if such fire department submits an invoice in
15 accordance with cost settlement procedures.

16 (d) SENSE OF CONGRESS.—It is the sense of Con-
17 gress that the Secretaries should carry out reciprocal fire
18 suppression cost share agreement repayments to local fire
19 suppression organizations as soon as practicable after fire
20 suppression occurs but not later than 1 year after fire sup-
21 pression occurs.

1 **TITLE III—TRANSPARENCY,**
2 **TECHNOLOGY, AND PARTNER-**
3 **SHIPS**

4 **Subtitle A—Transparency and**
5 **Technology**

6 **SEC. 301. BIOCHAR INNOVATIONS AND OPPORTUNITIES**
7 **FOR CONSERVATION, HEALTH, AND AD-**
8 **VANCEMENTS IN RESEARCH.**

9 (a) DEMONSTRATION PROJECTS.—

10 (1) ESTABLISHMENT.—

11 (A) IN GENERAL.—Subject to the avail-
12 ability of appropriations made in advance for
13 such purpose, not later than 2 years after the
14 date of enactment of this Act, the covered Sec-
15 retaries shall establish a program to enter into
16 partnerships with eligible entities to carry out
17 demonstration projects to support the develop-
18 ment and commercialization of biochar in ac-
19 cordance with this subsection.

20 (B) LOCATION OF DEMONSTRATION
21 PROJECTS.—In carrying out the program estab-
22 lished under subparagraph (A), the covered
23 Secretaries shall, to the maximum extent prac-
24 ticable, enter into partnerships with eligible en-
25 tities such that not fewer than one demonstra-

1 tion project is carried out in each region of the
2 Forest Service and each region of the Bureau
3 of Land Management.

4 (2) PROPOSALS.—To be eligible to enter into a
5 partnership to carry out a biochar demonstration
6 project under paragraph (1)(A), an eligible entity
7 shall submit to the covered Secretaries a proposal at
8 such time, in such manner, and containing such in-
9 formation as the covered Secretaries may require.

10 (3) PRIORITY.—In selecting proposals under
11 paragraph (2), the covered Secretaries shall give pri-
12 ority to entering into partnerships with eligible enti-
13 ties that submit proposals to carry out biochar dem-
14 onstration projects that—

15 (A) have the most carbon sequestration po-
16 tential;

17 (B) have the most potential to create new
18 jobs and contribute to local economies, particu-
19 larly in rural areas;

20 (C) have the most potential to dem-
21 onstrate—

22 (i) new and innovative uses of biochar;

23 (ii) market viability for cost effective
24 biochar-based products;

1 (iii) the ecosystem services created or
2 supported by the use of biochar;

3 (iv) the restorative benefits of biochar
4 with respect to forest health and resiliency,
5 including forest soils and watersheds; or

6 (v) any combination of purposes speci-
7 fied in clauses (i) through (iv);

8 (D) are located in areas that have a high
9 need for biochar production, as determined by
10 the covered Secretaries, due to—

11 (i) nearby lands identified as having
12 high or very high or extreme risk of wild-
13 fire;

14 (ii) availability of sufficient quantities
15 of feedstocks; or

16 (iii) a high level of demand for
17 biochar or other commercial byproducts of
18 biochar; or

19 (E) satisfy any combination of purposes
20 specified in subparagraphs (A) through (D).

21 (4) USE OF FUNDS.—In carrying out the pro-
22 gram established under paragraph (1)(A), the cov-
23 ered Secretaries may enter into partnerships and
24 provide funding to such partnerships to carry out
25 demonstration projects to—

1 (A) acquire and test various feedstocks and
2 their efficacy;

3 (B) develop and optimize commercially and
4 technologically viable biochar production units,
5 including mobile and permanent units;

6 (C) demonstrate—

7 (i) the production of biochar from for-
8 est residue; and

9 (ii) the use of biochar to restore forest
10 health and resiliency;

11 (D) build, expand, or establish biochar fa-
12 cilities;

13 (E) conduct research on new and innova-
14 tive uses of biochar;

15 (F) demonstrate cost-effective market op-
16 portunities for biochar and biochar-based prod-
17 ucts;

18 (G) carry out any other activities the cov-
19 ered Secretaries determine appropriate; or

20 (H) any combination of the purposes speci-
21 fied in subparagraphs (A) through (F).

22 (5) FEEDSTOCK REQUIREMENTS.—To the max-
23 imum extent practicable, an eligible entity that car-
24 ries out a biochar demonstration project under this
25 subsection shall, with respect to the feedstock used

1 under such project, derive at least 50 percent of
2 such feedstock from forest thinning and manage-
3 ment activities, including mill residues, conducted on
4 National Forest System lands or public lands.

5 (6) REVIEW OF BIOCHAR DEMONSTRATION.—

6 (A) IN GENERAL.—The covered Secretaries
7 shall conduct regionally-specific research, in-
8 cluding economic analyses and life-cycle assess-
9 ments, on any biochar produced from a dem-
10 onstration project carried out under the pro-
11 gram established in paragraph (1)(A), includ-
12 ing—

13 (i) the effects of such biochar on—

14 (I) forest health and resiliency;

15 (II) carbon capture and seques-
16 tration, including increasing soil car-
17 bon in the short-term and long-term;

18 (III) productivity, reduced input
19 costs, and water retention in agricul-
20 tural practices;

21 (IV) the health of soil and grass-
22 lands used for grazing activities, in-
23 cluding grazing activities on National
24 Forest System land and public land;

1 (V) environmental remediation
2 activities, including abandoned mine
3 land remediation; and

4 (VI) other ecosystem services cre-
5 ated or supported by the use of
6 biochar;

7 (ii) the effectiveness of biochar as a
8 co-product of biofuels or in biochemicals;
9 and

10 (iii) the effectiveness of other poten-
11 tial uses of biochar to determine if any
12 such use is technologically and commer-
13 cially viable.

14 (B) COORDINATION.—The covered Secre-
15 taries shall, to the maximum extent practicable,
16 provide data, analyses, and other relevant infor-
17 mation collected under subparagraph (A) with
18 recipients of a grant under subsection (b).

19 (7) LIMITATION ON FUNDING FOR ESTAB-
20 LISHING BIOCHAR FACILITIES.—If the covered Sec-
21 retaries provide to an eligible entity that enters into
22 a partnership with the covered Secretaries under
23 paragraph (1)(A) funding for establishing a biochar
24 facility, such funding may not exceed 35 percent of

1 the total capital cost of establishing such biochar fa-
2 cility.

3 (b) BIOCHAR RESEARCH AND DEVELOPMENT GRANT
4 PROGRAM.—

5 (1) ESTABLISHMENT.—The Secretary of the In-
6 terior, in consultation with the Secretary of Energy,
7 shall establish or expand an existing applied biochar
8 research and development grant program to make
9 competitive grants to eligible institutions to carry
10 out the activities described in paragraph (3).

11 (2) APPLICATIONS.—To be eligible to receive a
12 grant under this subsection, an eligible institution
13 shall submit to the Secretary a proposal at such
14 time, in such manner, and containing such informa-
15 tion as the Secretary may require.

16 (3) USE OF FUNDS.—An eligible institution
17 that receives a grant under this subsection shall use
18 the grant funds to conduct applied research on—

19 (A) the effect of biochar on forest health
20 and resiliency, accounting for variations in
21 biochar, soil, climate, and other factors;

22 (B) the effect of biochar on soil health and
23 water retention, accounting for variations in
24 biochar, soil, climate, and other factors;

1 (C) the long-term carbon sequestration po-
2 tential of biochar;

3 (D) the best management practices with
4 respect to biochar and biochar-based products
5 that maximize—

6 (i) carbon sequestration benefits; and

7 (ii) the commercial viability and appli-
8 cation of such products in forestry, agri-
9 culture, environmental remediation, water
10 quality improvement, and any other similar
11 uses, as determined by the Secretary;

12 (E) the regional uses of biochar to increase
13 productivity and profitability, including—

14 (i) uses in agriculture and environ-
15 mental remediation; and

16 (ii) use as a co-product in fuel produc-
17 tion;

18 (F) new and innovative uses for biochar
19 byproducts; and

20 (G) opportunities to expand markets for
21 biochar and create related jobs, particularly in
22 rural areas.

23 (c) REPORTS.—

24 (1) REPORT TO CONGRESS.—Not later than 2
25 years after the date of enactment of this Act, the

1 covered Secretaries shall submit to Congress a re-
2 port that—

3 (A) includes policy and program rec-
4 ommendations to improve the widespread use of
5 biochar;

6 (B) identifies any area of research needed
7 to advance biochar commercialization; and

8 (C) identifies barriers to further biochar
9 commercialization, including permitting and
10 siting considerations.

11 (2) MATERIALS SUBMITTED IN SUPPORT OF
12 THE PRESIDENT’S BUDGET.—Beginning with the
13 second fiscal year that begins after the date of en-
14 actment of this Act and annually thereafter until the
15 date described in subsection (d), the covered Secre-
16 taries shall include in the materials submitted to
17 Congress in support of the President’s budget pursu-
18 ant to section 1105 of title 31, United States Code,
19 a report describing, for the fiscal year covered by the
20 report, the status of each demonstration project car-
21 ried out under subsection (a) and each research and
22 development grant carried out under subsection (b).

23 (d) SUNSET.—The authority to carry out this section
24 shall terminate on the date that is 7 years after the date
25 of enactment of this Act.

1 (e) DEFINITIONS.—In this section:

2 (1) BIOCHAR.—The term “biochar” means car-
3 bonized biomass produced by converting feedstock
4 through reductive thermal processing for non-fuel
5 uses.

6 (2) ELIGIBLE ENTITY.—The term “eligible enti-
7 ty” means—

8 (A) a State, local, special district, or Tribal
9 government;

10 (B) an eligible institution;

11 (C) a private, non-private, or cooperative
12 entity or organization;

13 (D) a National Laboratory (as such term
14 is defined in section 2 of the Energy Policy Act
15 of 2005 (42 U.S.C. 15801)); or

16 (E) a partnership or consortium of two or
17 more entities described in subparagraphs (A)
18 through (D).

19 (3) ELIGIBLE INSTITUTION.—The term “eligi-
20 ble institution” means land-grant colleges and uni-
21 versities, including institutions eligible for funding
22 under the—

23 (A) Act of July 2, 1862 (12 Stat. 503,
24 chapter 130; 7 U.S.C. 301 et seq.);

1 (B) Act of August 30, 1890 (26 Stat. 417,
2 chapter 841; 7 U.S.C. 321 et seq.), including
3 Tuskegee University;

4 (C) Public Law 87–788 (commonly known
5 as the “McIntire-Stennis Act of 1962”); or

6 (D) Equity in Educational Land-Grant
7 Status Act of 1994 (7 U.S.C. 301 note; Public
8 Law 103–382).

9 (4) FEEDSTOCK.—The term “feedstock” means
10 excess biomass in the form of plant matter or mate-
11 rials that serves as the raw material for the produc-
12 tion of biochar.

13 (5) COVERED SECRETARIES.—The term “cov-
14 ered Secretaries” means—

15 (A) the Secretary, acting through the Chief
16 of the Forest Service;

17 (B) the Secretary of the Interior, acting
18 through the Director of the Bureau of Land
19 Management; and

20 (C) the Secretary of Energy, acting
21 through the Director of the Office of Science.

1 **SEC. 302. ACCURATE HAZARDOUS FUELS REDUCTION RE-**
2 **PORTS.**

3 (a) INCLUSION OF HAZARDOUS FUELS REDUCTION
4 REPORT IN MATERIALS SUBMITTED IN SUPPORT OF THE
5 PRESIDENT'S BUDGET.—

6 (1) IN GENERAL.—Beginning with the first fis-
7 cal year that begins after the date of enactment of
8 this Act, and each fiscal year thereafter, the Sec-
9 retary concerned shall include in the materials sub-
10 mitted to Congress in support of the President's
11 budget pursuant to section 1105 of title 31, United
12 States Code, a report on the number of acres of
13 Federal land on which the Secretary concerned car-
14 ried out hazardous fuels reduction activities during
15 the preceding fiscal year.

16 (2) REQUIREMENTS.—For purposes of the re-
17 port required under paragraph (1), the Secretary
18 concerned shall—

19 (A) in determining the number of acres of
20 Federal land on which the Secretary concerned
21 carried out hazardous fuels reduction activities
22 during the period covered by the report—

23 (i) record acres of Federal land on
24 which hazardous fuels reduction activities
25 were completed during such period; and

1 (ii) record each acre described in
2 clause (i) once in the report, regardless of
3 whether multiple hazardous fuels reduction
4 activities were carried out on such acre
5 during such period; and

6 (B) with respect to the acres of Federal
7 land recorded in the report, include information
8 on—

9 (i) which such acres are located in the
10 wildland-urban interface;

11 (ii) the level of wildfire risk (high,
12 moderate, or low) on the first and last day
13 of the period covered by the report;

14 (iii) the types of hazardous fuels ac-
15 tivities completed for such acres, delin-
16 eating between whether such activities
17 were conducted—

18 (I) in a wildfire managed for re-
19 source benefits; or

20 (II) through a planned project;

21 (iv) the cost per acre of hazardous
22 fuels activities carried out during the pe-
23 riod covered by the report;

24 (v) the region or system unit in which
25 the acres are located; and

1 (vi) the effectiveness of the hazardous
2 fuels reduction activities on reducing the
3 risk of wildfire.

4 (3) TRANSPARENCY.—The Secretary concerned
5 shall make each report submitted under paragraph
6 (1) publicly available on the websites of the Depart-
7 ment of Agriculture and the Department of the Inte-
8 rior, as applicable.

9 (b) ACCURATE DATA COLLECTION.—

10 (1) IN GENERAL.—Not later than 90 days after
11 the date of enactment of this Act, the Secretary con-
12 cerned shall implement standardized procedures for
13 tracking data related to hazardous fuels reduction
14 activities carried out by the Secretary concerned.

15 (2) ELEMENTS.—The standardized procedures
16 required under paragraph (1) shall include—

17 (A) regular, standardized data reviews of
18 the accuracy and timely input of data used to
19 track hazardous fuels reduction activities;

20 (B) verification methods that validate
21 whether such data accurately correlates to the
22 hazardous fuels reduction activities carried out
23 by the Secretary concerned;

1 (C) an analysis of the short- and long-term
2 effectiveness of the hazardous fuels reduction
3 activities on reducing the risk of wildfire; and

4 (D) for hazardous fuels reduction activities
5 that occur partially within the wildland-urban
6 interface, methods to distinguish which acres
7 are located within the wildland-urban interface
8 and which acres are located outside the
9 wildland-urban interface.

10 (3) REPORT.—Not later than 2 weeks after im-
11 plementing the standardized procedures required
12 under paragraph (1), the Secretary concerned shall
13 submit to Congress a report that describes—

14 (A) such standardized procedures; and

15 (B) program and policy recommendations
16 to Congress to address any limitations in track-
17 ing data related to hazardous fuels reduction
18 activities under this subsection.

19 (c) GAO STUDY.—Not later than 2 years after the
20 date of enactment of this Act, the Comptroller General
21 of the United States shall—

22 (1) conduct a study on the implementation of
23 this section, including any limitations with respect
24 to—

1 (A) reporting hazardous fuels reduction ac-
2 tivities under subsection (a); or

3 (B) tracking data related to hazardous
4 fuels reduction activities under subsection (b);
5 and

6 (2) submit to Congress a report that describes
7 the results of the study under paragraph (1).

8 (d) DEFINITIONS.—In this section:

9 (1) HAZARDOUS FUELS REDUCTION ACTIV-
10 ITY.—The term “hazardous fuels reduction activ-
11 ity”—

12 (A) means any vegetation management ac-
13 tivity to reduce the risk of wildfire, including
14 mechanical treatments, grazing, and prescribed
15 burning; and

16 (B) does not include the awarding of con-
17 tracts to conduct hazardous fuels reduction ac-
18 tivities.

19 (2) FEDERAL LANDS.—The term “Federal
20 lands” means lands under the jurisdiction of the
21 Secretary of the Interior or the Secretary.

22 (e) NO ADDITIONAL FUNDS AUTHORIZED.—No addi-
23 tional funds are authorized to carry out the requirements
24 of this section, and the activities authorized by this section

1 are subject to the availability of appropriations made in
2 advance for such purposes.

3 **SEC. 303. PUBLIC-PRIVATE WILDFIRE TECHNOLOGY DE-**
4 **PLOYMENT AND DEMONSTRATION PARTNER-**
5 **SHIP.**

6 (a) DEFINITIONS.—In this section:

7 (1) COVERED AGENCY.—The term “covered
8 agency” means—

9 (A) each Federal land management agency
10 (as such term is defined in the Federal Lands
11 Recreation Enhancement Act (16 U.S.C.
12 6801));

13 (B) the National Oceanic and Atmospheric
14 Administration;

15 (C) the United States Fire Administration;

16 (D) the Federal Emergency Management
17 Agency;

18 (E) the National Aeronautics and Space
19 Administration;

20 (F) the Bureau of Indian Affairs;

21 (G) the Department of Defense;

22 (H) a State, Tribal, county, or municipal
23 fire department or district operating through
24 the United States Fire Administration or pur-

1 suant to an agreement with a Federal agency;
2 and

3 (I) any other Federal agency involved in
4 wildfire response.

5 (2) COVERED ENTITY.—The term “covered en-
6 tity” means—

7 (A) a private entity;

8 (B) a nonprofit organization; or

9 (C) an institution of higher education (as
10 defined in section 101 of the Higher Education
11 Act of 1965 (20 U.S.C. 1001)).

12 (b) IN GENERAL.—Not later than 1 year after the
13 date of enactment of this Act, the Secretaries, in coordina-
14 tion with the heads of the covered agencies, shall establish
15 a deployment and demonstration pilot program (in this
16 section referred to as “Pilot Program”) for new and inno-
17 vative wildfire prevention, detection, communication, and
18 mitigation technologies.

19 (c) FUNCTIONS.—In carrying out the Pilot Program,
20 the Secretaries shall—

21 (1) incorporate the Pilot Program into the Na-
22 tional Wildfire Coordinating Group;

23 (2) in consultation with the heads of covered
24 agencies, identify and advance the demonstration
25 and deployment of key technology priority areas with

1 respect to wildfire prevention, detection, communica-
2 tion, and mitigation technologies, including—

3 (A) hazardous fuels reduction treatments
4 or activities;

5 (B) dispatch communications;

6 (C) remote sensing, detection, and track-
7 ing;

8 (D) safety equipment;

9 (E) common operating pictures or oper-
10 ational dashboards; and

11 (F) interoperable commercial data; and

12 (3) connect each covered entity selected to partici-
13 pate in the Pilot Program with the appropriate
14 covered agency to coordinate real-time and on-the-
15 ground testing of technology during wildland fire
16 mitigation activities and training.

17 (d) APPLICATIONS.—To be eligible to be selected to
18 participate in the Pilot Program, a covered entity shall
19 submit to the Secretaries an application at such time, in
20 such manner, and containing such information as the Sec-
21 retaries may require, including a proposal to demonstrate
22 technologies specific to the key technology priority areas
23 identified pursuant to subsection (c)(2).

24 (e) PRIORITIZATION OF EMERGING TECH-
25 NOLOGIES.—In selecting covered entities to participate in

1 the Pilot Program, the Secretaries shall give priority to
2 covered entities—

3 (1) that have participated in the Fire Weather
4 Testbed of the National Oceanic and Atmospheric
5 Administration; or

6 (2) developing and applying emerging tech-
7 nologies for wildfire mitigation, including artificial
8 intelligence, quantum sensing, computing and quan-
9 tum-hybrid applications, thermal mid-wave infrared
10 equipped low earth orbit satellites, augmented re-
11 ality, 5G private networks, and device-to-device com-
12 munications supporting nomadic mesh networks and
13 detection.

14 (f) OUTREACH.—The Secretaries, in coordination
15 with the heads of covered agencies, shall make public the
16 key technology priority areas identified pursuant to sub-
17 section (c)(2) and invite covered entities to apply under
18 subsection (d) to deploy and demonstrate their tech-
19 nologies to address such priority areas.

20 (g) REPORTS AND RECOMMENDATIONS.—Not later
21 than 1 year after the date of enactment of this Act, and
22 annually thereafter for the duration of the Pilot Program,
23 the Secretaries shall submit to the relevant Congressional
24 Committees, the Committee on Science, Space, and Tech-
25 nology of the House of Representatives, and the Com-

1 mittee on Commerce, Science, and Transportation of the
2 Senate a report that includes, with respect to the Pilot
3 Program, the following:

4 (1) A list of participating covered entities.

5 (2) A brief description of the technologies de-
6 ployed and demonstrated by each such covered enti-
7 ty.

8 (3) An estimate of the cost of acquiring each
9 such technology and applying the technology at
10 scale.

11 (4) Outreach efforts by Federal agencies to cov-
12 ered entities developing wildfire technologies.

13 (5) Assessments of, and recommendations relat-
14 ing to, new technologies with potential adoption and
15 application at-scale in Federal land management
16 agencies' wildfire prevention, detection, communica-
17 tion, and mitigation efforts.

18 (6) A description of the relationship and coordi-
19 nation between the Pilot Program and the activities
20 of the National Oceanic and Atmospheric Adminis-
21 tration, including the Fire Weather Testbed.

22 (h) SUNSET.—The authority to carry out this section
23 shall terminate on the date that is 7 years after the date
24 of enactment of this Act.

1 **SEC. 304. GAO STUDY ON FOREST SERVICE POLICIES.**

2 Not later than 3 years after the date of enactment
3 of this Act, the Comptroller General of the United States
4 shall—

5 (1) conduct a study evaluating—

6 (A) the effectiveness of Forest Service
7 wildland firefighting operations;

8 (B) transparency and accountability meas-
9 ures in the Forest Service's budget and ac-
10 counting process; and

11 (C) the suitability and feasibility of estab-
12 lishing a new Federal agency with the responsi-
13 bility of responding and suppressing wildland
14 fires on Federal lands; and

15 (2) submit to Congress a report that describes
16 the results of the study required under paragraph
17 (1).

18 **SEC. 305. FOREST SERVICE WESTERN HEADQUARTERS**
19 **STUDY.**

20 Not later than 5 years after the date of enactment
21 of this Act, the Chief of the Forest Service shall—

22 (1) conduct a study evaluating—

23 (A) potential locations for a Western head-
24 quarters for the Forest Service, including po-
25 tential locations in at least 3 different States lo-
26 cated west of the Mississippi river; and

1 (B) the potential benefits of creating a
2 Western headquarters for the Forest Service,
3 including expected—

4 (i) improvements to customer service;

5 (ii) improvements to employee recruit-
6 ment and retention; and

7 (iii) operational efficiencies and cost
8 savings; and

9 (2) submit to Congress a report that describes
10 the results of the study required under paragraph
11 (1).

12 **SEC. 306. KEEPING FOREST PLANS CURRENT AND MON-**
13 **ITORED.**

14 (a) IN GENERAL.—The Secretary—

15 (1) to the greatest extent practicable and sub-
16 ject to the availability of appropriations made in ad-
17 vance for such purpose—

18 (A) ensure forest plans comply with the re-
19 quirements of section 6(f)(5)(A) of the Forest
20 and Rangeland Resources Planning Act of 1974
21 (16 U.S.C. 1604(f)(5)(A)); and

22 (B) prioritize revising any forest plan not
23 in compliance with such section 6(f)(5)(A);

24 (2) not be considered to be in violation of sec-
25 tion 6(f)(5)(A) of the Forest and Rangeland Renew-

1 able Resources Planning Act of 1974 (16 U.S.C.
2 1604(f)(5)(A)) solely because more than 15 years
3 have passed without revision of the plan for a unit
4 of the National Forest System;

5 (3) not later than 120 days after the date of
6 the enactment of this Act, submit to the relevant
7 Congressional Committees the date on which each
8 forest plan required by such section 6 was most re-
9 cently revised, amended, or modified;

10 (4) seek to publish a new, complete version of
11 a forest plan that the Secretary has been directed to
12 amend, revise, or modify by a court order within 60
13 days of such amendment, revision, or modification,
14 subject to the availability of appropriations made in
15 advance for such purpose; and

16 (5) maintain a central, publicly accessible
17 website with links to—

18 (A) the most recently available forest plan
19 adopted, amended, or modified by a court order
20 as a single document; and

21 (B) the most recently published forest plan
22 monitoring report for each unit of the National
23 Forest System.

24 (b) GOOD FAITH UPDATES.—If the Secretary is not
25 acting expeditiously and in good faith, within the funding

1 available to revise, amend, or modify a plan for a unit
2 of the National Forest System as required by law or a
3 court order, subsection (a) shall be void with respect to
4 such plan and a court of proper jurisdiction may order
5 completion of the plan on an accelerated basis.

6 (c) REPORT.—Not later than 1 year after the date
7 of the enactment of this Act, the Secretary shall submit
8 a report to the relevant Congressional Committees sum-
9 marizing the implementation of this section.

10 **SEC. 307. CONTAINER AERIAL FIREFIGHTING SYSTEM**
11 **(CAFFS).**

12 (a) EVALUATION.—Not later than 90 days after the
13 date of the enactment of this Act, the Secretary and the
14 Secretary of the Interior, in consultation with the National
15 Interagency Aviation Committee and the Interagency
16 Airtanker Board, shall jointly conduct an evaluation of the
17 container aerial firefighting system to assess the use of
18 such system to mitigate and suppress wildfires.

19 (b) REPORT.—Not later than 120 days after the date
20 of the enactment of this Act, the Secretary and the Sec-
21 retary of the Interior, in consultation with the National
22 Interagency Aviation Committee and the Interagency
23 Airtanker Board, shall jointly submit to the relevant Con-
24 gressional Committees a report that includes the results
25 of the evaluation required under subsection (a).

1 **SEC. 308. STUDY ON PINE BEETLE INFESTATION.**

2 Not later than 1 year after the date of the enactment
3 of this Act, the Secretary, acting through the Chief of the
4 Forest Service, shall—

5 (1) carry out a study on the causes and effects
6 of, and solutions for, the infestation of pine beetles
7 in the Northeastern region of the United States; and

8 (2) submit to the relevant Congressional Com-
9 mittees a report that includes the results of the
10 study required under paragraph (1).

11 **Subtitle B—White Oak Resilience**

12 **SEC. 311. WHITE OAK RESTORATION INITIATIVE COALI-**
13 **TION.**

14 (a) IN GENERAL.—The White Oak Restoration Ini-
15 tiative Coalition shall be established—

16 (1) as a voluntary collaborative group of Fed-
17 eral, State, Tribal, and local governments and pri-
18 vate and non-governmental organizations to carry
19 out the duties described in subsection (b); and

20 (2) in accordance with the charter titled “White
21 Oak Initiative Coalition Charter” adopted by the
22 White Oak Initiative Board of Directors on March
23 21, 2023 (or a successor charter).

24 (b) DUTIES.—In addition to the duties specified in
25 the charter described in subsection (a)(2), the duties of
26 the White Oak Restoration Initiative Coalition are—

1 (1) to coordinate Federal, State, Tribal, local,
2 private, and non-governmental restoration of white
3 oak in the United States; and

4 (2) to make program and policy recommenda-
5 tions, consistent with applicable forest management
6 plans, with respect to—

7 (A) changes necessary to address Federal
8 and State policies that impede activities to im-
9 prove the health, resiliency, and natural regen-
10 eration of white oak;

11 (B) adopting or modifying Federal and
12 State policies to increase the pace and scale of
13 white oak regeneration and resiliency of white
14 oak;

15 (C) options to enhance communication, co-
16 ordination, and collaboration between forest
17 land owners, particularly for cross-boundary
18 projects, to improve the health, resiliency, and
19 natural regeneration of white oak;

20 (D) research gaps that should be ad-
21 dressed to improve the best available science on
22 white oak;

23 (E) outreach to forest landowners with
24 white oak or white oak regeneration potential;
25 and

1 (F) options and policies necessary to im-
2 prove the quality and quantity of white oak in
3 tree nurseries.

4 (c) ADMINISTRATIVE SUPPORT, TECHNICAL SERV-
5 ICES, AND STAFF SUPPORT.—The Secretary of the Inte-
6 rior and the Secretary shall make such personnel available
7 to the White Oak Restoration Initiative Coalition for ad-
8 ministrative support, technical services, and development
9 and dissemination of educational materials as the Secre-
10 taries determine necessary to carry out this section.

11 (d) PRIVATE FUNDING OF WHITE OAK RESTORA-
12 TION PROJECTS.—Subject to the availability of appropria-
13 tions made in advance for such purpose, the Secretary
14 may make funds available to the White Oak Restoration
15 Initiative Coalition to carry out this section from the ac-
16 count established pursuant to section 1241(f) of the Food
17 Security Act of 1985 (16 U.S.C. 3841(f)).

18 **SEC. 312. FOREST SERVICE PILOT PROGRAM.**

19 (a) IN GENERAL.—The Secretary, acting through the
20 Chief of the Forest Service, shall establish and carry out
21 5 pilot projects in national forests to restore white oak
22 in such forests through white oak restoration and natural
23 regeneration practices that are consistent with applicable
24 forest management plans.

1 (b) NATIONAL FORESTS RESERVED OR WITHDRAWN
2 FROM THE PUBLIC DOMAIN.—At least 3 pilot projects re-
3 quired under subsection (a) shall be carried out on na-
4 tional forests reserved or withdrawn from the public do-
5 main.

6 (c) AUTHORITY TO ENTER INTO COOPERATIVE
7 AGREEMENTS.—The Secretary may enter into cooperative
8 agreements to carry out the pilot projects required under
9 subsection (a).

10 (d) SUNSET.—The authority under this section shall
11 terminate on the date that is 7 years after the date of
12 the enactment of this Act.

13 **SEC. 313. DEPARTMENT OF THE INTERIOR WHITE OAK RE-**
14 **VIEW AND RESTORATION.**

15 (a) ASSESSMENT.—

16 (1) IN GENERAL.—The Secretary of the Inte-
17 rior shall carry out an assessment of land under the
18 administrative jurisdiction of the Department of the
19 Interior, including fish and wildlife refuges and
20 abandoned mine land, to evaluate—

21 (A) whether white oak is present on such
22 land; and

23 (B) the potential to restore white oak for-
24 ests on such land.

1 (2) USE OF INFORMATION.—In carrying out the
2 assessment under paragraph (1), the Secretary may
3 use information from sources other than the Depart-
4 ment of the Interior, including from the White Oak
5 Initiative and the Forest Service.

6 (3) REPORT.—Not later than 90 days after the
7 date of the enactment of this section, the Secretary
8 shall submit to Congress, and make publicly avail-
9 able on the website of the Department of the Inte-
10 rior, a report regarding the results of the assessment
11 carried out under this subsection.

12 (b) PILOT PROJECTS.—After the date on which the
13 report required under subsection (a)(3) is submitted, the
14 Secretary shall establish and carry out 5 pilot projects in
15 different areas of land described in subsection (a)(1) to
16 restore and naturally regenerate white oak.

17 (c) AUTHORITY TO ENTER INTO COOPERATIVE
18 AGREEMENTS.—The Secretary of the Interior may enter
19 into cooperative agreements to carry out the pilot projects
20 required under subsection (b).

21 (d) SUNSET.—The authority under this section shall
22 terminate on the date that is 7 years after the date of
23 the enactment of this Act.

1 **SEC. 314. WHITE OAK REGENERATION AND UPLAND OAK**
2 **HABITAT.**

3 (a) ESTABLISHMENT.—Not later than 180 days after
4 the date of the enactment of this Act, the Secretary shall
5 establish a non-regulatory program to be known as the
6 “White Oak and Upland Oak Habitat Regeneration Pro-
7 gram” (in this section referred to as the “Program”).

8 (b) DUTIES.—In carrying out the Program, the Sec-
9 retary shall—

10 (1) draw upon the best available science and
11 management plans for species of white oak to iden-
12 tify, prioritize, and implement restoration and con-
13 servation activities that will improve the growth of
14 white oak within the United States;

15 (2) collaborate and coordinate with the White
16 Oak Restoration Initiative Coalition to prioritize
17 white oak restoration initiatives;

18 (3) adopt a white oak restoration strategy
19 that—

20 (A) supports the implementation of a
21 shared set of science-based restoration and con-
22 servation activities developed in accordance with
23 paragraph (1);

24 (B) targets cost effective projects with
25 measurable results; and

1 (C) maximizes restoration outcomes with
2 no net gain of Federal full-time equivalent em-
3 ployees; and

4 (4) establish the voluntary grant and technical
5 assistance programs in accordance with subsection
6 (e).

7 (c) COORDINATION.—In establishing the Program
8 the Secretary, acting through the Chief of the Forest Serv-
9 ice, shall consult with—

10 (1) the heads of Federal agencies, including—

11 (A) the Director of the United States Fish
12 and Wildlife Service; and

13 (B) the Chief of the Natural Resources
14 Conservation Service; and

15 (2) the Governor of each State in which res-
16 toration efforts will be carried out pursuant to the
17 Program.

18 (d) PURPOSES.—The purposes of the Program in-
19 clude—

20 (1) coordinating restoration and conservation
21 activities among Federal, State, local, and Tribal en-
22 tities and conservation partners to address white oak
23 restoration priorities;

1 (2) improving and regenerating white oak and
2 upland oak forests and the wildlife habitat such for-
3 ests provide;

4 (3) carrying out coordinated restoration and
5 conservation activities that lead to the increased
6 growth of species of white oak in native white oak
7 regions on Federal, State, Tribal, and private land;

8 (4) facilitating strategic planning to maximize
9 the resilience of white oak systems and habitats
10 under changing climate conditions;

11 (5) engaging the public through outreach, edu-
12 cation, and citizen involvement to increase capacity
13 and support for coordinated restoration and con-
14 servation activities for species of white oak; and

15 (6) increasing scientific capacity to support the
16 planning, monitoring, and research activities nec-
17 essary to carry out such coordinated restoration and
18 conservation activities.

19 (e) GRANTS AND ASSISTANCE.—

20 (1) IN GENERAL.—To the extent that funds are
21 available to carry out this section, the Secretary
22 shall establish a voluntary grant and technical as-
23 sistance program (in this section referred to as the
24 “grant program”) to achieve the purposes of the
25 Program described in subsection (d).

1 (2) ADMINISTRATION.—

2 (A) IN GENERAL.—The Secretary shall
3 enter into a cooperative agreement with the Na-
4 tional Fish and Wildlife Foundation (in this
5 subsection referred to as the “Foundation”) to
6 manage and administer the grant program.

7 (B) FUNDING.—Subject to the availability
8 of appropriations made in advance for such
9 purpose, after the Secretary enters into a coop-
10 erative agreement with the Foundation under
11 subparagraph (A), the Foundation shall for
12 each fiscal year, receive amounts to carry out
13 this subsection in an advance payment of the
14 entire amount on October 1, or as soon as prac-
15 ticable thereafter, of that fiscal year.

16 (3) APPLICATION OF NATIONAL FISH AND
17 WILDLIFE FOUNDATION ESTABLISHMENT ACT.—

18 Amounts received by the Foundation to carry out
19 the grant program shall be subject to the National
20 Fish and Wildlife Foundation Establishment Act (16
21 U.S.C. 3701 et seq.), excluding section 10(a) of that
22 Act (16 U.S.C. 3709(a)).

23 (f) SUNSET.—The authority under this section shall
24 terminate on the date that is 7 years after the date of
25 the enactment of this Act.

1 **SEC. 315. TREE NURSERY SHORTAGES.**

2 (a) IN GENERAL.—Not later than 1 year after the
3 date of the enactment of this section, the Secretary, acting
4 through the Chief of the Forest Service, shall—

5 (1) develop and implement a national strategy
6 to increase the capacity of Federal, State, Tribal,
7 and private tree nurseries to address the nationwide
8 shortage of tree seedlings; and

9 (2) coordinate such strategy with—

10 (A) the national reforestation strategy of
11 the Forest Service; and

12 (B) each regional implementation plan for
13 National Forests.

14 (b) ELEMENTS.—The strategy required under sub-
15 section (a) shall—

16 (1) be based on the best available science and
17 data; and

18 (2) identify and address—

19 (A) regional seedling shortages of bareroot
20 and container tree seedlings;

21 (B) regional reforestation opportunities
22 and the seedling supply necessary to fulfill such
23 opportunities;

24 (C) opportunities to enhance seedling di-
25 versity and close gaps in seed inventories; and

1 (D) barriers to expanding, enhancing, or
2 creating new infrastructure to increase nursery
3 capacity.

4 **SEC. 316. WHITE OAK RESEARCH.**

5 (a) IN GENERAL.—The Secretary may enter into a
6 memorandum of understanding with an Indian Tribe or
7 institution, including a covered land grant college, to col-
8 laboratively conduct research on—

9 (1) white oak genes with resistance or tolerance
10 to stress;

11 (2) white oak trees that exhibit vigor for the
12 purpose of increasing survival and growth;

13 (3) establishing a genetically diverse white oak
14 seeds bank capable of responding to stressors;

15 (4) providing a sustainable supply of white oak
16 seedlings and genetic resources;

17 (5) improved methods for aligning seed sources
18 with the future climate at planting sites;

19 (6) reforestation of white oak through natural
20 and artificial regeneration;

21 (7) improved methods for retaining and increas-
22 ing white oak trees in forests;

23 (8) improved methods for reforesting aban-
24 doned mine land sites; and

1 (9) economic and social aspects of white oak
2 forest management across land ownerships.

3 (b) CONSULT.—In carrying out the research under
4 subsection (a), the Indian Tribe or institution, including
5 a covered land grant college, that enters into the memo-
6 randum of understanding under such subsection may con-
7 sult with such States, nonprofit organizations, institutions
8 of higher education, and other scientific bodies, as the en-
9 tity subject to such memorandum determines appropriate.

10 (c) SUNSET.—The authority under this section shall
11 terminate on the date that is 7 years after the date of
12 the enactment of this Act.

13 (d) COVERED LAND GRANT COLLEGE DEFINED.—
14 In this section, the term “covered land grant college”
15 means an 1862 Institution, an 1890 Institution, or a 1994
16 Institution (as such terms are defined, respectively, in sec-
17 tion 2 of the Agricultural Research, Extension, and Edu-
18 cation Reform Act of 1998 (7 U.S.C. 7601)).

19 **SEC. 317. USDA FORMAL INITIATIVE.**

20 (a) IN GENERAL.—The Secretary, acting through the
21 Chief of the Natural Resources Conservation Service and
22 in coordination with the Chief of the Forest Service, shall
23 establish a formal initiative on white oak to—

24 (1) re-establish white oak forests where appro-
25 priate;

1 (2) improve management of existing white oak
2 forests to foster natural regeneration of white oak;

3 (3) provide technical assistance to private land-
4 owners to re-establish, improve management of, and
5 naturally regenerate white oak;

6 (4) improve and expand white oak nursery
7 stock; and

8 (5) adapt and improve white oak seedlings.

9 (b) SUNSET.—The authority under this section shall
10 terminate on the date that is 7 years after the date of
11 the enactment of this Act.

12 **SEC. 318. AUTHORITIES.**

13 To the maximum extent practicable, the Secretary of
14 the Interior and the Secretary shall use the authorities
15 provided under this title in combination with other au-
16 thorities to carry out projects, including—

17 (1) good neighbor agreements entered into
18 under section 8206 of the Agricultural Act of 2014
19 (16 U.S.C. 2113) (as amended by this Act); and

20 (2) stewardship contracting projects entered
21 into under section 604 of the Healthy Forests Res-
22 toration Act of 2003 (16 U.S.C. 6591) (as amended
23 by this Act).

1 **TITLE IV—ENSURING CASUALTY**
2 **ASSISTANCE FOR OUR FIRE-**
3 **FIGHTERS**

4 **SEC. 401. WILDLAND FIRE MANAGEMENT CASUALTY AS-**
5 **SISTANCE PROGRAM.**

6 (a) DEVELOPMENT OF PROGRAM.—Not later than 6
7 months after the date of the enactment of this Act, the
8 Secretary of the Interior shall develop a Wildland Fire
9 Management Casualty Assistance Program (referred to in
10 this section as the “Program”) to provide assistance to
11 the next-of-kin of—

- 12 (1) firefighters who, while in the line of duty,
13 suffer illness or are critically injured or killed; and
14 (2) wildland fire support personnel critically in-
15 jured or killed in the line of duty.

16 (b) ASPECTS OF PROGRAM.—The Program shall ad-
17 dress the following:

18 (1) The initial and any subsequent notifications
19 to the next-of-kin of firefighters or wildland fire sup-
20 port personnel who—

21 (A) are killed in the line of duty; or

22 (B) require hospitalization or treatment at
23 a medical facility due to a line-of-duty injury or
24 illness.

1 (2) The reimbursement of next-of-kin for ex-
2 penses associated with travel to visit firefighters or
3 wildland fire support personnel who—

4 (A) are killed in the line of duty; or

5 (B) require hospitalization or treatment at
6 a medical facility due to a line-of-duty injury or
7 illness.

8 (3) The qualifications, assignment, training, du-
9 ties, supervision, and accountability for the perform-
10 ance of casualty assistance responsibilities.

11 (4) The relief or transfer of casualty assistance
12 officers, including notification to survivors of critical
13 injury or illness in the line of duty and next-of-kin
14 of the reassignment of such officers to other duties.

15 (5) Centralized, short-term and long-term case
16 management procedures for casualty assistance, in-
17 cluding rapid access by survivors of firefighters or
18 wildland fire support personnel and casualty assist-
19 ance officers to expert case managers and coun-
20 selors.

21 (6) The provision, through a computer acces-
22 sible website and other means and at no cost to sur-
23 vivors and next-of-kin of firefighters or wildland fire
24 support personnel, of personalized, integrated infor-

1 mation on the benefits and financial assistance avail-
2 able to such survivors from the Federal Government.

3 (7) The provision of information to survivors
4 and next-of-kin of firefighters or wildland fire sup-
5 port personnel on mechanisms for registering com-
6 plaints about, or requests for, additional assistance
7 related to casualty assistance.

8 (8) Liaison with the Department of the Inte-
9 rior, the Department of Justice, and the Social Se-
10 curity Administration to ensure prompt and accurate
11 resolution of issues relating to benefits administered
12 by those agencies for survivors of firefighters or
13 wildland fire support personnel.

14 (9) Data collection, in consultation with the
15 United States Fire Administration and the National
16 Institute for Occupational Safety and Health, re-
17 garding the incidence and quality of casualty assist-
18 ance provided to survivors of firefighters or wildland
19 fire support personnel.

20 (c) LINE-OF-DUTY DEATH BENEFITS.—The Pro-
21 gram shall not affect existing authorities for Line-of-Duty
22 Death benefits for Federal firefighters and wildland fire
23 support personnel.

24 (d) NEXT-OF-KIN DEFINED.—In this section, the
25 term “next-of-kin” means a person or persons in the high-

1 est category of priority as determined by the following list
2 (categories appear in descending order of priority):

3 (1) Surviving legal spouse.

4 (2) Children (whether by current or prior mar-
5 riage) age 18 years or older in descending order of
6 precedence by age.

7 (3) Father or mother, unless custody has been
8 vested, by court order, in another (adoptive parent
9 takes precedence over natural parent).

10 (4) Siblings (whole or half) age 18 years or
11 older in descending order of precedence by age.

12 (5) Grandfather or grandmother.

13 (6) Any other relative (order of precedence to
14 be determined in accordance with the civil law of de-
15 scent of the deceased former member's State of
16 domicile at time of death).

○

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT NUMBER 4600015952**

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

1. PURPOSE. State shall provide funding from the Budget Act of 2023 (Stats. 2023, ch. 249, § 207) to Funding Recipient to assist in financing the Carmel River Flooding Impacts Study (Project).
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.
3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$230,000.
4. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
5. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:
 - A. Purchase of equipment not an integral part of the Project.
 - B. Purchase of water supply not an integral part of the Project.
 - C. Replacement of existing funding sources for ongoing programs.
 - D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
 - E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
6. METHOD OF PAYMENT. State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a "wet signature." State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice and the time period covered by the invoice.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs incurred during that time period.
 - v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient's Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State's Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

7. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
 - A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations.
 - B. Making any false warranty, representation, or statement with respect to this Funding Agreement.
 - C. Failure to operate or maintain Project in accordance with this Funding Agreement.
 - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - E. Failure to submit timely progress reports.
 - F. Failure to routinely invoice State.
 - G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent

via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- a. Declare the funding be immediately repaid at the time of the default.
- b. Terminate the Funding Agreement.
- c. Take any other action that it deems necessary to protect its interests.

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

8. CONTINUING ELIGIBILITY. Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:
 - A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).
 - B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.
 - C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
 - D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.
 - E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.
 - F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
9. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.

- A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or via e-mail to the State's Project Manager. Annual Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.
- B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.
10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
- C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.
- A. Notices may be transmitted by any of the following means:
- i. By delivery in person.
 - ii. By certified U.S. mail, return receipt requested, postage prepaid.
 - iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - iv. By electronic means.
- B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: 916-902-6713
e-mail: Arthur.Hinojosa@water.ca.gov

Monterey County Water Resources Agency
Ara Azhderian
General Manager
1441 Schilling Place, North Building
Salinas, CA 93901
Phone 831-755-4860
e-mail: AzhderianA@countyofmonterey.gov

Direct all inquiries to the Project Manager:

Department of Water Resources
Marisela Pavlenko, P.E.
Manager, Statewide Financial Assistance
Programs Unit
3464 El Camino Ave., Suite 200
Sacramento, CA 95821-6310
Phone: 916-820-7697
Marisela.Pavlenko@water.ca.gov

Monterey County Water Resources Agency
Amy Woodrow, P.G.
Senior Water Resources Hydrologist
1441 Schilling Place, North Building
Salinas, CA 93901
Phone: 831-755-4860
e-mail: WoodrowA@countyofmonterey.gov

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


13. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – State Audit Document Requirements for Funding Recipients

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

MONTEREY COUNTY WATER RESOURCES
AGENCY



Arthur Hinojosa
Manager, Division of Regional Assistance
Date 12/18/2024



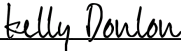
Ara Azhderian
General Manager
Date 12/18/2024

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency (if applicable)



Robin Brewer, Assistant General Counsel
Office of the General Counsel
Date 12/18/2024



Kelly Donlon
Chief Assistant County Counsel
Date 12/18/2024

EXHIBIT A WORK PLAN

PROJECT: Carmel River Flooding Impacts Study

IMPLEMENTING AGENCY: Monterey County Water Resources Agency

PROJECT DESCRIPTION: The objectives of the Project are to update a hydraulic model of the area surrounding the Paso Hondo area in Carmel Valley, California to better understand the dynamics of the Carmel River that lead to flooding impacts; develop and evaluate conceptual flood control elements; and engage with local landowners, interested parties, and agencies to discuss potential actions for implementation of a future project or flood prevention program.

Budget Category A: Administration

Task A.1: Agreement Administration

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling invoices for submittal to DWR.

Deliverables

- Annual Invoices and associated backup documentation

Task A.2: Reporting

The Funding Recipient will be responsible for compiling progress reports for submittal to DWR. The Funding Recipient may retain consultants as needed to prepare and submit progress reports and final project completion report, as well as the funding agreement completion report.

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

Deliverables

- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2
- Annual Progress Reports
- Final Funding Agreement Completion Report

Budget Category B: Permitting and Environmental Documentation

Not Applicable.

Budget Category C: Planning and Design

Task C.1: Background Data Collection

Compile and review information that will inform an assessment of existing flood hazards in the Project area. This effort will also serve to identify opportunities and constraints used to select and develop project alternatives.

Deliverables

- Summary documentation of data sources identified

Task C.2: Hydraulic Model Refinements and Simulations

Spatial datasets and other information gathered in Task C.1 will be used to populate an existing hydraulic model of the Carmel River. These datasets are anticipated to include, but not be limited to: topographic data, historical and current aerial photographs, land cover information, building footprints, parcel boundaries, and Federal Emergency Management Agency (FEMA) mapping. Three different flow simulations will be completed as part of the modeling analysis. Model simulations will be completed for the January 2023, 10-year and 100-year flood events, though a flood frequency analysis will be completed to assess if the extended period of record has a substantial impact on peak flow estimates.

Deliverables

- Technical memorandum on existing conditions hydraulic modeling

Task C.3: Project Alternatives Development and Modeling

Four project alternatives will be developed using the hydraulic model described in Task C.2. Each alternative will be scoped at a conceptual level with the primary objective of minimizing flood risk and hazard to developed portions of the Study area. The analysis of alternatives will include comparative project cost estimates and high-level discussion of the type and scale of impacts that could be reasonably expected from implementation of each alternative.

Deliverables

- Technical memorandum on project alternatives concepts and modeling

Task C.4: Public Engagement

The Funding Recipient will collaborate with organized stakeholder groups, other County departments, and external local agencies to host up to two public workshops about the Project. Additional public outreach efforts will be made using various forms of media, communications platforms, and established meetings of public agencies to solicit historical data and input on project alternatives.

Deliverables

- Meeting agendas
- Meeting sign-in sheets and presentation materials

Budget Category D: Construction

Not Applicable.

**EXHIBIT B
BUDGET**

PROJECT: Carmel River Flooding Impacts Study

Budget Category	State Funds	Agency Cost	Total Project Cost
A: Administration	\$30,000	\$0	\$30,000
B: Permitting and Environmental Documentation	N/A	N/A	N/A
C: Planning and Design	\$200,000	\$0	\$200,000
D: Construction	N/A	N/A	N/A
Total	\$230,000	\$0	\$230,000

EXHIBIT C
SCHEDULE

PROJECT: Carmel River Flooding Impacts Study

DESCRIPTION	START	FINISH
A: Administration	12/1/2024	03/31/2026
B: Permitting and Environmental Documentation	N/A	N/A
C: Planning and Design	3/1/2025	11/30/2025
D: Construction	N/A	N/A

EXHIBIT D
STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2023 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to the State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 7.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Funding Recipient:** Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Funding Recipient:** Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. Funding Recipient's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation, and employee assistance programs, and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
- ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its

contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

- D.18. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. **INDEMNIFICATION:** Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20. **INDEPENDENT CAPACITY:** Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.22. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.23. **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.24. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.25. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.26. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.27. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.28. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.29. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30. **PROJECT ACCESS:** The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.31. **REMAINING BALANCE:** In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.32. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.33. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.
- D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.
- D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

- C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

Legistar File ID No. WRAG 24-134 Agenda Item No. 2

Before the Board of Supervisors of the Monterey County Water Resources Agency County of Monterey, State of California

Resolution No. 24-311

Resolution authorizing the Monterey County Water Resources Agency to)
enter into an agreement with the State of California Department of Water)
Resources to receive \$230,000 in funding for the Carmel River Flood)
Study; and authorizing the Monterey County Water Resources Agency)
General Manager, or designee, to execute the agreement and any)
amendments thereto, and to submit any required documents, invoices, and)
reports required to obtain State funds on behalf of the Monterey County)
Water Resources Agency.)

WHEREAS, the July 2023 Assembly Bill 102 designated \$230,000 in funding to the Monterey County Water Resources Agency, for its Carmel River Flood Study, an investigation of flooding events and evaluation of mitigation options along the Carmel River (collectively, the "Project"); and

WHEREAS, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources ("CDWR"); and

WHEREAS, the Water Authority agrees that the funds should be allocated by CDWR to the Monterey County Water Resources Agency; and

WHEREAS, CDWR requires a resolution from the Board of Supervisors of the Monterey County Water Resources Agency authorizing the Monterey County Water Resources Agency to enter into an agreement with CDWR to receive funds and to authorize the General Manager to execute the agreement.

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

Authorizes the Monterey County Water Resources Agency to enter into an agreement with the State of California Department of Water Resources to receive \$230,000 in funding for the Carmel River Flood Study; and authorizes the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain State funds on behalf of the Monterey County Water Resources Agency.

Legistar File ID No. WRAG 24-134 Agenda Item No. 2

PASSED AND ADOPTED on this 10th day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on September 10, 2024.

Dated: September 11, 2024

File ID: WRAG 24-134

Agenda Item No. 2

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

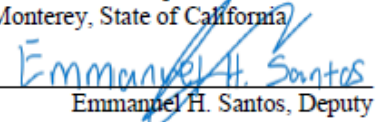

Emmanuel H. Santos, Deputy

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

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

1. PROGRESS REPORTS

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Briefly describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION (as applicable)

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

COST INFORMATION (as applicable)

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

SCHEDULE INFORMATION (as applicable)

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure
 - Include all internal and external costs not previously disclosed
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

EXHIBIT G

STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.